

# BT Managed LAN for HPE Aruba Networking Service Schedule

## Part A – Service Terms

### Section A Service Terms

#### 1. SERVICE SUMMARY

- 1.1** BT will provide the Customer with a modular managed service including the supply, installation (if applicable) and support of a solution that provides managed LAN equipment, comprising:
- 1.1.1 the standard components of the Service set out in Part B; and
  - 1.1.2 any optional components described in Part B and set out in any applicable Order, up to the point of the Service Management Boundary ("**Service**").
- 1.2** The Customer may order this Service either with new equipment purchased from BT or with existing Customer Equipment as part of a service transition.
- 1.3** This Part A sets out the specific terms and conditions applicable to the Service, and Part B sets out the service description and the terms relating to how BT manages the Service.
- 1.4** This Schedule will not apply for the provision of any other services provided by BT (including the Enabling Services and sale of equipment used in the provision of the Service) as such services will be governed by their separate terms and conditions.

#### 2. MAINTENANCE, CHANGES AND SUSPENSION TO THE SERVICE

- 2.1** BT may carry out Planned Maintenance on the Service from time to time. BT will inform the Customer at least five (5) business days in advance.
- 2.2** BT may change the Service provided the performance and quality of the Service is not materially adversely affected. Prior to introducing any change to the Service BT shall provide the Customer with as much notice as is reasonably practicable. Such changes may include:
- 2.2.1 introducing or removing features of the Service; or
  - 2.2.2 replacing the Service with a materially equivalent Service.
- 2.3** BT may occasionally suspend the Service in an event of emergency and/or to safeguard the integrity and security of its network and/or repair or enhance the performance of its network. Where possible, BT shall inform the Customer without undue delay in advance. Where it is not possible to inform the Customer in advance of restriction or suspension of any affected Service BT shall explain as soon as is reasonably practicable afterwards why such restriction or suspension was required.

### Section B Customer Obligations and related Additional Terms

#### 3. GENERAL CUSTOMER OBLIGATIONS

- 3.1** The Customer will:
- 3.1.1 provide BT with the names and contact details of the Customer contact. The Customer Contact will have the authority to make requests or agree proposals for changes to the Service, including withdrawal or suspension of access to the Service by Users. The Customer contact will represent the Customer and reach agreements on the Customer's behalf at all meetings with BT;

- 3.1.2 without undue delay provide BT with any information or assistance reasonably required by BT to enable it to comply with Applicable Law and perform its obligations hereunder with respect to the Service;
- 3.1.3 use the Incident reporting procedures notified to the Customer by BT, and ensure that the Customer contact is available for all subsequent Incident management communications;
- 3.1.4 provide a complete and up to date description/inventory of the applicable LAN infrastructure or Customer Equipment. Delivery of the Service is dependent on this being provided. If the Customer cannot provide this, then BT will provide consultancy services (at an additional Charge to be agreed in an Order) to obtain the information.
- 3.1.5 ensure that the local area network (LAN) protocols, applications and equipment used by the Customer are compatible with the Service;
- 3.1.6 complete any preparation activities that BT may request to enable the Customer to receive the Service promptly and in accordance with any agreed timescales;
- 3.1.7 procure services that are needed to permit the Service to operate, including Enabling Services as defined in Part B, and ensure they meet the minimum technical requirements specified by BT;
- 3.1.8 where the Customer has provided its own or a third-party Enabling Service, ensure and confirm to BT that the Enabling Service is working correctly before reporting Incidents to BT;
- 3.1.9 inform BT of any planned maintenance on any third-party provided Enabling Service;
- 3.1.10 be responsible for ensuring the compatibility of any applications the Customer wishes to use with the Service, except applications that are provided by BT.
- 3.1.11 agree to co-operate in diagnosing Incidents by carrying out any diagnostic and test routines requested by BT or included in the Manufacturer's Requirements and allowing BT to carry out remote diagnostic tests where appropriate.
- 3.1.12 provide service assurance support to BT, where reasonably requested, to progress the resolution of Incidents for any BT equipment installed on an Enabling Service that is not being provided by BT;
- 3.1.13 in jurisdictions where an employer is legally required to make a disclosure to its Users and employees in relation to the Service:
- 3.1.14 inform Users (individually or via local workers councils depending on Applicable Law) that as part of the Service being delivered by BT, BT may monitor and report the use of any targeted applications;
- 3.1.15 ensure that Users have consented or are deemed to have consented to such monitoring and reporting (where such consent is legally required); and
- 3.1.16 be responsible for its Content and that of its Users (including any Content hosted by the Customer or any User on behalf of third parties);
- 3.1.17 be responsible for any Consumables used throughout the lifetime of the Service and replacing the same; and

