



Contract for Access Locate Services

Schedule 2 - Service

1. SERVICE PROVISION

1.1 The Service consists of provision by BT of a Facility in a MUA within a BT Building to the CP and enables the CP to locate CP Equipment within the CP's POP for the Permitted Use only.

1.2 The different variants of the Service are described in the Handbook.

2. ORDER HANDLING AND PROVISION

2.1 The CP must place Orders by following the process set out in the Handbook.

2.2 BT and the CP shall agree each new Facility on a case by case basis by entering into a new Order for each one. Each new Order, when signed by both parties, shall form a binding agreement for the provision of a Facility and the Services at that Facility in accordance with the terms and conditions of this Contract.

2.3 An Order may be rejected if any information illegible, 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 CP of the reason for the rejection. BT reserves the right to charge a cancellation charge (if applicable) as detailed in the Openreach Price List.

3. SERVICE ASSURANCE AND PROBLEM MANAGEMENT

3.1 BT will provide a support and service management facility to the CP in accordance with the processes described in the Handbook.

4. SERVICE CONSTRAINTS

4.1 The technical limitations relating to the Service are set out in the Handbook

4.2 There may be technical or geographical limitations that inhibit the installation of the Service. The CP 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 CP of any limitations affecting the provision of the Service and in such circumstances where the Service cannot be provided BT will notify the CP and close the Order.

4.3 The Service must not be used for:

4.3.1 location of core network equipment;

4.3.2 data warehousing;

4.3.3 content and web hosting;

4.3.4 points of mutual interconnect;

4.3.5 functions that create traffic;

4.3.6 provision of wireless telegraphy as defined in the Wireless Telegraphy Act 1949.

4.4 If there is a technical limit relating to the Service, BT will have no liability to the CP 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),



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the performance of the Service, its effect on other services or equipment or the withdrawal of the Service provided that BT notifies the CP as soon as reasonably practicable.

5. CONVERSIONS

If the CP purchases services from BT which the CP wants to convert (and BT agrees to convert) to Access Locate, the CP will need to request conversion of the service from BT in accordance with the Co-mingling and Access Locate End to End Process Manual. BT will co-ordinate the two activities so that the CP converts from the services to Access Locate (subject to the terms and conditions of this Contract) on a date agreed between the Parties.

6. CESSATIONS AND CANCELLATION

- (a) The CP may place Orders for cessations by following the process set out in the Handbook.
- (b) If the CP cancels the Service, or any part of it before the Operational Effective Date, the CP must reimburse BT for the costs of any work done and for money spent in preparing to provide the Service. BT will take reasonable steps to mitigate the amount of such costs and expense.