

1. SERVICE PROVISION FOR THE CONNECTIVITY SERVICES

- 1.1 The Ethernet services to which this schedule applies are set out and further described in the appendix to this schedule. The Ethernet services comprise high speed point to point data circuits that provide a secure backhaul or access service.
- 1.2 BT will be responsible for providing the Communications Provider with:
- (a) access to the Gateway, or such other appropriate fault reporting system; and
 - (b) supporting collateral in the use of the Gateway, or such other appropriate fault reporting system; and
 - (c) access to a statistical reporting package upon application;
- 1.3 The Communications Provider is responsible for:
- (a) compliance with any instructions contained in the Handbook, the SIN, the relevant User Guides and the terms of this Contract; and
 - (b) the acts and omissions of its Authorised Users in connection with the Gateway (or such other appropriate fault reporting system) and/or any other alternative process set out in the Handbook.

2. ORDER HANDLING**2.1 ORDER HANDLING AND PROVISION**

- (a) The Communications Provider must place Orders by following the process set out in the Handbook.
- (b) An Order may be rejected if any relevant information required to progress the Order is inaccurate, incomplete or incorrect (except where minor or typographical in nature) or if it is a duplicate Order. If an Order is rejected, BT will notify the Communications Provider of the reason for the rejection by the end of the next Working Day.
- (c) All Orders received by BT through the Gateway (or via a CRF where specified) will be processed by BT in the order in which they are received.
- (d) Orders will be completed by BT within the periods specified in and in accordance with Schedules 1 and 4.
- (e) Subject to related provisions in the contract, the CDD or CCD will be regarded as fixed through communication by BT in the timescale from the date of Order as set out in the appropriate paragraph in the appendix to this schedule.

2.2 CESSATIONS AND CANCELLATION

- (a) The Communications Provider may place Orders for cessation by following the process set out in paragraph 2.1 above.
- (b) Except in the case of Cable Link Service, if the Communications Provider cancels the Service or any part of it before the CDD or CCD the Communications Provider agrees to pay to BT the cancellation charge set out in the Openreach Price List.

- (c) In the case of Cablelink Service:
 - (i) If the Communications Provider cancels the Order for the Service involving an external survey before 5 days has elapsed from the date of receiving notification of the charge for civil engineering work the Cancellation Charge shall apply. If the Communications Provider cancels an Order after the said 5 days has elapsed, the Communications Provider shall pay the Cancellation Charge and to reimburse BT to the extent of the costs of any work done and for money spent in preparing to provide the Service which exceed the Cancellation Charge. BT will take reasonable steps to mitigate the amount of such costs and expense.
 - (ii) If the Communications Provider cancels the Order for the Service where internal work only is required before 5 days has elapsed from the date of BT accepting the order the Cancellation Charge shall apply. If the Communications Provider cancels an Order after the said 5 days has elapsed, the Communications Provider agrees to pay the Cancellation Charge and to reimburse BT to the extent of the costs of any work done and for money spent in preparing to provide the Service which exceed the Cancellation charge. BT will take reasonable steps to mitigate the amount of such costs and expense.
- (d) If the Service is provided to an End User Site, if the contract between the Communications Provider and the End User is ceased, the Communications Provider agrees to inform the End User that the CP Service may be disconnected and the End User needs to make alternative arrangements.

2.3 SURVEYS AND VISITS

- (a) An engineering visit or a Site survey (or both) will normally be necessary if new duct and fibre build work is required to provide the Service. The charges for Excess Charges work will be payable as set out in the Openreach Price List. In the case of Cablelink Service, attendance by the Communications Provider's employee or agent to agree the position of the Point of Handover is required at the same time as a Site survey and:
 - (i) All appointments and/or notifications by BT will be confirmed by e-mail to the Communications Provider's technical contact as stated on the Order.
 - (ii) Appointments for survey visits will be confirmed by the Communications Provider by e-mail or electronic means to BT's planning representative. BT with whom the Order was placed, will make any subsequent notification by e-mail or electronic means to the Communications Provider's technical contact given on the Order. Notifications for subsequent work will be confirmed by the Communications Provider by e-mail or electronic means to BT with whom the Order was placed.
- (b) If a Site survey and/or engineering visit is required, the Service may not be provided in the periods specified in Schedule 4 and a date for provision of the Service will be notified to the Communications Provider following completion of the Site survey. In the case of Cablelink Service, if attendance by the Communications Provider's employee or agent to agree the position of the Point of Handover is required at the same time as the BT survey, the Communications Provider will take all reasonable steps to attend on a date and time so that BT may provide Service within the stated timescales. BT will contact the Communications Provider's technical contact advised on the Order form within 5 days of receipt of Order. If the Communications Provider does not agree to such an appointment request made by BT or fails to attend a Site survey after agreeing an appointment, within 10 days of such request being made by BT then the SLA provisions set out in Schedule 4 shall not apply to such Order. If the Communications Provider does not agree a request, or fails to attend a Site survey after agreeing an appointment, within 20 days of such request being made by BT then BT may cancel the Order and the Cancellation Charge shall be payable.
- (c) In the case of Cablelink Service, the Communications Provider will, within 10 Working Days of BT notifying the availability of the Point of Handover:
 - (i) if necessary, extend its duct network to the Point of Handover; and

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- (ii) provide a length of cable at the Point of Handover sufficient to be pulled through to, and spliced within, the BT jointing chamber by BT.

If the Communications Provider fails to do so, the SLA provisions in Schedule 4 shall not apply. If 20 Working Days elapse from the date of BT's notification BT may cancel the Order and the Cancellation Charge shall be payable.

- (d) In the case of Cablelink Service, if the Communications Provider is unable to provide a coil of cable, to be pulled through by BT, the Communications Provider will give BT not less than 5 days notice of the date and time the Communications Provider will provide the cable. In such circumstances, BT may additionally charge the Communications Provider for time related charges if the time or date is not met and may withdraw its employees or agents before the end of the working day if the time is not met to mitigate the amount of such costs and expense. The Communications Provider shall reimburse BT to the extent of the costs of any work done and for money spent in preparing to provide the Service which exceed the Cancellation Charge.
- (e) If an installation or repair appointment is agreed with BT for work at the Site, and BT is unable to carry out the work at, or gain access to, the Site due to an act or omission by the Communications Provider or End User or the appointment is broken by the Communications Provider or End User, BT may charge the Communications Provider an Abortive Visit Charge as set out in the Openreach Price List. If the appointment is broken by BT then no Abortive Visit Charge will apply.
- (f) Where the Communications Provider has failed to agree with BT an appointment date, or a reappointment of a previously agreed appointment date, within 30 calendar days (or 20 calendar days in the case of Cable Link Service) from the date of Order placement, BT may, where BT is not at fault, cancel any work, at a Site. Where the Communications Provider suspends an Order BT may cancel such a suspended Order when the Order has been suspended for greater than 90 cumulative calendar days. If BT cancels the request for work at a Site in accordance with this paragraph, the Communications Provider must pay the cancellation charges specified in the Openreach Price List.

