

1 INTRODUCTION

- 1.1 This Schedule contains the Service Level Agreements between BT and the Communications Provider for:
- a) the Service (see Section A), and
 - b) the EMP system (see Section B).
- 1.2 All the measurement criteria detailed in this Schedule applied to the Service are to be applied on an individual circuit basis.
- 1.3 BT is committed to a programme of continuous improvement relating to the Service, including billing processes and introduction of Service enhancements from time to time.
- 1.4 The SLA/SLG Policy, Business Rules Overview referred to in this Schedule 4 is an Ancillary Document and provides important information about the processes and criteria associated with the service levels and service level guarantees referred to in this Schedule 4.

SECTION A: THE SERVICE

1 BACKGROUND (SECTION A)

- 1.1 This Section A contains the service level agreement between BT and the Communications Provider for the Service.
- 1.2 The Parties shall comply with their respective obligations set out in the SLA/SLG Policy, Business Rules Overview.
- 1.3 References in this schedule to GEA FTTC include both VDSL and Gfast variants, unless explicitly stated otherwise.

2 SERVICE LEVELS

Subject to paragraph 7 of Section A of this Schedule 4:

Order

- 2.1 BT aims to:

For GEA-FTTP (excluding FTTP on Demand):

- a) provide a KCI 1 to acknowledge an Order for the Service or an error message within 1 (one) hour of the XML file being received for 99% of orders;

- b) provide a KCI 2 to confirm that the Order has been Processed and the CCD or an error message by 17:00 hours on the next Working Day following the day the KCI 1 is sent.

For FTTP on Demand:

- a) provide a KCI 1 to acknowledge an Order for the Service or an error message within 1 (one) hour of the XML file being received for 99% of orders;
- B) provide a KCI 2 to confirm that the Order has been Processed and the CCD or an error message after completion of the survey.

Customer Confirmed Date

2.2 The CCD will be, either:

- a) where the Service is Engineer Install GEA-FTTC VDSL or GEA-FTTP (excluding FTTP on Demand), either:
 - (i) the CP Requirement Date where the CP has made a valid appointment reservation; or
 - (ii) where there is no valid appointment reservation and the CP Requirement Date is not available, the next available appointment after the CP Requirement Date which will be no earlier than 5 Working days after the Order is Processed by BT; or
- b) where the Service is Engineer Install GEA-FTTC Gfast, either:
 - (i) the CP Requirement Date where the Communications Provider has made a valid appointment reservation; or
 - (ii) where the Communications Provider has not made a valid appointment reservation and the CP Requirement Date is not available, the next available appointment after the CP Requirement Date after BT has Processed the Order.
- c) where the Service is a PCP Only connection variant:
 - (i) the appointed slot on the CP Requirement Date where the CP has made a valid appointment and the CP will pay the charge set out in the Openreach Price List; or

- (ii) the CP Requirement Date where the CP has not made a valid appointment reservation but has included a specific appointment preference on the Order and the CP will pay the charge set out in the Openreach Price List; or
- (iii) where there is no valid appointment reservation and the appointment preference is blank or set to Daily and the CP Requirement Date is not available, the next available appointment after the CRD which will be no earlier than 5 Working Days after the Order is Processed by BT.

- 2.3 Where the Service is for the FTTP on Demand service option the CCD will normally be no earlier than the 60th Working Day after the Order is Processed by BT.
- 2.4 Where the Service is GEA Cablelink the CCD will be no earlier than the 30th Working Day after the Order is Processed by BT.
- 2.5 Where the Service is Multicast the CCD will be no earlier than the 20th Working day after the Order is Processed by BT.
- 2.6 The CP may request an earlier CCD when it places an Order (a “point of sale expedite”) as set out in the GEA-FTTC product description. If the Order is expedited BT will charge the Communications Provider the Expedite Charge as set out in the Openreach Price List. Point of sale expedite is not available for the FTTP on Demand service option.
- 2.7 The CCD may be amended if:
- a) except for the FTTP on Demand service option, the Communications Provider has requested that the Order is brought forward, from its original CP Requirement Date or the allocated CCD by means of a request for expedited appointment as set out in the GEA-FTTC product description If the Order is expedited BT will charge the Communications Provider the Expedite Charge as set out in the Openreach Price List; or
 - b) the parties have agreed a later date in writing.