#### **4. CUSTOMER EQUIPMENT AND SITE REQUIREMENTS**

##### **4.1** The Customer will:

- 4.1.1 provide BT with any information reasonably required, including information in relation to health and safety and the environment, without undue delay, and the Customer will ensure that the information is accurate and complete;
- 4.1.2 monitor and maintain any Customer equipment not managed by BT but connected to the Service or used in connection with a Service;

- 4.1.3 ensure that any Customer equipment not managed by BT as part of this Service:
- (a) is connected to the Service in accordance with the technical specifications;
  - (b) is adequately protected against viruses and other breaches of security;
  - (c) will not harm or damage BT equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment;
  - (d) is approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer equipment;
- 4.1.4 immediately disconnect any Customer equipment not managed by BT as part of this Service, or advise BT to do so at the Customer's expense, where such Customer equipment:
- (a) does not meet any relevant instructions, standards or Applicable Law; or
  - (b) contains or creates material that is in breach of the Acceptable Use Policy and the Customer is contacted by BT about such material,
- and redress the issues with the Customer equipment prior to reconnection to the Service.
- 4.1.5 ensure that any Customer Equipment managed by BT under this Service:
- (a) is not changed to another location without BT's consent;
  - (b) is provided with suitable racking, power and cooling to house the Customer Equipment as per the Suppliers requirements (e.g. no other equipment or material is stacked on top of the Customer Equipment) and will ensure that all areas containing permanently installed Customer Equipment are maintained in a clean condition;
  - (c) will be operated in accordance with any instructions issued by the Supplier or by BT and will not repair, adjust or modify it without BT's prior written consent. The Customer may however make configuration changes in accordance with the procedure and parameters set out in any documentation applicable to the Customer Equipment and will keep BT informed of any such changes;
- 4.1.6 for Sites not under BT's control, get all the consents, licences, permissions and authorisations BT and the Customer need and keep them up to date so BT can provide the Service at the Sites, including for:
- (a) making alterations to buildings;
  - (b) getting into property;
  - (c) dealing with local authorities, landlords or owners;
  - (d) installing equipment; and
  - (e) using the Service over the Customer's network or at a Site; and
- 4.1.7 provide BT, or third parties acting on BT's behalf, with access to any Site(s) during Business Hours, or as otherwise agreed in an Order or permitted, to enable BT or its third parties, to set up, deliver, manage, maintain and restore the Service.
- 4.2** If software is supplied by BT as part of the Service, the Customer will retain and store the software for future use by BT.
- 4.3** If BT is providing a LAN, but not the associated WAN, the Customer is responsible for:
- 4.3.1 design, configuration, implementation, maintenance and support of the WAN;
  - 4.3.2 integration of features and functionality between the BT provided Service and the WAN; and
  - 4.3.3 ensuring that the WAN solution integrates with the BT provided LAN and any other element of the solution not provided by BT.