2.4 UPGRADES

- (a) If an upgrade is permitted under the Service as set out in the appropriate paragraph of the appendix to this schedule, the Communications Provider may place Orders for upgrading to a higher bandwidth variant of the Service by following the process set out in paragraph 2.1 above.
- (b) The Communications Provider shall be charged a Connection Charge for such upgrade, and shall pay such Connection Charge and rental charges for such upgraded variant. The charges for this work are as set out in the Openreach Price List.
- (c) From the Operational Effective Date of the new variant, the Communications Provider shall be charged the rental for the new variant of the Service as set out in the Openreach Price List.
- (d) BT shall waive the termination costs, being the rental charge for the unexpired period of the Minimum Period of service for the variant which has been upgraded.

3. RESILIENCE

- 3.1 If Resilience is available as an additional optional feature which can be separately ordered under the Service as set out in the appropriate paragraph of the appendix to this schedule, the Communications Provider may request Resilience when placing an Order. The Communications Provider shall specify the type of Resilience required and BT shall, subject to its ability to do so, supply the relevant Resilience in accordance with the Resilience Handbook.

- 3.2 If a resilient path fails or is subject to planned engineering works, BT's restoration or repair may result in Resilience being suspended for one of the two diversely routed circuits. BT shall reinstate the Resilience as soon as reasonably practicable.
- 3.3 If the Resilience is found to have diminished due to changes to the BT Network (due, for example but not limited to, civil engineering carried out under the New Roads and Streetworks Act 1991 or the Traffic Management Act 2004 or any other reason outside the control of BT) or otherwise, the parties shall consult with a view to reinstating the Resilience. If BT is unable to reinstate the Resilience, the Communications Provider may elect to do one of the following:
- 3.3.1 accept the reduced level of Service and continue to pay the Resilience charge at the prevailing published charges detailed in the Openreach Price List;
 - 3.3.2 cancel the relevant individual circuit that no longer meets the level of Resilience and no longer pay the relevant charges detailed in the Openreach Price List, provided that BT reserves the right to re-engineer the remaining circuit to least cost routing;
 - 3.3.3 convert both resilient circuits impacted to standard circuits without Resilience;
 - 3.3.4 cancel the affected circuits altogether.

Where a Communications Provider selects option 3.3.2, 3.3.3, or 3.3.4 the Communications Provider will not be liable for early termination charges that may be due for terminated individual circuits. BT agrees to repay or credit the Communications Provider for the period from which the Communications Provider's liability to pay ceases.

4. SERVICE ASSURANCE AND PROBLEM MANAGEMENT

- 4.1 The Gateway interface provides a fault placement and tracking system to the Communications Provider as detailed in the User Guide. The Communications Provider must use the Gateway interface or when not in operation or if instructed by BT any alternative process as advised by BT to test and report all faults with the Service and to request an update on the reported faults. The CMC may be contacted by the Communications Provider:
- (a) once the fault has been registered via the Gateway interface and the fault has not been resolved within a reasonable period; and/or
 - (b) if the Communications Provider has not been able to test or report using the Gateway interface due to the unavailability of the Gateway interface.
 - (c) if the Communications Provider has not been provided a quality update by the existing KCI (Keeping Customer Informed) advice structure.
- 4.2 BT shall use reasonable endeavours to ensure that all faults will be dealt with in accordance with the timescales specified in Schedule 4 and the Communications Provider can check the progress of the fault reports using the Gateway interface.
- 4.3 BT will only accept fault reports directly from the Communications Provider. If the fault is not attributable to the BT Network or the BT Equipment BT will charge an Abortive Visit Charge for any Site visit.
- 4.4 If BT fails to keep an appointment with an End User and the Communications Provider incurs a call out charge as a direct consequence of that failure, from a third party with whom an appointment had reasonably been arranged to coincide with BT's appointment, the Communications Provider may claim from BT the charge rates which apply for the actual time charge incurred up to a maximum of two hours. The Communications Provider must enclose a copy of the third party's invoice with the claim.

5. SERVICE CONSTRAINTS

- 5.1 The technical limitations relating to the Service are set out in the SIN. In the case of Cablelink Service:
- (i) The specification of the internal cable used by BT to extend the Communications Provider's external cable will be the same as that used by BT for extending its own external cables from a jointing chamber to elsewhere within the Operational building.
 - (ii) The Point of Handover and connecting ductwork, where required to be provided for this Service will be paid for by the Communications Provider and ownership passed to BT.
 - (iii) The Communications Provider agrees that ownership of that part of the cable on the BT side of the Point of Handover passes to BT.
- 5.2 There may be technical or geographical limitations that inhibit the installation of the Service. The Communications Provider acknowledges that the provision of the Service will be subject to a survey and/or feasibility checks to ensure that the Service can be provided. Following the survey and/or feasibility checks, BT will advise the Communications Provider of any limitations affecting the provision of the Service and in such circumstances where the Service cannot be provided BT will (a) use reasonable endeavours to identify if alternative BT products may possibly be used instead, and (b) notify the Communications Provider and close the installation order.
- 5.3 If there is a technical limit relating to the Service, BT will have no liability to the Communications Provider relating to the provision of the Service to the extent that the technical limitation affects the Service (or BT's inability to provide the Service), the performance of the Service, its effect on other services or equipment or the withdrawal of the Service provided that BT notifies the Communications Provider as soon as reasonably practicable.
- 5.4 The Ethernet Backhaul Direct Service will only be available in geographical areas identified on the BT Website. Consequently the delivery of the Ethernet Backhaul Direct Service is constrained by this delivery rollout. Details of available areas can be found at URL: <http://www.openreach.co.uk/orpg/products/connectivityservices/connectivityservices.do>
- 5.5 BT will use reasonable endeavours to identify any technical or geographical limitations prior to the CDD or CCD confirmation for an individual Order.