Provision

- 2.8 BT will install the GEA-FTTC VDSL , Gfast, or GEA-FTTP Service (excluding FTTP on Demand service option) on the CCD.
- 2.9 Where the Service is GEA Cablelink or the FTTP on Demand service option, BT will aim to install the Service on the CCD.

- 2.10 For GEA-FTTP (including the FTTP on Demand service option) and GEA Cablelink Orders, BT may adjust the CCD as is reasonable in the following circumstances:
- a) one of the circumstances set out in paragraph 7 of Section A of this Schedule 4 below arises; or
 - b) infrastructure build is necessary including but not limited to duct, manholes, fibre spine cable, copper cable or backhaul and core network; or
 - c) there is a cable or exchange breakdown; or
 - d) there is a collapsed, blocked or damaged duct or manhole; or
 - e) notice is required under the Traffic Management Act 2004 as amended or the Traffic (Scotland) Act 2001 as amended or the appropriate Northern Ireland legislation; or
 - f) there is a manhole or footway box that is contaminated with, or by, a substance which requires special treatment, e.g. petrol; or
 - g) asbestos has been identified; or
 - h) security clearance is required but not yet agreed; or
 - i) there is work required on the optical consolidation rack.

BT will notify the CP in writing of any new CCD with reasons for the adjustment.

REPAIR OF THE GEA-FTTC AND GEA-FTTP SERVICE (INCLUDING THE FTTP ON DEMAND SERVICE OPTION)

- 2.11 Subject to paragraph 4.2 below, BT will provide a repair service in accordance with the Service Maintenance Level ordered by the Communications Provider, as follows:
- a) when submitting an Order, the Communications Provider may request that any of Service Maintenance Level 2, 3 or 4 be applied to the service. If no Service Maintenance Level is requested, the level of maintenance provided by BT for such Order shall be Service Maintenance Level 2.
 - b) the Communications Provider may order a change to the then current Service Maintenance Level on not less than one Working Days' notice to be effective as from the date of such change.
- 2.12 For PCP Only connection variants:
- a) BT will maintain the GEA-FTTC Service up to the NTP;

- b) If there is an Openreach Gfast modem and it is found to be faulty, BT will follow standard process to replace the faulty modem; and
 - c) if BT is called out to repair and the fault is found on a part of the Service for which BT is not responsible, BT will charge the Communications Provider for Time Related Charges in accordance with the Openreach Price List.
- 2.13 For the avoidance of doubt, it is not possible to expedite a fault at the time a fault is reported or while the fault is in the process of repair. The Communications Provider should not order this facility as it will not be made available for the Service.
- 2.14 The Communications Provider shall pay the appropriate Service Maintenance Level charge(s) set out in the Openreach Price List. Subject to paragraph 4.2 of Section A below, if BT fails to repair the Service in accordance with the appropriate Service Maintenance Level, the Communications Provider shall be entitled to compensation as set out in paragraph 5 of Section A below.
- 2.15 If BT is unable to repair a fault to the GEA-FTTC VDSL, Gfast, or GEA-FTTP Service within the timescales of the appropriate Service Maintenance Level for the service as a result of one of the following reasons the timescale for repair shall be extended and the service level commitment adjusted accordingly:
- a) BT being unable to access the End User premises at the agreed appointment time through no fault of its own. The Service Maintenance Level period shall be adjusted so that for the calculation of the service level commitment, the original appointment time is changed to the next agreed appointment time where BT is able to gain access to the End User premises;
 - b) BT is unable to proceed because the Communications Provider is unavailable to respond to enquiries from BT in relation to the fault. The Service Maintenance Level period shall be extended for the calculation of the service level commitment for the period until BT receives the necessary response(s) from the Communications Provider to its enquiries;
 - c) if the Communications Provider does not accept the first available appointment time offered by BT. The Service Maintenance Level period shall be extended for the calculation of the service level commitment so that it commences at the time of the alternative agreed appointment time.

- d) due to an action, error or omission by the Communications Provider, the End User and/or a third party that directly causes BT to be unable to comply with such obligations. The Service Maintenance Level period shall be extended for the calculation of the service level commitment until such action is rectified.

