

Carbon Network Dashboard Service Schedule

Part A – Service Terms

Section A Service Terms

1. SERVICE SUMMARY

- 1.1** BT will provide the Customer with a right to access and use an online service which provides a single dashboard to capture real-time power and energy consumption data displayed by Device, Site, or country level. The data will be enriched with Carbon Emission Factor to calculate carbon emission. The Carbon Network Dashboard Service comprises:
- 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** 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.
- 1.3** This Schedule will not apply for the provision of any other services provided by BT (including the Enabling Services) 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 seven (7) calendar 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 and seek BT's prior written permission if the Customer contact is not a Customer employee.
 - 3.1.2** ensure that the Customer contact will take Incident reports from Users and pass these to the BT Service Desk using the agreed reporting procedures. The Customer contact should be available for all subsequent Incident management communications.
 - 3.1.3** not resell (with or without any charge) the Service (or any part of it) to any third party.
 - 3.1.4** 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.

- 3.1.5 ensure that any incidents are investigated and diagnosed by Customer's internal helpdesk as being an Incident relating to the Service, before reporting to the Service Desk.
- 3.1.6 ensure that the local area network (LAN) protocols, applications and equipment used by Customer are compatible with the Service.
- 3.1.7 complete any preparation activities that BT may request to enable the Customer to receive the Service promptly and in accordance with any agreed timescales.
- 3.1.8 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.
- 3.1.9 inform BT of any planned maintenance on any third party provided Enabling Service.
- 3.1.10 in jurisdictions where an employer is legally required to make a disclosure to its Users and employees in relation to the Service:
 - (a) 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;
 - (b) ensure that Users have consented or are deemed to have consented to such monitoring and reporting (where such consent is legally required).

4. CUSTOMER EQUIPMENT

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 connected to the Service or used in connection with a Service.
- 4.1.3 ensure that any Customer equipment that is connected to the Service or that the Customer uses, directly or indirectly, in relation to the Service:
 - (a) is connected using the applicable BT NTE, unless the Customer has BT's permission to connect by another means;
 - (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; and
 - (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, or advise BT to do so at the Customer's expense, where 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.

5. PASSWORDS, AUTHORISED USERS AND SECURITY

- 5.1 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.



- 5.2 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.
- 5.3 The Customer will promptly terminate access of any person who is no longer an authorised User.
- 5.4 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.
- 5.5 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 to help safeguard ensure the security or integrity of the Service.

6. RESTRICTIONS

- 6.1 The Service is limited to a maximum of fifty (50) Users.
- 6.2 BT will not be liable for failed, corrupted or inconsistent data, or for the any delay in supplying the Service, if BT's suppliers delay or refuse the supply of processed data to BT.
- 6.3 The sustainability reporting can only apply to Devices that provide power data via SNMP, CLI Mechanism, and REST API.
- 6.4 Some Customer Devices will not provide real-time power data. In this case, only estimated power will be used in the calculation of power and energy consumption.
- 6.5 Some Customer Device models may require MIBs certification for providing power data.
- 6.6 Carbon Emission Factor is available at country level, Site level aggregation is not provided.
- 6.7 The accuracy and completeness of any estimated power and carbon emission data, provided by BT to the Customer, is based on data provided to BT by BT's suppliers at a specific point in time. This data will be subject to change and BT accepts no liability or responsibility for the accuracy of any data provided.

Section C Acceptable Use Policy

7. INTRODUCTION

- 7.1 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**") as set out below and generally accepted Internet standards.

8. USE OF THE SERVICE

- 8.1 The Customer will not use the Service in breach of Applicable Law or in any way that is:
 - 8.1.1 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
 - 8.1.2 detrimental to the provision of services to the Customer or any other BT customer.
- 8.2 The Customer will not use the Service to intentionally take, or attempt to take, any action that could:
 - 8.2.1 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 programme or software designed to violate the security of BT, any other person or company; or
 - 8.2.2 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.
- 8.3 Unless agreed in writing with BT:
 - 8.3.1 the Customer will only use the Services for the commercial and business purposes for which they have been designed; and
 - 8.3.2 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 8.3.1 8.3.1 above.



9. USE OF MATERIALS

- 9.1** 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:
- 9.1.1** harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing, or menacing.
 - 9.1.2** promoting or encouraging of illegal, socially unacceptable, or irresponsible behavior, or that may be otherwise harmful to any person or animal.
 - 9.1.3** 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.
 - 9.1.4** in breach of the privacy or data protection rights of BT or any other person or company; or
 - 9.1.5** in contravention of any license, code of practice, instructions or guidelines issued by a regulatory authority.
- 9.2** 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.
- 9.3** BT may suspend or cancel the Service if BT reasonably believes that the Customer has breached any of its obligations under paragraph 9 or 10 so far as may be permitted by Applicable Law, it is agreed that BT will have no liability and the Customer will make no claim in respect of any use of the Service which is contrary to this Agreement including any use by anyone who is no longer authorised to use the Service. The Customer will indemnify BT in respect of any breach of this clause.