6. BT LIAISON WITH END USERS

- 6.1 All communications between BT and End Users will be arranged via the Communications Provider except that if the Service is to be delivered to an End User Site, BT may contact End Users directly in the following circumstances:
- (a) in relation to operational or emergency reasons incidental to or arising from BT's service management of the BT Network, provided that, where reasonably practicable, BT shall notify the Communications Provider of any such operational or emergency reasons; or
 - (b) where the Communications Provider has requested BT to contact the End User directly; or
 - (c) in relation to all appointments, changes to appointments and access arrangements with the End User for engineering visits; or
 - (d) to assist with fault diagnostics; or
- 6.2 BT may contact End Users with the Communications Provider's permission in writing (which shall include e-mail or electronic means), not to be unreasonably withheld or delayed, for the purposes of carrying out quality checks for management and training purposes concerning the visit of BT personnel to an End User's Site.

6.3 BT may explain to End Users the respective roles and obligations of BT and the Communications Provider in relation to the provision of the Service and the CP Service. In these circumstances, BT will comply with any regulatory obligation or agreed code relating to its conduct in communications with End Users.

6.4 Without BT's prior written consent, the Communications Provider must not publish or give to End Users contact details for BT's nominated contacts or other personnel.

7. DIALOGUE SERVICES

7.1 BT will provide a service known as dialogue services which will be made up of pre-order enquiry, address matching and product availability. This service will provide information to the Communications Provider about the status of the Service and the set up of the network services at a particular premise as further described in the Product Handbook.

7.2 BT will disclose the information required by the dialogue services to any Communications Provider who requests it.

7.3 The Communications Provider agrees that it will only request Service-affecting information in relation to a particular service under the dialogue services if the Communications Provider has obtained the consent of the End User at those premises for BT to provide the information requested.

8. EMP ESTABLISHMENT

8.1 EMP will be available only for the following Services following customer establishment :

- (i) Ethernet Access Direct Service
- (ii) Ethernet Backhaul Direct Service

8.2 The Communications Provider shall complete customer establishment on EMP for the EAD Service and EBD Service as required by BT before Orders are accepted on EMP. This activity will include Communications Provider testing on EMP which must be completed to BT's satisfaction.

8.3 BT and the Communications Provider shall complete the migration of the existing EAD Service or EBD Service installed base circuits onto EMP in mutually agreed timescales following customer establishment on EMP. Upon the migration of all EAD Service and EBD Service existing installed base circuits of the Communications Provider onto EMP the Legacy Platform will subsequently close for the Ethernet Access Direct Service and EBD Service for that individual Communications Provider on a date to be confirmed by BT, and subsequent EAD Service Orders and EBD Orders may only be placed on EMP.

8.4 New Contract signatories from the date of EMP launch for the EAD Service or EBD Service will only be established on EMP for the EAD Service or EBD Service and so will place EAD Service Orders or EBD Service Orders on that platform only.

9. INFRASTRUCTURE DISCOVERY

9.1 The Infrastructure Discovery Tool may be accessed by the Communications Provider prior to placement of an Order enabling the Communications Provider to see the location of BT duct, T Nodes and Y Nodes near to or within the potential Site for which the Communications Provider may subsequently place an Order. The Infrastructure Discovery Tool will provide the Communications Provider with the ability to search for a location and determine if BT ethernet or optical infrastructure is in the vicinity of that location to assist the Communications Provider in understanding the amount of build work which may be required in order to provide a circuit to their End User.

The following restrictions apply to the use of the Infrastructure Tool data supplied to the Communications Provider by BT :

- (i) The data in the Tool is to be used only in relation to the Service.
- (ii) The data shall be Confidential Information as described in clause 10 of the terms and conditions, and may not be passed to a third party.
- (iii) The data provided is in relation to a potential Order and should not be retained for further reference or use.
- (iv) The data must not be stored by the Communications Provider in locations outside the UK and the Tool may only be accessed by the Communications Provider from within the UK.

9.2 BT does not give any warranty or assurance as to the accuracy of any information provided to the Communications Provider by BT under sub-paragraph 9.1 above.

10. SHIFTS AND RE-ARRANGES

10.1 The Communications Provider may request either a shift or a re-arrange of an existing circuit as further described and as detailed in the Openreach Price List and Product Handbook. Shifts and re-arranges will be only be available for the circuit types and where indicated in the Openreach Price List and Product Handbook. A shift will be either involve an A end shift (internal or external resite) where the A end is moving to a new location served by the same local serving exchange, or a B end shift (internal or external resite) where the B end is moving to a new location served by the same local serving exchange. A re-arrange will involve the rearranging a local end in another building served by a different local serving exchange. There will be a period of service outage of 4 hours whilst the shift or re-arrange takes place.

1. THE SERVICE

1.1 The Service is one of the following:

- (a) Ethernet Backhaul Direct Service,
- (b) Ethernet Access Direct Service,
- (c) Openreach Network Backhaul Service,
- (d) Wholesale Extension Service,
- (e) Wholesale End to End Ethernet Service,
- (f) Backhaul Extension Service,
- (g) Backhaul Network Service,
- (h) Point to Point Broadcast Access Service,
- (i) Optical Spectrum Access Service,
- (j) Optical Spectrum Access with Filter Connect Service,
- (k) Optical Spectrum Extended Access Service,
- (l) Optical Spectrum Extended Access with Filter Connect Service
- (m) Optical Spectrum Extended Access with Filter Connect Lite
- (n) Street Access Service,
- (o) CCTV Access Service,
- (p) TDM Access Service, and/or
- (q) Cablelink Service

as further described below. The different variants of the Service are described in the appropriate Handbook.

2. ETHERNET BACKHAUL DIRECT SERVICE

2.1 Ethernet Backhaul Direct Service comprises high speed point to point data circuits.

2.2 Each BT Access Serving Node Site will only have a limited number of allowable designated Openreach Handover Point Sites which it may connect to. This means that the Ethernet Backhaul Direct Service can only be ordered from a specified BT Access Serving Node Site to an allowable designated Openreach Handover Point Site. The information for BT Access Serving Node Sites availability (and their allowable designated Openreach Handover Point Sites) can be found in the site availability document at URL <http://www.openreach.co.uk/orpg/customerzone/products/ethernet-services/ethernet-services-secure/secure/site-data.do> which will vary from time to time.

2.3 The Communications Provider can only use the Ethernet Backhaul Direct Service in the following ways:

2.3.1 The Ethernet Backhaul Direct Service must be used for connection between the Communications Provider's equipment or Third Party CP's equipment installed within the Licensed Facility at a BT Access Serving Node Site and the Communication Provider's equipment or Third Party CP's equipment installed within the Licensed Facility at a BT designated Openreach Handover Point Site.