2.16 In addition, and as further described in the *Service Maintenance Level Mapping Product Description*, if the Service Maintenance Level for the Service is:

- a) Service Maintenance Level 2 and delay occurs prior to the day on which it is due to be cleared:
 - (i) and the cumulative period of delay ends prior to the time the fault is due to be cleared, the Service Maintenance Level period shall be extended by a period equivalent to the cumulative period of delay.
 - (ii) but the cumulative period of delay extends to the following Working Day(s), the Service Maintenance Level period shall be revised accordingly.
- b) Service Maintenance Level 2 and delay occurs on the day on which the fault is due to be cleared:
 - (i) if the cumulative period of delay is 2 hours or more and less than 4 hours, the Service Maintenance Level period shall be extended by a half day
 - (ii) if the cumulative period of delay is 4 hours or more, the Service Maintenance Level period shall be extended by a full day.
- c) Service Maintenance Level 3 and delay occurs prior to the half day period during which the fault is to be cleared:
 - (i) the Service Maintenance Level period shall be extended by a period equivalent to the cumulative period of delay. If the extended period continues beyond the end of the half day period, the Service Maintenance Level period shall be extended by an equivalent number of half day periods.
- d) Service Maintenance Level 3 and delay occurs during the half day period during which the fault is due to be cleared
 - (i) if the cumulative period of delay is 2 hours or more, the Service Maintenance Level period shall be extended by a half day

- e) except that if the delay occurs and extends after the time the fault is due to be cleared and the delay is more than 2 hours, the Service Maintenance Level period shall be extended to the end of the next half day period following the cumulative period of the delay.
- f) Service Maintenance Level 4 and the Communications Provider has not specified when reporting the fault that either:
 - (i) 24-hour access, or
 - (ii) a continuous access period of 6 hours
- g) is available, the fault will be cleared no later than:
 - (i) 6 hours from the time of the next specified earliest access time, or
 - (ii) 23:59 hours on the agreed appointment date,
- h) whichever is the later.

2.17 If the Communications Provider has ordered Service Maintenance Level 3, or 4 in connection with a provision Order and BT has provided a working Service on the CCD but it is not in accordance with the Communications Provider's reasonable instructions as to, for example the location of the NTE at the End User Premises, BT will provide an SMC facility to deal with the enquiries relating to the reasonable instructions, subject to the following:

- a) The Communications Provider shall raise such request enquiries within 28 calendar days from the Order's KCI3 date using the interface provided by BT;
- b) BT shall within 4 SMC Working Hours of receipt by the SMC of the Communications Provider's request:
 - (i) acknowledge receipt of the request;
 - (ii) provide updates to keep the Communications Provider informed of how the request is progressing; and
 - (iii) inform the Communications Provider whether BT accepts or rejects the request.
- c) BT shall, for requests which BT accepts and an appointment is necessary:
 - (i) within 4 SMC Working Hours of receipt by the SMC of the Communications Provider's request, arrange an appointment; and

- (ii) aim to provide an available appointment to the Communications Provider for an appointment on the next Working Day following receipt by the SMC (within the SMC Working Day) of the Communications Provider’s request.
 - d) BT shall, for requests which BT rejects, within 4 SMC Working Hours of receipt by the SMC of the Communications Provider’s request, provide the Communications Provider with its reason for rejection.
- 2.18 Except as set out in paragraph 2.19, if the Communications Provider raises a fault for GEA-FTTC Service, or GEA-FTTP Service and it is closed by BT, and the Communications Provider raises a subsequent fault for the same GEA-FTTC Service, or the same GEA-FTTP Service, within 28 days of the closure of the previous fault and the subsequent fault is closed by BT and both faults have been closed by BT using the combinations of Clear Codes in the table below and the fault is in the same point of the BT Network:

network fault in the BT network, followed by a network fault in the BT network using the same Clear Code
A fault report closed with Right When Tested followed by a network fault in the BT network
Fault Not Found followed by a network fault in the BT network
In Home Clear followed by a network fault in the BT network

this shall be considered a repeat fault and the Communications Provider shall be entitled to compensation as set out in paragraph 4.8 of Section A below.

- 2.19 The Communications Provider shall not receive compensation if the fault arises from damage (other than damage which has been caused by BT) to the BT network as more fully described in the Events Charges and TRCs document or where the fault has been allocated to a Common Fault Reference.