## 5. SERVICE TRANSITION

- 5.1** If the Customer is transitioning its existing services to BT, the Customer will provide any information or access reasonably required by BT, including:
- 5.1.1 an inventory list with information relating to each Customer Equipment to be transitioned with relevant technical specifications, including:
    - (a) the location of the Customer Equipment;
    - (b) software licence information;
    - (c) network diagrams;
    - (d) Customer Equipment name and IP addressing; and
    - (e) details of any third-party contracts, service level agreements and equipment;
  - 5.1.2 access to its Customer Equipment at least 10 Business Days prior to the Operational Service Date; and
  - 5.1.3 copies of relevant extracts of Customer's supplier support contracts for the Customer Equipment that are the subject of the service being transitioned. BT will assume that the existing service level agreements with the relevant supplier remain the same as set out in the copies provided to BT, unless the Customer provides BT notice.
- 5.2** The Customer is responsible for the accuracy of the Customer Equipment inventory.
- 5.3** Any changes to the inventory provided in accordance with paragraph 5.1.1 will be made in writing and:
- 5.3.1 may cause delay to the transition of the Service or the Operational Service Date; and
  - 5.3.2 may result in a change to the Charges to reflect the revised scope of the Service.
- 5.4** For any Customer Equipment forming part of the inventory, the Customer will:
- 5.4.1 order a BT Site survey and BT will be entitled to inspect and test the Customer Equipment subject to the agreed Site access requirements;
  - 5.4.2 ensure the Customer Equipment is in good operating condition;
  - 5.4.3 order maintenance and management services from BT and the Customer Equipment at each Site will have the same level of Maintenance as selected for all other relevant Customer Equipment at such Site;
  - 5.4.4 give BT access to the Customer Equipment configurations;
  - 5.4.5 specify its configuration requirements in the Order if the Customer requires BT to be responsible for configuring the Service.
  - 5.4.6 be responsible for all existing cabling;
  - 5.4.7 retain title and risk in any Customer Equipment;
  - 5.4.8 ensuring that additional applications are not installed on any servers being maintained by BT, unless previously agreed by BT in writing;
- 5.5** If during the inventory, it is discovered that the Customer Equipment requires remedial work, or an upgrade of software or hardware, this is not included in any correction work BT would carry out for the inventory. Any remedial work or upgrades can be ordered via Professional Services and Customer Training as set out in the Service Options as set out in Part B.
- 5.6** If the Customer has not ordered a Customer Equipment maintenance option, then the Customer is responsible for any maintenance and BT accepts no responsibility or liability for any such work which will be carried out at the Customer's risk.

## 6. SUPPLIER TERMS/SOFTWARE LICENCE TERMS

- 6.1** If the Customer selects the ES Device as a Service Option in Part B of this schedule, the following provisions will apply:
- 6.2** The End User License Agreement (“**EULA**”) establishes certain terms and conditions through direct privity of contract between the Customer and Supplier and as such the Customer will:
- 6.2.1 be directly bound by the terms and conditions set out in the EULA contained in Part B and, where applicable, ensure that its Users also comply with the terms of the EULA;
  - 6.2.2 enter into the EULA for the Customer’s own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between the Customer and the Supplier and the Customer will deal with the Supplier with respect to any loss or damage suffered by either of the Customer or the Supplier as such loss or damage will not be enforceable against BT; and
  - 6.2.3 observe and comply with the EULA for any use of the applicable Supplier software.
- 6.3** If the Customer does not comply with the EULA:
- 6.3.1 BT may restrict or suspend the entire Service upon notice; in such event:
  - 6.3.2 the Customer will continue to pay the Charges for the Service until the end of the Subscription Term; and
  - 6.3.3 BT may charge a re-installation fee to re-start the Service.
- 6.4** Where the EULA is presented in a ‘click to accept’ function and the Customer requires BT to configure or install software on their behalf, BT will do so as their agent and bind the Customer to the EULA. For this purpose, the Customer hereby grants to BT a mandate to enter into the EULA in the Customer’s name and on its behalf. BT and the Customer may for this also execute a power of attorney as part of the Order.
- 6.5** If the Customer elects to purchase additional licences during the Agreement, BT will notify the Customer of any additional charges and extend the licence renewal date for all ES Devices.
- 6.6** The Customer may purchase a licence renewal from BT. If the Customer chooses not to renew a licence the Customer will no longer be able to use the ES Device associated with the licence.
- 6.7** The Customer will terminate the Services associated with a licence including any management services if the Customer does not renew a licence.