2.4 The Ethernet Backhaul Direct Service may not be used for connection:

- (a) between the Communications Providers' Licensed Facility and a third party communication providers site; or
- (b) from an End User's Site and the Communications Provider's network or to a third party communications provider's network; or
- (c) of two or more End Users' Sites;
- (d) where the usage is for the purpose of building or extending core networks, or where the intent is to replicate core network;

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- 2.5 Except for the connectivity allowed under this contract, the Service must not be used for directly cabled NTE to NTE connection with any other BT provided service. BT will not be liable for any faults, reduction in service performance or service failures which result from the Service being connected in a directly cabled NTE to NTE configuration or if Service is connected within the Communications Provider's Co-location, Netlocate or BT Locate facility space in an NTE-to-NTE configuration. Furthermore, if a fault is reported, and Service is found to be within parameters, BT may levy a Time Related Charge (TRC) as published from time to time in the Openreach Price List for abortive fault localisation work undertaken.
- 2.6 Further to paragraph 2.1 of schedule 2, the CDD or CCD will be regarded as fixed through communication by BT approximately 6 Working Days from the date of the Order.
- 2.7 Further to paragraph 2.4(a) of schedule 2, upgrades are currently available under the Ethernet Backhaul Direct Service.
- 2.8 Further to paragraph 3.1 of schedule 2, resilience is available under the Ethernet Backhaul Direct Service as further described in the Handbook.

3. ETHERNET ACCESS DIRECT SERVICE

- 3.1 Ethernet Access Direct Service comprises high speed Ethernet point to point data circuits.
- 3.2 The Communications Provider can only use the Ethernet Access Direct Service to connect:
- (a) Communications Provider Site to End User Site.
 - (b) End User Site to the Communications Provider Licensed Facility within an Access Serving Node Site or Aggregation Node Site.
 - (c) End User Site to End User Site.
 - (d) The Communications Provider Licensed Facility within an Access Serving Node Site to the Communications Provider Licensed Facility within an Access Serving Node Site or Aggregation Node Site.
 - (e) The Communications Provider Licensed Facility within an Access Serving Node Site to Communications Provider Site.
 - (f) Communications Provider Site to Communications Provider Site.
 - (g) Communications Provider Licensed Facility within an Aggregation Node Site to Communications Provider Site.
 - (h) Communications Provider Licensed Facility within an Aggregation Node Site to the Communications Provider Licensed Facility within another Aggregation Node Site where the connectivity is within the same geographical area as set out at URL: <http://www.openreach.co.uk/orpg/home/products/ethernetservices/ethernetaccessdirect/ead.do>). The list of Aggregation Node Sites/sites and the allowable and unallowable connectivity is detailed at URL: <http://www.openreach.co.uk/orpg/home/products/ethernetservices/ethernetaccessdirect/ead.do>;

Radial and route distance limitations (including extended reach where applicable) will apply as detailed in the SIN, Handbook and Openreach Price List. These documents also detail which options are available if ordered on the Legacy Platform and which on EMP.

Where reference is made in (a), (e) or (f) above to the Communication Provider Site (i.e., not in a serving exchange) this can also be a Communications Provider owned Street Cabinet.

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Access Serving Node Site means with respect to this EAD Service only, the Site of a BT operational building (serving exchange) that houses an Access Serving Node, and which is not an Aggregation Node Site/site. The list of Aggregation Node Sites/sites are detailed at URL <http://www.openreach.co.uk/orpg/home/products/ethernetservices/ethernetaccessdirect/ead.do> which will vary from time to time.

- 3.3 The Ethernet Access Direct Service cannot be used for connections which are outside the scope of those identified in paragraph 3.2, including:
- (a) where the usage is for the purpose of building or extending core networks, or where the intent is to replicate core network;
 - (b) connectivity between an Aggregation Node site and another Aggregation Node site (except where the connectivity is within the same geographical area as set out at URL: <http://www.openreach.co.uk/orpg/home/products/ethernetservices/ethernetaccessdirect/ead.do>). The list of Aggregation Node sites and the allowable and unallowable connectivity is detailed at URL: <http://www.openreach.co.uk/orpg/home/products/ethernetservices/ethernetaccessdirect/ead.do> ;
- 3.4 Except for the connectivity allowed under this Contract, the Ethernet Access Direct Service must not be used for directly cabled NTE to NTE connection with any other BT provided service. BT will not be liable for any faults, reduction in service performance or service failures which result from the Ethernet Access Direct Service being connected in a directly cabled NTE to NTE configuration or if Ethernet Access Direct Service is connected within the Communications Provider's Licensed Facility in an NTE-to-NTE configuration. Furthermore, if a fault is reported, and Ethernet Access Direct Service is found to be within parameters, BT may levy a Time Related Charge (TRC) as published from time to time in the Openreach Price List for abortive fault localisation work undertaken.
- 3.5 Further to paragraph 2.1 of schedule 2, the CDD or CCD will be regarded as fixed through communication by BT approximately 14 Working Days from the date of the Order being Processed by BT.
- 3.6 Further to paragraph 2.4(a) of schedule 2, upgrades are available under the Ethernet Access Direct Service for those circuits identified in the Openreach Price List.
- 3.7 Further to paragraph 3.1 of schedule 2, resilience is available under the Ethernet Access Direct Service as further described in the Handbook.

4. OPENREACH NETWORK BACKHAUL SERVICE

- 4.1 The Communications Provider will have the contractual relationship with the End User for the provision of the CP Service.
- 4.2 The Service may be used for connection between the Communications Provider's equipment installed within Co-location, Netlocate or BT Locate at a BT MSAN Site and the Communications Provider's equipment installed within Co-location, Netlocate or BT Locate at either the nearest BT MSAN Site or BT Metro Node Site or another BT MSAN Site or Metro Node Site which is within a distance of 15 radial kilometres of the first BT MSAN Site.
- 4.3 The Service may not be used for backhaul purposes not detailed in paragraph 4.2 above, including, without limitation, for connection:
- (a) between the Communications Providers' Co-location, Netlocate or BT Locate and a Third Party CP's site; or
 - (b) from an End User's Site and the Communications Provider's network or to another communications provider's network; or
 - (c) of two or more End Users' Sites;

- 4.4 The Service must not be used for directly cabled NTE to NTE connection with any other BT provided service. BT will not be liable for any faults, reduction in service performance or service failures which result from the Service being connected in a directly cabled NTE to NTE configuration or if Service is connected within the Communications Provider's Co-location in an NTE-to-NTE configuration. Furthermore, if a fault is reported, and Service is found to be within parameters, BT may levy a Time Related Charge (TRC) as published from time to time in the Openreach Price List for abortive fault localisation work undertaken.
- 4.5 If Co-location, Netlocate or BT Locate is provided to a Third Party CP, the Service must be consistent with paragraphs 4.2 to 4.4 above.
- 4.6 Further to paragraph 2.4(a) of schedule 2, upgrades are not available under the Openreach Network Backhaul Service for those circuits identified in the Openreach Price List.
- 4.7 Further to paragraph 3.1 of schedule 2, resilience is not available under the Openreach Network Backhaul Service as further described in the Handbook.