2.20 Appointment Availability for the GEA-FTTC and GEA FTTP Service

- a) Subject to paragraph 2.20(b) below, BT shall for the provision of GEA-FTTC and GEA-FTTP Service make an appointment available to the Communications Provider within: (i) 12 Working Days of the date of order placement (or if the order is placed on the ‘waiting’ list as described in the GEA FTTC VDSL and Gfast Product

Descriptions, the initial confirmation of CCD) for GEA-FTTC; or (ii) 18 Working Days of the date of order placement (or if the order is placed on the 'waiting' list as described in the GEA FTTP Product Description, the initial confirmation of CCD) for GEA-FTTP. If BT fails to do this, and the cause of that failure is within BT's reasonable control, BT shall pay the Communications Provider compensation as set out in paragraph 4.6 of Section A below.

- b) Where the Communications Provider has been notified that it is obliged to provide a Forecast in accordance with paragraph 1.1 of Schedule 3, if the Communications Provider submits a total number of Orders in a Region during any Forecast Period that is above or below the forecasted number of Orders for a Region, for that Forecast Period by more than the margin of 10%, then the service guarantees for appointment availability set out in paragraph 4.6 of section A below will not apply for that Region for that Forecast Period.

3 Appointments

3.1 Except as set out in paragraph 3.2 below, BT will keep an appointment with the End User entered into the relevant BT appointment system. If BT fails to keep the appointment to:

- a) provide the Service, including when the provision Order is cancelled following a missed appointment; or to;
- b) repair the Service, including when the fault report is cancelled following a missed appointment and the Communications Provider reports a fault within 28 days of the date the fault report is cancelled, and BT completes the repair;

and the cause of that failure is within BT's reasonable control, the Communications Provider shall be entitled to compensation as set out in paragraph 4.3 of Section A below.

If the Communications Provider does not report a Failure of the Service within 28 days of the date the fault report is cancelled, or the subsequent fault report is also cancelled the Communications Provider shall not have the entitlement set out paragraph 4.3 of Section A below.

3.2 For the FTTP on Demand service option or PCP Only connection variants, at the PCP, BT will aim to keep an appointment with the End User entered into the relevant BT appointment system.

4 COMPENSATION

4.1 Provision of GEA-FTTC and GEA-FTTP (excluding FTTP on Demand) Service

If BT fails to meet the commitment set out in paragraph 2.2 of Section A above then, subject to any limitations set out in paragraph 5 and 7 of Section A of this Schedule 4, for each day or part day BT is late in meeting that commitment, the Communications Provider shall be entitled to £8 for the Service affected by the failure.

4.2 Failure of the GEA-FTTC and GEA-FTTP (excluding FTTP on Demand) Service

If BT fails to meet the commitment set out in paragraph 2.11 of Section A above for clearing a failure of the Service then, subject to paragraph 2.12 and any limitations set out in paragraph 5 and 7 of Section A of this Schedule 4, for each day or part day BT is late in clearing a failure of the Service, the Communications Provider shall be entitled to:

- (i) For Service Maintenance Level 1 and 2, an amount equal to 1 month's line rental charge;
- (ii) For Service Maintenance Level 3 and 4, an amount equal to 1 month's line rental charge and 1 month's rental charge for the applicable service maintenance level.

4.3 Appointments for the GEA-FTTC and GEA-FTTP (excluding FTTP on Demand) Service

If BT fails to meet the commitment set out in paragraph 3.1 of Section A above then, subject to any limitations set out in Section A of this Schedule 4, the Communications Provider shall be entitled to compensation of £56 for each missed appointment.

4.4 Disconnection of the GEA-FTTC and GEA-FTTP (excluding FTTP on Demand) Service in error

If BT disconnects the Service from an End User premises when it is not entitled to do so, then subject to any limitations set out in paragraph 5 and 7 of Section A of this Schedule 4, BT will pay or allow to the Communications Provider an amount equal to one month's rental charge for the Service affected by the failure for each day or part day when the Service is disconnected, provided the Communications Provider notifies BT in writing that the Service has been disconnected within 6 working days of any disconnection of an End User. If BT is not notified by the Communications Provider within 6 working days of any disconnection, BT will pay the Communications Provider compensation only from the date it receives notification.

4.5 BT will aim to comply with the service levels defined in this Schedule for FTTP on Demand service option, but these levels are targets and BT has no liability for any failure to meet them.