## 7. PASSWORDS, AUTHORISED USERS AND SECURITY

- 7.1** The Customer is responsible for the proper use of any usernames, personal identification numbers and passwords or similar used in conjunction with the BT equipment or the Service, and the Customer will take all necessary precautions to ensure that the foregoing are kept confidential, secure and not made available to unauthorised persons.
- 7.2** The Customer will distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users’ access to the Service.
- 7.3** The Customer will promptly terminate the access of any person who is no longer an authorised User.
- 7.4** The Customer will promptly inform BT if a User’s ID or password has, or is likely to become known to an unauthorised person, or is being or may be used in an unauthorised way.
- 7.5** The Customer will change any or all passwords or other systems administration information used in connection with the Service if BT asks Customer to do so in order to help safeguard ensure the security or integrity of the Service.
- 7.6** The Customer will maintain a written list of current Users and provide a copy of the list to BT within five Business Days following BT’s written request at any time;

## 8. IP ADDRESSES

- 8.1** Except for IP Addresses expressly registered in the Customer's name and all IP Addresses made available by BT with the Service will at all times remain BT's ownership or the ownership of BT's suppliers and are non-transferable.
- 8.2** All the Customer's rights to use BT IP Addresses will cease on termination or expiration of the Service.

## Section C Acceptable Use Policy

### 9. INTRODUCTION

- 9.1** The Customer acknowledges that it has read and agrees to be bound by and to ensure that any Users will comply with this Section C ("**Acceptable Use Policy**" or "**AUP**").

### 10. USE OF THE SERVICE

- 10.1** The Customer will not use the Service in breach of Applicable Law or in any way that is considered to be:
- 10.1.1 detrimental to any person or in a manner which violates or otherwise encroaches on the rights of others (including rights of privacy and free expression); and
  - 10.1.2 detrimental to the provision of services to the Customer or any other BT customer.
  - 10.1.3 The Customer will not use the Service to intentionally take, or attempt to take, any action that could:
    - (a) transfer files that are, contain or are made up of viruses, worms, Trojans, distributed denial of service, any back door or time-bomb or other harmful programmes or software designed to violate the security of BT, any other person or company; or
    - (b) prevent, block or obstruct access to any programme installed on, or data saved in, any computer or damage or harm the operation of any of these programmes or the reliability or accuracy of any of this data.
- 10.2** Unless agreed in writing with BT:
- 10.2.1 the Customer will only use the Services for the commercial and business purposes for which they have been designed; and
  - 10.2.2 the Customer will not modify, amend, change, reconfigure or otherwise repurpose all or any part of the Services for uses other than those pursuant to paragraph 10.2.1 above.

### 11. USE OF MATERIALS

- 11.1** The Customer will not create, download, receive, store, send, publish, transmit, upload or otherwise distribute any material, including information, pictures, music, video or data, that is considered to be:
- 11.1.1 harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;
  - 11.1.2 promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;
  - 11.1.3 in breach of the intellectual property rights of BT or any other company or person, for example by using, distributing or copying protected or 'pirated' material without the express permission of the owner;
  - 11.1.4 in breach of the privacy or data protection rights of BT or any other person or company; or
  - 11.1.5 in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.



**11.2** The Customer will ensure that all material that is derived from the machines or networks that it uses in connection with the Service is not in breach of this AUP.

## **12. SYSTEMS AND SECURITY**

**12.1** The Customer will not:

- 12.1.1 take any action that could:
  - (a) damage, interfere with, weaken, destroy, disrupt, harm, violate, disable, overburden, overtake, compromise, hack into or otherwise adversely affect any computer system, network or the internet access of the BT Network or network of any other person or company; or
  - (b) adversely affect or tamper with BT's security, the BT Network or any system or security network that belongs to any other person or company.
- 12.1.2 access any computer system or network belonging to any person or company for any purpose without permission, including to probe, scan or test the security of a computer system or network or to monitor data traffic;
- 12.1.3 connect the BT Network to machines, equipment or services that do not have adequate security protection or that are able to be used by others to carry out conduct that is not allowed by this AUP; or
- 12.1.4 collect, take or harvest any information or data from any BT services, BT's system or network or attempt to undermine any of BT's servers or systems that run BT services.

## **Section D Compliance and Regulation**

### **13. EXPORT OF CONTENT USING CLOUD SERVICES**

**13.1** The Service comprises a cloud service that utilises software and technology that may be subject to export control laws of various countries. The Customer is solely responsible for any compliance related to the way the Customer uses the Service and the location the Service is used including access by Users to the Service and for the Customer's Content transferred or processed using the Service, including any publication of such Content.