5. WHOLESALE EXTENSION SERVICE

- 5.1 The WES Service is for connection only between an End User's Site and the Communications Provider's network at a Communications Provider's Site.
- 5.2 For WES Services, the Communications Providers Site shall be interpreted to include points of presence which have been leased, licensed or rented from a third party communications provider (which in this instance shall include BT). The WES local access product shall be terminated in a BT Locate space in a BT exchange.
- 5.3 The WES Service may be routed through an aggregation point, chosen by BT, following discussion and agreement between the parties, for connection to the Communications Provider's Site:
- (a) within a distance of 25 radial kilometres from the local serving exchange of the BT node where the aggregation point is located. The local serving exchange for the End User Site is to be located within a distance of 25 kilometres of the same local serving exchange from where the aggregation point is located, and
 - (b) connected to an appropriate local serving exchange as notified to the Communications Provider from time to time, in the BT Network;
- as further detailed in the relevant SIN and Handbook.
- 5.4 The WES Service is not for connection
- (a) of two or more End Users' Sites,
 - (b) where the usage is for the purpose of building or extending core networks, or where the intent is to replicate a core network,
- with reference to a Site, the relevant Handbook clarifies and provides examples of places where BT will agree to provide the WES Service.
- 5.5 For the avoidance of doubt, the WEES Service described in this paragraph 6 may be resold to a third party communications provider that is also a PECN where the connection is as described in this paragraph 6.
- 5.6 Further to paragraph 2.1 of schedule 2, the CDD and Excess Construction Charges will be regarded as fixed through communication by BT approximately 14 Working Days from the date of the Order.
- 5.7 Further to paragraph 2.4(a) of schedule 2, upgrades are available under the Wholesale Extension Service for those circuits identified in the Openreach Price List.

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5.8 Further to paragraph 3.1 of schedule 2, resilience is available under the Wholesale Extension Service as further described in the Handbook.

6. WEES SERVICE

6.1 The WEES Service is only for connection between an End User's Site and an End User's Site.

6.2 The WEES Service is not for connection

(a) between Communications Provider's Sites; or

(b) between Communications Provider's network and another communications provider's network; or

(c) from an End User's Site to another communications provider's network; or

with reference to a Site, the relevant Handbook clarifies and provides examples of places where BT will agree to provide the WEES Service.

6.3 For the avoidance of doubt, the WEES Service described in this paragraph 7 may be resold to a third party communications provider that is also a PECN where the connection is as described in this paragraph 7.

6.4 Further to paragraph 2.1 of schedule 2, the CDD and Excess Construction Charges will be regarded as fixed through communication by BT approximately 14 Working Days from the date of the Order.

6.5 Further to paragraph 2.4(a) of schedule 2, upgrades are available under the WEES Service for those circuits identified in the Openreach Price List.

6.6 Further to paragraph 3.1 of schedule 2, resilience is available under the WEES Service as further described in the Handbook.

7. BES SERVICE

7.1 The BES Service may only be used for connection between:

7.1.1 the Communication Provider's equipment or Third Party CP's equipment within the Licensed Facility and the Communications Provider's Site or Third Party CP's Site (if the Communications Providers Site is not a Licensed Facility in a BT local exchange) which is:

(a) within a distance of 25 radial kilometres; and

(b) connected to an appropriate node, with changes notified to the Communications Provider 12 months in advance of introduction, in the BT network, which will be any local exchange where fibre is available and is enabled for the BES Service.

7.1.2 the Communication Provider's equipment or Third Party CP's equipment within the Licensed Facility, and the Communication Provider's equipment or Third Party CP's equipment at another Licensed Facility with that other facility being:

(a) within a distance of 25 radial kilometres; and

(b) connected to an appropriate node, with changes notified to the Communications Provider 12 months in advance of introduction, in the BT network;

7.1.3 For the avoidance of doubt the service described in 7.1.1 and 7.1.2 above allows for the use of the BES Service between the Communication Provider and a Third Party CP where connection is as described in 7.1.1 and 7.1.2 above.

7.2 The BES Service may not be used for the connection:

- (a) between the Communications Providers' sites and/or Third Party CP sites, unless one or both sites is a Licensed Facility of the Communications Provider or Third Party CP; or
- (b) between the Communication Provider's sites and a Third Party CPs sites, except where the connection is between a Communications Provider's Licensed Facility and a Third Party CP's network (not in the same exchange); or
- (c) from an End User's Site to a Third Party CP site; or
- (d) of two or more End Users' sites;
- (e) from Core Node to Core Node;
- (f) from Core Node to a Communication Provider site;
- (g) from Core Node to a Third Party CP site;

7.3 The BES Service must not be used for directly cabled NTE to NTE connection with any other BT provided service. BT will not be liable for any faults, reduction in service performance or service failures which result from the BES Service being connected in a directly cabled NTE to NTE configuration or if the BES Service is connected within the Communications Provider's Licensed Facility in an NTE-to-NTE configuration. Furthermore, if a fault is reported, and BES Service is found to be within the maximum radial distances, BT may levy a Time Related Charge (TRC) as published from time to time in the Openreach Price List for abortive fault localisation work undertaken.

7.4 If the Licensed Facility is provided to a Third Party CP, the BES Service must be consistent with paragraphs 7.1 and 7.2 above.

7.5 Further to paragraph 2.1 of schedule 2, the CDD and Excess Construction Charges will be regarded as fixed through communication by BT approximately 14 Working Days from the date of the Order.

7.6 Further to paragraph 2.4(a) of schedule 2, upgrades are available under the Backhaul Extension Service for those circuits identified in the Openreach Price List.

7.7 Further to paragraph 3.1 of schedule 2, resilience is available under the Backhaul Extension Service as further described in the Handbook.

8. BACKHAUL NETWORK SERVICE

8.1 The Communications Provider must order all four component elements of the Service (as detailed in the Handbook and in accordance with the rules in the Handbook).

8.2 The Communications Provider will have the contractual relationship with the End User for the provision of the CP Service.