10. SYSTEMS AND SECURITY

- 10.1** The Customer will not:
- 10.1.1** 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.
 - 10.1.2** 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.
 - 10.1.3** 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
 - 10.1.4** 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 Charges, Subscription Term and Termination

11. CHARGES

- 11.1** The Customer will pay the Charges for the Service and any optional features (including upgrades and re-configuration) as specified in the Order.
- 11.2** The Customer will be liable for additional Charges where the number of Devices utilising the Service increases by ten (10) percent or more from the number set out in the Order, including any changes required



to the Service because of this increase in Devices. BT will review the number of Devices on an annual basis and re-assess any additional Charges that the Customer will be liable to pay.

11.3 In addition to the Charges set out in the Order, the Customer may be liable for the following additional Charges:

11.3.1 Charges for (de-)commissioning the Service outside of Business Hours.

11.3.2 Charges for expediting provision of the Service at Customer's request after BT has informed Customer of the delivery date.

11.3.3 Charges for restoring Service if the Service has been suspended by BT in accordance with the terms of the Governing Agreement; and

11.3.4 Charges per element re-configured after the Operational Service Date must be agreed and documented in a new Order.

12. SUBSCRIPTION TERM AND TERMINATION

12.1 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.

12.2 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.

13. END OF SERVICE

13.1 On termination of the Service, Customer will:

13.1.1 retrieve all Customer data from the Service.

13.1.2 provide BT with all assistance necessary to remotely decommission all network and applications supporting the Service at each customer Site(s).

13.1.3 return to BT the Software or intellectual property provided by BT and all copies of such.

13.2 On termination of the Service BT will:

13.2.1 provide configuration information relating to the Service provided at the Site(s) in a format that BT reasonably specifies.

13.2.2 decommission all network and applications supporting the Service at each Customer Site(s).

13.2.3 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 E Service Levels

14. INTRODUCTION

14.1 Service Levels do not apply to the Service.

Section F Data Protection

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

Section G 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.

“**ACL**” is an access control list that is made up of rules that either allow access to an environment or deny it.

“**Applicable Laws**” means the laws as set out in the Governing Agreement as may be amended from time to time.

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

“**BT NPMD**” means BT’s network performance management and diagnostic tool.

“**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 those sums set out in any application Order.

“**Cisco**” means Cisco International Limited having a principal place of business at 9-11 New Square Park, Bedfont Lakes, Feltham, TW14 8HA, UK and any group or parent company.

“**CLI**” means command-line interface which is the primary user interface used for configuring, monitoring, and maintaining the Devices. This user interface allows you to directly and simply execute IOS commands, whether using a router console or terminal, or using remote access methods.

“**CO2e**” means the number of metric tons of CO2 emissions with the same global warming potential as one metric ton of another greenhouse gas.

“**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.

“**Carbon Emission Factor**” means a coefficient which allows to convert energy consumption into CO2e emissions. It is the average emission rate of a given source, relative to units of activity or process/processes.

“**Customer Committed Date**” means the date provided by BT on which delivery of the Service is due to start.

“**Customer Handbook**” means the User access guide provided by BT containing information relating to the Service which may be amended by BT from time to time.

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

“**Device**” means a device connected to the Customer network including but not limited to access points, routers, firewalls and switches that operate in a network and make up the network infrastructure that are in scope of the Service.

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

“**Domain Name**” means a readable name on an internet page that is linked to a numeric IP Address.

“**Enabling Services**” means the services as defined 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.

“**ICMP**” means internet control message protocol, which is a protocol that devices within a network use to communicate problems with data transmission

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

“**IOS**” means a collection of proprietary operating systems that run on hardware, including routers, switches and other network devices.



“**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.

“**Management Information Base**” or “**MIB**” means a hierarchical database that contains configuration and other vital management information of SNMP Devices in the form of data objects.

“**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.

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

“**REST API**” means an application programming interface (API) that conforms to the design principles of the representational state transfer (REST) architectural style. REST APIs provide a flexible, lightweight way to integrate applications and to connect components in microservices architectures.

“**SD-WAN**” means software defined wide area network.

“**Service Targets** ” means the times to respond to or repair an Incident that BT will endeavour to achieve in response to a fault report.

“**SSH**” means the Secure Shell Protocol, which is a network protocol for operating network services securely over an unsecured network.

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

“**SNMP**” means Simple Network Management Protocol which is a set of protocols for network management and monitoring. These protocols are supported by many typical network Devices such as routers, hubs, bridges, switches, servers, workstations, printers, modem racks and other network components and Devices. The SNMP protocol is included in the application layer of TCP/IP as defined by the Internet Engineering Task Force (IETF).

“**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”.

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