## **Section E Charges, Subscription Term and Termination**

### **14. CHARGES**

- 14.1** The Customer will pay the Charges for the Service, and any optional features (including upgrades and re-configuration) as specified in the Order.
- 14.2** Charges per element of the Service to be re-configured after the Operational Service Date must be agreed and documented in a new Order.
- 14.3** In addition to the Charges set out in the Order, the Customer may be liable for the following additional Charges:
  - 14.3.1 Charges for (de-)commissioning the Service outside of Business Hours;
  - 14.3.2 Charges for expediting provision of the Service at the Customer's request after BT has informed the Customer of the delivery date;
  - 14.3.3 Charges for investigating the Customer reported Incidents where BT finds no Incident or that the Incident is outside the Service Management Boundary;

- 14.3.4 Charges for restoring Service if the Service has been suspended by BT in accordance with the terms of the Governing Agreement;
- 14.3.5 Charges for any Site surveys BT would require to verify the completeness and correctness of the information provided by the Customer;
- 14.3.6 Charges for BT having to repair any Incidents due to:
  - (a) Misuse, incorrect environmental conditions including incorrect temperature and humidity levels, faulty manufacture or design and mains electrical surges or failures;
  - (b) lightning damage, electromagnetic interference, or any other accidental or deliberate damage;
  - (c) correction of defects following the removal or connection of Customer Equipment other than by BT;
  - (d) connection by the Customer of other equipment other than the Customer Equipment set out in the Customer Equipment inventory;
  - (e) BT being denied access to the Customer Equipment; and/or
- 14.3.7 Charges for any additional work to be performed by BT with a Service Transition; including:
  - (a) Site surveys required to verify the completeness and correctness of the information provided by the Customer;
  - (b) to repair, modify or adjust the Customer's existing Customer Equipment (including software upgrades and required number of licenses) which are necessary for BT to provide the Service; and
  - (c) any necessary integration work if the WAN solution was not properly integrated with the BT provided LAN.

## 15. SUBSCRIPTION TERM AND TERMINATION

- 15.1 The Order sets out any Subscription Term (also called "**Minimum Period of Service**") applicable to the Service, as well as any associated volume commitments, invoicing terms and the termination Charges that are specific to the Service.
- 15.2 Unless otherwise agreed to the contrary, following the expiration of the Subscription Term, the Service shall continue unless and until terminated in accordance with the terms of the Governing Agreement referenced in the Order.

## 16. END OF SERVICE

- 16.1 On termination of the Service, Customer will:
  - 16.1.1 retrieve all Customer data from the Service;
  - 16.1.2 provide BT with all assistance necessary to remotely decommission all network and applications supporting the Service at each Customer Site(s);
  - 16.1.3 return to BT the Software or intellectual property provided by BT and all copies of such;
  - 16.1.4 disconnect any Customer Equipment from the Service;
- 16.2 On termination of the Service BT will:
  - 16.2.1 provide configuration information relating to the Service provided at the Site(s) in a format that BT reasonably specifies;
  - 16.2.2 decommission all network and applications supporting the Service at each Customer Site(s); and
  - 16.2.3 where permitted under applicable mandatory law, delete any Content, including stored logs or any configuration data relating to BT's management of the Service.



**Section F Service Levels**

**17. INTRODUCTION**

- 17.1 BT will use its reasonable endeavors to achieve the service levels ("**Service Levels**") applicable to the Service. If BT fails to achieve the Service Levels, the Customer may claim associated service credits ("**Service Credits**").
- 17.2 Service Levels only apply to events occurring within the Service Management Boundary and to each Site and each element of the Service within the Service Management Boundary.
- 17.3 In this section "Site" will mean an individual Site or devices as appropriate.
- 17.4 Service Credit calculations and payments will be based on monthly recurring Site Charges, unless stated to the contrary in the Order.