8.3 The Service may be used for connection between:

- (i) the Communications Provider's Co-location and an aggregation point at a BT location, chosen by BT, for connection to the Communications Provider's Site if the Communications Provider's Site is not a Co-location;

or :

- (ii) the Communications Provider's Cell Site and an aggregation point at a BT location, chosen by BT, for connection to the Communication Provider's Site if the Communication Provider's Site is not a Cell Site;

and is :

- (a) within a distance of 35 radial kilometres; and
- (b) connected to an appropriate node, as notified to the Communications Provider from time to time, in the BT network;

as further detailed in the SIN, and provided that the Service terminates on the Communications Provider's equipment within the Communications Provider's Co-location or Cell Site as further described in the Handbook and for no other purpose including, without limitation, for connection:

- (a) between Communications Provider's Sites other than as described above; or
- (b) between Communications Provider's network and another communications provider's network; or
- (c) from an End User's Site to another communications provider's network; or
- (d) of two or more End Users' Sites; or
- (e) of two Cell Sites.

8.4 The Service must not be used for directly cabled NTE to NTE connection with any other BT provided service. BT will not be liable for any faults, reduction in service performance or service failures which result from the Service being connected in a directly cabled NTE to NTE configuration or if Service is connected within the Communications Provider's Co-location in an NTE to NTE configuration. Furthermore, if a fault is reported, and Service is found to be within parameters, BT may levy a Time Related Charge (TRC) as published from time to time in the Openreach Price List for abortive fault localisation work undertaken.

8.5 If Co-location is provided to a Third Party CP, the Service must be consistent with paragraph 8.3 above.

8.6 Further to paragraph 2.4(a) of schedule 2, upgrades are not available under the Backhaul Network Service.

9. POINT TO POINT BROADCAST ACCESS SERVICE

9.1 The Communications Provider will have the contractual relationship with the End User for the provision of the CP Service.

9.2 The Service consists of a permanently connected, point to point circuit for broadcast connectivity that is available 24 hours a day, 365 days per year. It provides transmission of video signals in either unidirectional or bidirectional configurations. The Service comprises one (or more) of the following:

- (a) Local Access;
- (b) Remote Access;
- (c) Own Exchange End User Service; and
- (d) Standard End User Service.

The applicable pricing and bandwidth options are as set out in the Openreach Price List.

9.3 The Local Access or Remote Access product shall be terminated in a BT Locate or NetLocate space in a BT Local Exchange

- 9.4 The End User Service shall be terminated in the End User Site or CP Site on request. The CP is responsible for ensuring reasonable access to the End User Site or CP Site.
- 9.5 The Service is provided according to the route and radial distances as set out in the Handbook.
- 9.6 The Service is not to be used for the purpose of building or extending core networks, or where the intent is to replicate a core network or for any other purpose that is inconsistent with clause 9.2 above. The Handbook clarifies and provides examples of places where BT will agree to provide the Service.
- 9.7 Further to paragraph 2.1 of schedule 2, the CDD will be regarded as fixed through communication by BT approximately 21 Working Days from the date of the Order.
- 9.8 Further to paragraph 2.4(a) of schedule 2, upgrades are available under the Point to Point Broadcast Access Service.
- 9.9 Further to paragraph 3.1 of schedule 2, resilience is available under the Point to Point Broadcast Access Service as further described in the Handbook.

10. OPTICAL SPECTRUM SERVICE

- 10.1 Optical Spectrum Services are high speed point to point wavelength services and consist of four service variants a) Optical Spectrum Access b) Optical Spectrum Access with Filter Connect c) Optical Spectrum Extended Access and d) Optical Spectrum Extended Access with Filter Connect and (e) Optical Spectrum Extended Access with Filter Connect Lite, as detailed in this paragraph 11 and the Product Handbook..
- 10.2 Optical Spectrum Services may only be used in support of services for connection between:
- 10.2.1 an End User's Site and the Communications Provider's network at a Communications Provider's Site;
or
- 10.2.2 an End User's Site and an End User's Site; or
- 10.2.3 a Licensed Facility and a Communications Provider's Site; or
- 10.2.4 a Licensed Facility and another Licensed Facility.

A. Optical Spectrum Access

- (i) The Optical Spectrum Access Service may additionally be used in a hub and spoke configuration which would allow the Communications Provider to utilise a hub chassis located in either a BT Exchange Access Locate Licensed Facility or at the Communications Provider Site or at the End User Site. The hub chassis can be ordered independently or at the same time as a spoke.
- (ii) The Communications Provider may request a modify from an existing point to point Optical Spectrum Access circuit to that of an Optical Spectrum Access spoke where the spoke is connecting into a hub chassis configuration. An Order for such a modify will follow the existing ordering process for a new provide. The residual unexpired Minimum Period that may be applicable to the point to point circuit will apply to the spoke in the new configuration.
- (iii) Where the Communication Provider may Order an aggregated hub and spoke configuration, as an alternative to the standard hub and spoke configuration specified above for Optical Spectrum Access. The aggregator node is a 1U passive shelf containing an 8 channel GSM and sits within a BT exchange but can be either within a Communications Provider or an Openreach rack. The hand over

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hub is a 7u chassis which can be located in a BT Exchange Access Locate Licensed Facility at the Communications Provider Site or at the End User Site.

B. Optical Spectrum Access with Filter Connect and Optical Spectrum Extended Access with Filter Connect

- (i) The Optical Spectrum Access with Filter Connect Service and Optical Spectrum Extended Access with Filter Connect Service will allow the Communications Provider to connect their own active equipment alongside BT managed wavelengths on a common Optical Spectrum Access or Optical Spectrum Extended Access bearer. BT shall provide the bearer and the initial wavelength(s) to light the fibre(s) and manage the Service on an end-to-end basis. BT shall subsequently allow the Communications Provider to have access to the optical filter in the Optical Spectrum Access or Optical Spectrum Extended Access bearer in order for the Communications Provider to connect its own equipment using appropriate DWDM optics and therefore light the wavelengths itself. The Communications Provider may order additional BT managed wavelengths in the same way as subsequent managed wavelengths are available under the existing Optical Spectrum Access Service or Optical Spectrum Extended Access Service. Further details relating to the Service are detailed in the relevant Product Description.
- (ii) The Optical Spectrum Access with Filter Connect Service will be available as single and dual-fibre working so as to provide the widest support of bandwidths per wavelength as detailed in the Product Description.
- (iii) Each filter port will require the Communications Provider to use a specific frequency range. A table of filter ports frequencies will be provided for each filter card type in the relevant SIN document. New Optical Spectrum Access with Filter Connect bearers and Optical Spectrum Extended Access with Filter Connect bearers will be provided with the following reach options :
 - a. Non-amplified bearer
 - b. Pre-amplified bearer
 - c. Single ended amplified bearer (Optical Spectrum Access with Filter Connect XG210 variant only)
 - d. Pre-amplified and post amplified (booster) bearer
 - e. In-line Amplified (ILA) bearer (Optical Spectrum Extended Access with Filter Connect variant only) excluding OSEA Filter Connect Lite.