4.6 Appointment availability for the provision of GEA-FTTC and GEA-FTTP Service

If BT fails to meet the commitment set out in paragraph 2.20 (a) of Section A above for a forecasted Order then, subject to the obligation set out in paragraph 2.20 (b) of Section A of this Schedule 4 and the limitations set out in paragraphs 2.20 (b) and 7 of Section A of this Schedule 4, BT shall, with effect from the dates set out in the SLA/SLG Policy, Business Rules Overview, if the first available appointment BT offers the Communications Provider is:

a) For GEA-FTTC:

- (i) 13, 14 or 15 Working Days from the Communication Provider's Order placement, BT shall, in respect of that forecasted Order pay £2 per Working Day until the next available appointment with effect from and including the 13th Working Day, or;
- (ii) 16 Working Days or later, BT shall, in respect of that forecasted Order pay £4 per Working Day until the next available appointment with effect from and including the 13th Working Day;

b) For GEA-FTTP:

- (i) 19, 20 or 21 Working Days from the Communication Provider's Order placement, BT shall, in respect of that forecasted Order pay £2 per Working Day until the next available appointment with effect from and including the 19th Working Day, or
- (ii) 22 Working Days or later, BT shall, in respect of that forecasted Order pay £4 per Working Day until the next available appointment with effect from and including the 19th Working Day;

4.7 Non-operational GEA-FTTC Service

Subject to paragraph 7 of Section A of this Schedule 4, if, within 8 Working Days of the date an Engineer Install or PCP Only GEA-FTTC service was delivered, the Communications Provider gives BT notice that the service has failed, and this is due to BT's act, error, or omission, then BT shall pay to the Communications Provider fixed compensation of £12.

- 4.8 If there is a repeat fault as set out in paragraph 2.18, and this is due to BT's act, error or omission, then BT shall pay to the Communications Provider fixed compensation of £10. The payment of compensation to the Communications Provider for In Home Clear followed by a network fault in the BT network, is subject to the process set out in the SLA/SLG Policy, Business Rules Overview.

5 LIMITS ON COMPENSATION

- 5.1 For GEA-FTTP the maximum compensation payable under paragraph 4.1, 4.2 and 4.4 of Section A above for any one failure shall be limited to 60 full days per line.
- 5.2 For GEA-FTTC the maximum compensation payable under paragraph 4.4 of Section A above for any one failure shall be limited to 60 full days per line. There will be no cap on the compensation payable under paragraphs 4.1 and 4.2 for GEA-FTTC service.

6 HOW BT WILL PAY COMPENSATION

- 6.1 BT shall monitor its performance of those issues under paragraphs 4.1–4.4 of Section A (inclusive) above and compensate the Communications Provider proactively should it fail to meet those commitments. For the avoidance of doubt in respect of those issues under paragraphs 4.1-4.4 of Section A (inclusive) above compensation shall be payable without the need for the Communications Provider to make a claim. BT will process compensation payable in the month after which it became due. Such compensation payment will normally be included in the next available invoice after processing.
- 6.2 BT may offset all or part of any compensation against any outstanding amounts due for the Service which have not been paid by the Communications Provider.

7 WHAT IS NOT COVERED

- 7.1 To the extent that it affects any compensation payable under Section A of this Schedule 4, the service levels under Section A of this Schedule 4 will not apply if:
- a) the failure by BT is due to the performance of the public internet;
 - b) the failure by BT is due to the Communications Provider's own network or equipment or any other network or equipment outside the BT Network; or
 - c) the Communications Provider is in breach of any part of this Contract or BT suspends the Service or any part of it in accordance with this Contract; or

- d) through no fault of its own or because of circumstances beyond its reasonable control, BT is unable to carry out any necessary work at, or gain access to the Site or the Communications Provider fails to agree an appointment date or work is aborted by the Communications Provider, End User or a third party that BT reasonably assumes to be in authority; or
- e) the Communications Provider and BT agree a different timescale for performance of the Service; or
- f) reasonable assistance is required or information is reasonably requested by BT from the Communications Provider or a third party and such assistance or information is not provided; or
- g) through no fault of its own, BT is unable to obtain any necessary permissions or consents required in connection with the performance of a service level; or
- h) the failure is due to a Force Majeure event; or
- i) the failure is due to a planned or emergency Service interruption; or
- j) the failure is due to a Scheduled Outage or an outage of the System notified in accordance with this Contract; or
- k) the failure is due to an inaccurate Order being submitted by the Communications Provider; or
- l) if the fault is not reported in accordance with the fault reporting provisions in Schedule 2B or 2C.

7.2 If BT has on the CCD attended the Site (for an Engineer Install Order) or the street cabinet (for a PCP Only Order) to provide a GEA FTTC Gfast Service and on provision the Service either: (i) fails to sync; or (ii) the Service provides download speeds below 120Mbps; BT will revert the End User to their previous service and will have no liability under this Schedule 4.