**18. SERVICE AVAILABILITY SERVICE LEVEL**

- 18.1 BT will assign a Service Level category for each Site ("**Site Service Level Category**") included in the Order that is determined by the Service configuration and the technical specification at that Site. The Site Service Level Categories and the associated service availability metrics are set out in the table below.
- 18.2 Each Site Service Level Category has an Annual Service Availability Target, a Maximum Annual Service Downtime and a Monthly Standard Service Credit Start Point which are used to ascertain when Service Credits are payable. BT will measure Service Downtime for each Qualifying Incident and will keep a record of cumulative Service Downtime by Site, in units of full minutes, for each month and a rolling 12-month period.
- 18.3 Service Downtime is measured from when a Qualifying Incident is opened on BT's incident management system and ends when BT resolves the Qualifying Incident ("**Service Downtime**"). The Customer will be given an Incident ticket number for each Qualifying Incident. BT will inform the Customer when the Qualifying Incident is resolved and will close the Incident ticket when either the Customer confirms within 20 minutes that the Qualifying Incident is resolved, or BT has attempted and failed to contact the Customer and the Customer does not respond within 20 minutes. If the Customer confirms that the Qualifying Incident is not resolved within 20 minutes of being informed, the Incident ticket will remain open, and the Service Downtime calculation will be adjusted.
- 18.4 Service Downtime will be suspended outside of Business Hours, unless otherwise specified in the Order.

Site Service Level Category	Annual Service Availability Target	Maximum Annual Service Downtime	Monthly Standard Service Credit Start Point	Service Credit Interval	Standard Service Credits for each started Service Credit Interval	Elevated Service Credits
<b>Cat A - Resilient Service (Dual Core Switches / Supervisors and Redundant Power)</b>	≥ 99.95%	4 hours	0 minutes	Per started hour	4% of MRC	8% of MRC
<b>Cat D- No Resilience Service</b>	≥ 99.80%	17 hours	5 hours	Per started hour	4% of MRC	4% of MRC

**18.5 Service Availability Service Credits.**

18.5.1 When there is a Qualifying Incident(s) and the cumulative Service Downtime in a month at a Site exceeds the Monthly Standard Service Credit Start Point but does not exceed the Maximum Annual Service Downtime, the Customer may claim standard Service Credits. Service Credits will be four (4)

per cent of the Monthly Recurring Charges (“MRC”) for the impacted Service, per started Service Credit Interval above the Monthly Standard Service Credit Start Point.

By way of a worked example: at a Cat D Site, a Qualifying Incident with a Service Downtime of 6 hours and 10 minutes would incur 2x4% of the MRC for the impacted Service (two started Service Credit Intervals above the 5-hour Monthly Service Credit Start Point).

18.5.2 Elevated Service Credits shall apply if the cumulative Service Downtime at a Site in any rolling 12-month period exceeds the Maximum Annual Service Downtime. Elevated Service Credits shall apply to the entire Service Downtime of the Incident which triggered the breach of the Maximum Annual Downtime. The Customer may claim for each started Service Credit Interval at the percentage of MRC for the Service shown in the table above. Elevated Service Credits will remain for any further periods of Service Downtime until the Maximum Annual Service Downtime in a rolling 12-month period is no longer exceeded. Whilst Elevated Service Credits apply, Standard Service Credits and the Standard Service Credit Start Point will not apply.

By way of a worked example: at a Cat D Site, a Qualifying Incident with a Service Downtime of 8 hours in May, then a further Qualifying Incident with a Service Downtime of 10 hours in September, the Service Downtime in September would result in a breach of the Maximum Annual Service Downtime target of 17 hours. Elevated Service Credits will apply at a rate of 10x4% of the MRC for the impacted Service in September. The Elevated Service Credits shall apply if there are any additional periods of Service Downtime until the 17 hour Maximum Annual Service Downtime is no longer breached in a rolling 12-month period. Assuming there are no further Qualifying Incidents, this would be May of the following year.

## 19. RESILIENCY RESTORATION

### 19.1 Resiliency Restoration Service Level

19.1.1 From the Operational Service Date, where the Customer has purchased a Resilient Service and experiences a Qualifying Incident on any Resilient Component, BT aims to restore the Service to the affected Resilient Components within 24 hours of the Customer reporting the Qualifying Incident, or BT detecting the Incident (“**Resiliency Restoration Service Level**”), but the Resiliency Restoration Service Level will not apply where there is a Priority 1 Incident (in which case, the Availability Service Level will apply).