In order to ensure compatibility with amplification settings the Communications Provider shall ensure that its equipment operate within the ranges specified in SIN 489 for Optical Spectrum Access and SIN514 for Optical Spectrum Extended Access. and SIN 1002 for Optical Spectrum Extended Access Filter Connect Lite.

- (iv) The Communications Provider will comply with the space, power and configuration requirements, as well as the additional space requirements detailed in the relevant Product Description. The Communications Provider will meet the environment conditions detailed in the relevant Product Description.
- (v) For the Optical Spectrum Access with Filter Connect standard configuration and the Optical Spectrum Extended Access with Filter Connect Lite the Communications Provider's connection would be to the BT provided wavelength transponder card. For the Optical Spectrum Extended Access with Filter Connect standard configuration the Communications Provider's connection would be to the BT provided client patch panel. Connection to the Optical Spectrum Access with Filter Connect WDM filter and Optical Spectrum Extended Access with Filter Connect WDM filter would be directly onto the relevant client ports presented on the filter cards. In this scenario there is the potential for contaminated client interface cables to damage the optical connection within the WDM filter which may result in the need for complete service downtime to replace the WDM filter unit. For Optical Spectrum Access bearers using 7U chassis configuration the Communication Provider's connection to the BT wavelength service and the WDM filter would be via the BT provided client patch panel.
- (vi) The Communications Provider shall ensure that all CP Equipment connected to Optical Spectrum Access with Filter Connect and Optical Spectrum Extended Access with Filter Connect incorporates

sufficient safety features to ensure that lasers cannot operate at optical powers greater than Class 1M even under fault conditions and are safe for live working. Under no circumstances should laser power levels above those detailed in SIN 489 and SIN514 be applied to any part of the BT Network. BT may immediately isolate from the BT Network any laser power levels identified as being above the safe limit. This could cause an interruption to the Service, and BT may terminate the Service at BT's discretion. If the Service is terminated for the reasons detailed above BT will have no liability to the Communications Provider. The Communications Provider will be responsible for any loss or damage caused as a result of failing to comply with this paragraph 10.2 (B) (vi).

- (vii) Optical Spectrum Access with Filter Connect, Optical Spectrum Extended Access and Optical Spectrum Extended Access with Filter Connect may not be used in a hub and spoke configuration or in an aggregated hub and spoke configuration as further detailed in the relevant Product Description. Optical Spectrum Extended Access Filter Connect Lite Service may be used in a hub and spoke configuration.
 - (viii) Optical Spectrum Extended Access with Filter Connect and Optical Spectrum Access with Filter Connect may not be used in a rings and chains configuration as further detailed in the relevant Product Description.
 - (ix) The Communications Provider shall only use suitably qualified engineers to carry out the interface with the Optical Spectrum Access with Filter Connect Service or Optical Spectrum Extended Access with Filter Connect Service. Good industry working practice must be employed when connecting to any Optical Spectrum Access optical ports. The Communications Provider will be responsible for any loss or damage caused to the BT Network caused by their engineers or third party engineers.
 - (x) Where reference is made in paragraph 10.2 above to the Communication Provider Site (i.e., not in a serving exchange) this can also be a Communications Provider owned Street Cabinet. as further detailed in the Product Description.
 - (xi) BT may charge the Communications Provider if any reported fault is right when tested, as detailed in the Openreach Price List and Product Description.
- (x) The Communications Provider may upgrade from Optical Spectrum Access to Optical Spectrum Access with Filter Connect where this is provided for in the Openreach Price List (ie, typically when provided on the FSP3000 chassis). The Communications Provider will be charged for an Optical Spectrum Access Filter Connect Service certification visit charge for each Service being upgraded to a Filter Connect variant, and additionally the Communications Providers request will require validation by BT before an upgrade Order can be progressed. BT do not offer an upgrade path from Optical Spectrum Access to Optical Spectrum Access with Filter Connect on the XG210 chassis options.
- (xi) BT will conduct acceptance tests on the end to end ports of the filter as part of the handover to the Communications Provider. The test to be carried out are detailed in the Product Description and SIN 489 for Optical Spectrum Access with Filter Connect, and the Product Description and SIN 514 for Optical Spectrum Extended Access with Filter Connect.
- (xiii) The XG210 Optical Spectrum Service with Filter Connect variant will support both synchronous ethernet and IEEE 1588v2 Precision Time Protocol (PTP) as further described in the Product Description and the Openreach Price List.

- 10.3 Optical Spectrum Services may not be used for connection where the usage is for the purpose of building or extending core networks or where the intent is to replicate a core network.
- 10.4 Optical Spectrum Services are provided according to the route and radial distances as set out in the relevant Product Description and the configuration and architecture of the relevant Service as detailed in SINs 489, 490, 514 ,515.and 1002.

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- 10.5 Further to paragraph 2.1 of schedule 2, the CDD and Excess Construction Charges will be regarded as fixed through communication by BT
- (i) at approximately Working Day 18 for the OSEA Service and Optical Spectrum Extended Access with Filter Connect Service with a 60 Working Day leadtime, subject to the definition of CDD in Schedule 1;
 - (ii) at approximately Working Day 14 for the OSA and OSA with Filter Connect Service and OSEA Filter Connect Lite Service with a 35 Working Day leadtime, subject to the definition of CDD in Schedule 1;
- from the date an Order is Processed.
- 10.6 Further to paragraph 2. (a) of Schedule 2, upgrades are available under Optical Spectrum Access and Optical Spectrum Extended Access where the CP wishes to change the interface on an existing wavelength card where the card will allow this. In addition re-arranges are available, on a cease and provide basis, for both Optical Spectrum Access and Optical Spectrum Extended Access, where the bandwidth may be increased by the purchase of suitable wavelength cards.