7.3 If BT's attendance to provide a GEA FTTC Gfast Service is after the CCD and either (i) or (ii) from paragraph 7.2 occurs, BT shall (subject to any other exclusions in this paragraph 7) pay a delayed provision compensation payment in accordance with paragraph 4.1 but has no other liability under this Schedule 4 in connection with the Order.

7.4 BT will aim to meet the service levels set out in paragraphs 1 through 3 of Section A of this Schedule 4 for Gfast Services, but these levels are only targets and notwithstanding anything else in this agreement: (i) BT will have no liability for a failure to meet them; and (ii) nothing in paragraph 4 above applies to any GEA FTTC Gfast Service, until BT confirms by written notice on Openreach's Website that Gfast has moved to a full commercial launch.

8 BT LIAISON WITH END USERS

8.1 As part of providing the Service under this Contract, BT may need to contact End Users either via the Communications Provider, or 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;
- b) where the Communications Provider has requested BT to contact the End User directly;
- c) where necessary in relation to all appointments, changes to appointments and access arrangements with the End User for engineering visits; or
- d) where BT is unable to contact the BT engineer directly with respect to concerns for their welfare; or
- e) to assist with provision of the Service and/or maintenance or repair as appropriate.

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

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

8.3 Nothing in this clause covers communications between BT and End Users for any other purposes.

SECTION B: THE EMP SYSTEM

1 BACKGROUND (SECTION B)

- 1.1 This Section B contains the Service Level Agreement between BT and the Communications Provider for the EMP system.
- 1.2 The Service Level Agreement in this section B of Schedule 4 applies to the EMP system in relation to GEA-FTTC Service. In relation to GEA-FTTP Service, BT will aim to comply with the service levels defined in this Schedule for GEA-FTTP Service, but these levels are targets and BT has no liability for any failure to meet them.

2 DEFINITIONS

In this section B:

"Assure Facility" means the facility which BT provides for a Communications Provider to place a fault report in respect of the Service using the Equivalence Management Platform;

"eMLC" means the electronic Manage Line Characteristics facility;

"EMP Services" means Key Dialogue Services, Assure Facility and the Order Facility;

"Fault" means an inability to submit a Transaction and receive a Valid Response;

"Key Dialogue Services" means eMLC, Address Matching, Appointing and Service Test;

"Loss of Service" means a Fault affecting one or more of the EMP Services excluding periods of Scheduled Outages;

"Measurement Period" means the period of time over which BT will measure Loss of Service. The Measurement Period shall be calendar months;

"Order Facility" means the facility BT provides for a Communications Provider to place a, provision, transfer, cessation or migration order in respect of the Service using the Equivalence Management Platform;

"Service Credit" means the compensation BT will pay to the Communications Provider if it fails to meet the Service Level as set out at paragraph 3 below and calculated in accordance with this section B of Schedule 4;

“Service Level” means the level of performance for the EMP Services set out in this section B of Schedule 4;

“Transaction” means submission of a request using the EMP Services; and

“**Valid Response**” means the result of a Key Dialogue Service or in respect of the Assure Facility and Order Facility the sending of the relevant acknowledgment.

3 Service Level

3.1 If there is a Loss of Service then (subject to the other terms of this Section B of Schedule 4, including without limitation the exclusions at paragraph 10 below) BT will pay Service Credits.

4 Systems Helpdesk

4.1 The EMP Helpdesk is available 24 hours per day, 7 days a week, 365 days a year.

5 Measurement

5.1 Loss of Service will be calculated for each Measurement Period on a per communications provider basis and excludes any measurement relating to a failure directly attributable to the Communications Provider or any third party.

5.2 Loss of Service is measured from the point at which the public internet meets the Equivalence Management Platform. The measurement criteria do not include the link to or from the Communications Provider’s own equipment.