### 19.2 Resiliency Restoration Service Credits

19.2.1 If the affected Resilient Components are not restored within 24 hours, the Customer may request a Service Credit (“**Resiliency Restoration Service Credit**”) for each commenced hour in excess of the Resiliency Restoration Service Level of one (1) per cent of the total monthly Recurring Charges for the Resilient Service.

## 20. GENERAL SERVICE CREDIT EXCLUSIONS

20.1 Only measurements carried out by BT will be used in the calculation of Service Credits.

20.2 Service Levels and/or Service Downtime will be excluded:

20.2.1 where the acts or omissions of the Customer or any third party (excluding BT’s suppliers) lead to BT not being able to provide all or part of this Service; e.g. the Customer does not provide access, delays providing access or denies permission for BT or its agents and third parties, acting on BT’s behalf, to implement the Service or carry out necessary repairs to the Service;

20.2.2 if a third-party Enabling Service is not connected or functioning, a fault on the Customer’s network, the Customer’s Equipment (including configuration) or on any third-party software or service not provided and/or managed by BT under the terms of this Schedule;

20.2.3 for any faults caused by the Customer’s use or management of the Service;



- 20.2.4 if BT is awaiting information from the Customer or awaiting confirmation by the Customer that the Service has been restored;
- 20.2.5 for any Qualifying Incident not reported in accordance with the incident reporting procedures notified by BT to the Customer or where Priority 1 Incident tickets are opened erroneously;
- 20.2.6 for any cause beyond BT's reasonable control as set out in the Governing Agreement or this Schedule;
- 20.2.7 during any period of Planned Maintenance or agreed changes on the Service by BT unless the service outage time exceeds the time estimation communicated to the Customer;
- 20.2.8 during any period of maintenance by the Customer or its third party on Customer's equipment, third party software or third-party services not provided and/or managed by BT under the terms of this Schedule;
- 20.2.9 during any trial period of the Service; and
- 20.2.10 if the Service is suspended due to Customer's breach of its obligations under the Governing Agreement.

### 20.3 General Service Credit Limitations

- 20.3.1 Service Credits for all Service Levels will be aggregated and cannot exceed 100% of the cumulative monthly recurring Charges at any affected Site, unless expressly stated to the contrary in the Order.
- 20.3.2 To qualify for Service Credits, and before any Service Credits can be applied, the Customer must make a claim within 25 days after the end of the month in which the Service underperformed or where a longer time period is required by mandatory local law then the shortest period that can be applied.
- 20.3.3 Service Credits will be:
  - (i) paid by deduction from the Customer's invoice within two (2) billing cycles of a claim being received; or
  - (ii) following termination of the Service where no further invoices are due to be issued by BT, paid by BT within two (2) months of a claim being received.

## Section G Data Protection

With this Service BT and its suppliers will only act as Controller in accordance with the terms set out in the Governing Agreement.

## Section H Defined Terms and Abbreviations

For the purposes of this Schedule defined terms and abbreviations shall have the meaning ascribed to them within the body of the Schedule or below:

**"Acceptable Use Policy"** means the policy as set out at Part A, Section C.

**"Acceptance Tests"** means those objective tests conducted by the Customer that when passed confirm that the Customer has accepted the Service and that the Service is ready for use save for any minor non-conformities that will be resolved as an Incident.

**"Applicable Law"** means the laws as set out in the Governing Agreement as may be amended from time to time.

**"Aruba Central"** means the Supplier provided software licence required to use this Service with either the ES Device or the Customer Equipment.

**"BT Network"** means the communications network owned or leased by BT and used to provide the Service.



“**Business Day**” means generally accepted working days at the locality of the Site, excluding any national or bank holidays.

“**Business Hours**” means between the hours of 0800 and 1700 in a business day at the locality of the specific Site.

“**Charges**” means the charges that are payable in relation to the Service, as the same are specified in the Order, or calculated in accordance with the terms set out in this Schedule.

“**Content**” means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.

“**Controller**” shall have the meaning given to it in the GDPR.