11. STREET ACCESS SERVICE

- 11.1 The Communications Provider will have the contractual relationship with the End User for the provision of the CP Service.
- 11.2 The Service consists of three variants a) Street Access b) 1G Street Access and c) 1Gb Street Access Sync
- 11.3 The Street Access Service variant may be used for connection between :
- 11.3.1 the Communications Provider's Access Locate, Netlocate or BT Locate space in a BT exchange and the Street Cabinet Site, Street Furniture Site or Street Lamp Post Site which is :
- (a) connected to an appropriate node, as notified to the Communications Provider from time to time, in the BT network;
- 11.4 The 1G Street Access Service variant may be used for connection between :
- 11.4.1 the Communications Provider's Access Locate, Netlocate, or BT Locate space in a BT Local Exchange and the NTE in the Mobile Vehicle via the Street Cabinet, which is :
- (a) connected to an appropriate node as notified to the Communications Provider from time to time, in the BT network
- as further described in the Handbook and the SIN.
- 11.5 The 1Gb Street Access Sync Service may be used for connection between :
- 11.5.1 the Communications Provider's Access Locate, Netlocate or BT Locate space in a BT Exchange and the Street Cabinet Site, Street Furniture Site or Street Lamp Post Site which is
- (a) connected to an appropriate node, as notified to the Communications Provider from time to time, in the BT network;
- 11.5.2 the Communications Provider's Site and the Street Cabinet Site, Street Furniture Site or Street Lamp post Site which is
- (a) connected to an appropriate node, as notified to the Communications Provider from time to time, in the BT network;

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- 11.6 The applicable pricing and bandwidth options are as set out in the Openreach Price List, the Handbook and the SIN.
- 11.7 The Service may not be used for backhaul purposes not detailed in paragraphs 11.3, 11.4 and 11.5 above, including, without limitation, for connection:
- (a) subject to the other provisions of this paragraph 11.7, between the Communications Providers' sites or Third Party CP sites;
 - (b) subject to the other provisions of this paragraph 11.7, between the Communication Provider's network and another communications provider's network;
 - (c) from an End User's Site to another communications provider's network; or
 - (d) of two or more End Users' Sites;
 - (e) from Core Node to Core Node;
 - (f) from Core Node to a Communication Provider site;
 - (g) from Core Node to a Third Party CP site;
 - (h) from Co-location, Access Locate , Netlocate or BT Locate to another communication provider's site for the provision of interconnect services;
 - (i) where the usage is for the purpose of building or extending core networks, or where the intent is to replicate core network;
 - (j) between Street Furniture Site and another Street Furniture Site;
- 11.8 The Service must not be used for directly cabled NTE to NTE connection with any other BT provided service. BT will not be liable for any faults, reduction in service performance or service failures which result from the Service being connected in a directly cabled NTE to NTE configuration or if Service is connected within the Communications Provider's space in an NTE-to-NTE configuration. Furthermore, if a fault is reported, and Service is found to be within parameters, BT may levy a Time Related Charge (TRC) as published from time to time in the Openreach Price List for abortive fault localisation work undertaken.
- 11.9 Further to paragraph 2.1 of schedule 2, the CDD will be regarded as fixed through communication by BT approximately 21 Working Days from the date of the Order.
- 11.10 Further to paragraph 2.4(a) of schedule 2, upgrades are not available under the Street Access Service.

12. CCTV ACCESS SERVICE

- 12.1 The Communications Provider will have the contractual relationship with the End User for the provision of the CP Service.
- 12.2 The Service is for connection between an End User's Site and an End User's Site.
- 12.3 The Service is not for connection:
- (a) between Communications Provider's Sites; or
 - (b) between Communications Provider's network and another communications provider's network; or
 - (c) from an End User's Site to another communications provider's network; or with reference to a Site, the Handbook clarifies and provides examples of places where BT will agree to provide the Service.

12.4 Further to paragraph 2.1 of schedule 2, the CDD will be regarded as fixed through communication by BT approximately 21 Working Days from the date of the Order.

12.5 Further to paragraph 2.4(a) of schedule 2, upgrades are available under the CCTV Access Service.

13. CABLELINK SERVICE

13.1 The Service provides for the connection between equipment installed within a Site licensed to the Communications Provider or a third party and

- (a) the Communications Provider's fibre network; or
- (b) equipment installed within a Site within the same BT operational building licensed to the Communications Provider or a Third Party CP; or
- (c) Cell Site equipment located on the rooftop or within the curtilage of the same BT operational building licensed to the Communications Provider or a third party ;

so that traffic may be conveyed without use of the BT Network.

13.2 The Service shall not be used for the extension of a fibre network

- (a) between two Third Party CPs; or
- (b) between a Third Party CP and an End User; or
- (b) between the Communications Provider's network and another communications provider's network, unless they both have licensed space within the same BT operational building and it is used to make a direct connection between such spaces;

or any other reason set out in the Product Handbook.

13.3 BT will be responsible for providing the Communications Provider with a fault reporting facility as set out in the relevant User Guide.

13.4 The Communications Provider is responsible for:

- (a) compliance with any instructions contained in the Product Handbook, the relevant User Guide(s) and the terms of this Contract; and
- (b) the acts and omissions of its employees and agents in connection with the repair and/or any other alternative process set out in the Product Handbook; and
- (c) unless otherwise agreed by the parties, connection of the BT Cablelink to its equipment.

14. TDM ACCESS SERVICE

14.1 The TDM Access Service is only for connection between

14.1.1 the End User's Site and the Communications Provider's network at a Communications Provider's Site.

14.1.2 the End User's Site and an End User's Site.

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14.1.3 the Communication Provider's equipment or Third Party CP's equipment within the Licensed Facility, of an Access Serving Node Site and the Communication Provider's equipment or Third Party CP's equipment at another Licensed Facility of an Access Serving Node Site with that other facility being within the distance limitations stated in the SIN.

For the avoidance of doubt the service described in this sub-paragraph 14.1.3 allows for the use of the TDM Access Service between the Communication Provider and a Third Party CP where connection is as described in this sub-paragraph 14.1.3.

- 14.2 For TDM Access Service, the Communications Providers Site shall be interpreted to include points of presence which have been leased, licensed or rented from a third party communications provider (which in this instance shall include BT).
- 14.3 The TDM Access Service is not for connection where the usage is for the purpose of building or extending core networks, or where the intent is to replicate a core network,
- 14.4 Further to paragraph 2.1 of schedule 2, the CDD and Excess Construction Charges will be regarded as fixed through communication by BT approximately 14 Working Days from the date of the Order.
- 14.5 Further to paragraph 2.4 of schedule 2, upgrades are available under the TDM Access Service for those circuits identified in the Openreach Price List.
- 14.6 Further to paragraph 3.1 of schedule 2, resilience is available under the TDM Access Service as further described in the Handbook and the Openreach Price List.