6 Service Credits

6.1 Service Credits

a) If, for any Measurement Period, BT fails to meet the Service Level the Communications Provider shall be entitled to Service Credits calculated in accordance with the relevant formulae set out in sub-paragraph (b) below where:

a = the number of valid provide, transfer and migration transactions submitted by the Communications Provider in the previous Measurement Period using the Order Facility (i.e. the month immediately prior to the relevant calendar month)

b = the number of valid assurance transactions submitted by the Communications Provider in the previous Measurement Period using the Assure Facility (i.e. the month immediately prior to the relevant calendar month)

c = total number of hours in the previous Measurement Period

d = the duration of the Loss of Service (expressed as a number of hours rounded to 2 decimal points) calculated on a per incident basis

e = the greater of a or b for the Communications Provider during the previous Measurement Period

f = the fulfilment order run rate for the previous Measurement Period calculated using the formula: $f = a / c$

g = the assurance order run rate for the previous Measurement Period calculated using the formula: $g = b / c$

h = the Dialogue Services run rate for the previous Measurement Period calculated using the formula: $h = e / c$

b) In the event of a Loss of Service BT shall pay the Communications Provider Service Credits depending on the EMP Service which has been affected by the Loss of Service as follows:

(i) Order Facility = $f \times d \times \text{£}20$

(ii) Assurance Facility = $g \times d \times \text{£}20$

(iii) One or more Key Dialogue Services = $h \times \text{multiplier} \times d \times \text{£}20$

For the purposes of the Key Dialogue Services formula above the multiplier set out in the table below will apply.

DURATION OF THE LOSS OF SERVICE (in hours)	MULTIPLIER
Up to 2	1
2 or more but less than 4	2
4 or more but less than 6	3
6 or more but less than 8	4
8>	5

c) The Communications Provider shall only receive Service Credits if it is using the affected EMP Service during the relevant Measurement Period.

- d) If during a Measurement Period BT fails to meet the Service Level the Communications Provider’s entitlement for Service Credits is subject to the following principles:
- (i) If a Loss of Service affects an EMP Service the Service Credit will be based on the affected EMP Service using the relevant formula shown at sub-paragraph (b) above;
 - (ii) If a Loss of Service affects the Order Facility and the Assure Facility the Service Credit will be calculated using the formula at sub-paragraphs (b)(i) and (b)(ii) above;
 - (iii) If a Loss of Service affects all the EMP Services the Service Credit will be based on the greater of either the:
 - (a)** Order Facility and the Assure Facility using the formula at sub-paragraphs (b)(i) and (b)(ii) above; or
 - (b)** the Key Dialogue Services using the formula at sub-paragraphs (b)(iii) above.
- e) The level of Service Credit is subject to a maximum Loss of Service of 48 hours in relation to any single incident.

7 Dialogue Services provided through the Gateway

7.1 The following Dialogue Services shall have the following target transaction completion times (measured and averaged across all Communications Providers):

- a) for access via the portal or the web:

Dialogue Service	Target average (Mean) transactions time over one month
Copper Line Test	81 seconds
GEA Service Test	201 seconds
Address Matching	16 seconds
Appointing	12 seconds
eMLC availability	12 seconds

b) for access via B2B or xml:

Dialogue Service	Target average (Mean) transactions time over one month
Copper Line Test	84 seconds
GEA Service Test	204 seconds
Address Matching	19 seconds
Appointing	15 seconds
eMLC availability	15 seconds

8 HOW BT WILL PAY COMPENSATION

- 8.1 BT shall monitor its performance against the Service Level and compensate the Communications Provider proactively via Service Credits should it fail to meet the Service Level. For the avoidance of doubt Service Credits shall be payable without the need for the Communications Provider to make a claim.
- 8.2 BT may offset all or part of any Service Credits against any outstanding amounts due for the Service which have not been paid by the Communications Provider.
- 8.3 Any Service Credits payable under this Section B of Schedule 4 shall be without prejudice to any right of either party to claim for additional loss.

9 EXCLUSIONS

- 9.1 The Service Level under this Section B of Schedule 4 and the Service Credits relating to it will not apply if:
- a) the failure by BT is due to the performance of the public internet;
 - b) the failure by BT is due to the Communications Provider's own network or equipment or any other network or equipment outside the BT Network;
 - c) the failure is due to a reason covered by clause 14 (Force Majeure) of the Conditions;
 - d) the failure is due to a Scheduled Outage;
 - e) the Loss of Service was caused by activity which removes or disrupts or attempts to remove or disrupt normal Systems service and/or Systems security either

intentionally or accidentally and this exclusion includes the time required to re-affirm or re-establish the normal Systems service or Systems security;

- f) emergency action is necessary;
- g) activity by BT is necessary to restrict the volume of orders (including but not limited to system recovery) to the extent necessary to safeguard the integrity of the System; or
- h) disaster recovery activity is required to be undertaken by BT.