“**Consumables**” means goods used by the Customer that must be replaced regularly because they wear out or are used up e.g., batteries, sticky pads and bulbs.

“**Customer Equipment**” means Customers’ Equipment as detailed in the inventory and managed by BT under this Service.

“**Customer Handbook**” means the document provided to the Customer as a guidebook for how our managed Service works once operational.

“**Customer Personal Data**” means any Personal Data Processed as a Processor by BT in the context of providing the Services under this Governing Agreement.

“**Dashboard**” means the supplier supported Customer interface. Within this interface the Customer can access “read only” reports, view status of equipment etc.

“**Data Subjects**” shall have the meaning given to it in the GDPR.

“**Enabling Services**” means the services as defined in Part B – Service Description

“**ES Device**” or “**Managed Lan Edge Solution Device**” means any and all devices associated with any ES service option as set out in Part B – Service Description.

“**GDPR**” means the General Data Protection Regulation (EU) 2016/679 (“EU GDPR”) and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR as applicable to the Processing).

“**Governing Agreement**” means the master terms and conditions which govern this Schedule.

“**Incident**” means any unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.

“**IP Address**” means a unique number on the internet of a network card or controller that identifies a device and is visible by all other devices on the internet.

“**Manufacturer’s Requirements**” means the standards required by the requisite manufacturer to use their systems. These are available on the data sheets on the requisite manufacturers’ website. BT will confirm the identity of the manufacturer on order.

“**Operational Service Date**” means the date upon which the Service is made operationally available to the Customer at a Site and may be called the “Service Start Date” in some Governing Agreements.

“**Order**” means means an Order that accompanies a Service Schedule for a new Service and contains the Parties agreement on Charges, rate card (where applicable) and any other relevant commercial information related to the Service referred to in the Order.

“**Personal Data**” shall have the meaning given to it in the GDPR.

“**Planned Maintenance**” means scheduled maintenance that is planned in advance.

“**Project Initiation Document**” or “**PID**” means a document which contains the specifics of the product prior to launch.

“**Priority 1**” means a Qualifying Incident which cannot be circumvented, and which also constitutes a complete loss of the Service at the Site(s).

“**Processing**” and “**Processor**” shall have the meaning given to it in the GDPR.



“**Project Co-ordinator**” means the desk-based project manager provided under Paragraph 1.1.2 – Part B – Service Description.

“**Qualifying Incident**” means any Incident affecting the Service within the Service Management Boundary, with the exception of Incidents caused by:

- modifications or alterations to the Service made by Customer, or by BT in accordance with Customer's instructions;
- Planned Maintenance;
- network configurations that BT did not approve;
- incidents that have been reported but BT cannot confirm that an incident exists after performing tests; or
- Customer requests BT to test the Service at a time when no incident has been detected or reported.

“**Resilient Component**” means, with respect to a Resilient Service, Customer Equipment managed by BT forming part of the Customer Equipment inventory.

“**Resilient Service**” means the Service or part of the Service, as set out in any applicable Order, where BT provides:

- a) A Site that is designed to have high availability and without single points of failure, such that where one component fails the Service is still available; and
- b) Having a maintenance service coverage of 24 hours ad day, 7 days per week.

“**Service Support Partner**” or “**SSP**” means third party companies that BT uses to deliver, install and maintain on-site equipment such as Routers and Switches. SSPs are also used to conduct on-site surveys.

“**Service Care Levels**” means the times to respond to or repair an Incident that BT will endeavour to achieve in response to a fault report and that are based on the access line.

“**Site**” means the physical Customer location to which the Service will be provided. Such Site may be Customer or third party owned.

“**Sub-Processor**” means a BT Affiliate or BT's supplier or subcontractor that BT engages to Process Customer Personal Data for the purposes of this Governing Agreement.

“**Subscription Term**” means the term contracted for this Service as set out in the Order. In some Governing Agreements this may also be called “Minimum Period of Service” or “Minimum Term”.

“**Supplier**” means Aruba Networks Inc., a subsidiary of Hewlett Packard Enterprise (HPE), is located in Santa Clara, California.

“**User**” means any person who is permitted by the Customer to use or access a Service.