

## ThousandEyes with BT Service Schedule Part A – Service Terms

### Section A – Service Terms

#### 1. SERVICE SUMMARY

- 1.1** BT's ThousandEyes service offers various management tiers and BT provides virtual software and portal access that enables the Customer's other services to be monitored in accordance with this Schedule and as further set out in any applicable Order, 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** 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 seventy-two (72) hours in advance. Planned Maintenance will not exceed four and a half (4.5) hours in any calendar month.
- 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;
  - 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 Customer by BT, and ensure that the Customer contact is available for all subsequent Incident management communications;

- 3.1.4 complete any preparation activities that BT may request to enable the Customer to receive the Service promptly and in accordance with any agreed timescales;
- 3.1.5 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;
- 3.1.6 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;
- 3.1.7 inform BT of any Planned Maintenance on any third party provided Enabling Service;
- 3.1.8 provide service assurance support to BT, where reasonably requested, to progress the resolution of Incidents for any ThousandEyes Instance installed on an Enabling Service that is not being provided by BT;
- 3.1.9 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); and
- 3.1.10 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).

## 3.2 Customer Equipment

### 3.3 The Customer will:

- 3.3.1 monitor and maintain any Customer equipment connected to the Service or used in connection with a Service.
- 3.3.2 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 adequately protected against viruses and other breaches of security;
  - (b) 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.
- 3.3.3 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.

## 4. SUPPLIER SOFTWARE LICENCE TERMS

- 4.1 Where the Customer directly accesses the ThousandEyes Instance (for example when the Basic Service Tier or Co-managed Service Tier is selected) 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:
  - 4.1.1 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;

- 4.1.2** 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
- 4.1.3** observe and comply with the EULA for any use of the applicable ThousandEyes Instance.
- 4.2** If the Customer does not comply with the EULA BT may restrict or suspend the entire Service upon notice, in such event:
- 4.2.1** the Customer will continue to pay the Charges for the Service until the end of the Subscription Term; and
- 4.2.2** BT may charge a re-installation fee to re-start the Service.
- 4.3** Where the EULA is presented in a 'click to accept' function and the Customer requires BT to configure or install the ThousandEyes Instance 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.
- 5. PASSWORDS, AUTHORISED USERS AND SECURITY FOR CO-MANAGED STANDARD SERVICE TIER**
- 5.1** The Customer is responsible for the proper use of any user names, personal identification numbers and passwords or similar used in conjunction with 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 in order to help safeguard ensure the security or integrity of the Service.
- 5.6** The Customer will not allow any specific User license to be used by more than one User unless it has been reassigned in its entirety to another User.

## Section C – Acceptable Use Policy

### 6. INTRODUCTION

- 6.1** 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**").

### 7. USE OF THE SERVICE

- 7.1** The Customer will not use the Service in breach of Applicable Law or in any way that is considered to be:
- 7.1.1** 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
- 7.1.2** detrimental to the provision of services to the Customer or any other BT customer.
- 7.2** The Customer will not use the Service to intentionally take, or attempt to take, any action that could:

- 7.2.1** 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 programmes or software designed to violate the security of BT, any other person or company; or
- 7.2.2** 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.
- 7.3** Unless agreed in writing with BT:
- 7.3.1** the Customer will only use the Services for the commercial and business purposes for which they have been designed; and
- 7.3.2** 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 7.3.1 above.
- 8. USE OF MATERIALS**
- 8.1** 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:
- 8.1.1** harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;
- 8.1.2** promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;
- 8.1.3** 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;
- 8.1.4** in breach of the privacy or data protection rights of BT or any other person or company; or
- 8.1.5** in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.
- 8.2** 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. SYSTEMS AND SECURITY**
- 9.1** The Customer will not:
- 9.1.1** 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.
- 9.1.2** 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;
- 9.1.3** 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

### 10. EXPORT OF CONTENT USING CLOUD SERVICES

- 10.1** The Service comprises of 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

### 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** In addition to the Charges set out in the Order, the Customer may be liable for the following additional Charges:
- 11.2.1** Charges for investigating Incidents that the Customer reports to BT where BT finds no Incident or the incident is outside the scope of the Service Management Boundary;
  - 11.2.2** Charges for (de-)commissioning the Service outside of Business Hours;
  - 11.2.3** Charges for expediting provision of the Service at Customer's request after BT has informed Customer of the delivery date;
  - 11.2.4** Charges for restoring Service if the Service has been suspended by BT in accordance with the terms of the Agreement; and
- 11.3** 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** Except as set out in Paragraph 12.3, following the expiration of the Subscription Term, the Customer shall enter into a new Subscription Term for the same length of time unless otherwise agreed and set out in a new Order.
- 12.3** Where the Customer has selected the Assessment Service Tier then the Service and this Agreement will terminate automatically after the 90-day period.

### 13. UPGRADING TO A HIGHER STANDARD SERVICE TIER

- 13.1** Where the Customer has selected the Basic Service Tier the Customer may upgrade to the Managed/Co-managed Service Tier.
- 13.2** No Termination Charges will be payable from the Basic Service Tier the Customer is moving from. New Charges for the Managed/Co-managed Service Tier will be set out in the Order.
- 13.3** A new Subscription Term will apply to the upgraded Service Tier as set out in the Order.

### 14. END OF SERVICE

- 14.1** On termination of the Service, Customer will:

- 14.1.1 retrieve all Customer data from the Service;
- 14.1.2 if requested by BT, disconnect or remove the Enterprise Agents or Endpoint Agents, with the assistance of BT, from any devices or virtual machines.
- 14.1.3 return to BT the software or intellectual property provided by BT and all copies of such.
- 14.2 On termination of the Service BT will:
  - 14.2.1 remotely disconnect and remove the Enterprise Agents and Endpoint Agents installed on the devices or virtual machines or support the Customer to disconnect and remove these Enterprise Agents and Endpoint Agents if remote access is not possible for BT;
  - 14.2.2 terminate and remove the Customer's ThousandEyes Instance on the ThousandEyes platform; and
  - 14.2.3 where permitted under Applicable Law delete any Content, including stored logs or any configuration data relating to BT's management of the Service.

**Section F – Key Measures, Service Levels and Service Credits**

**15. KEY MEASURES**

- 15.1 The Key Measures only apply where the Customer has selected the Managed/Co-managed Service Tier.
- 15.2 The Key Measures do not apply during the Bedding-in Period.
- 15.3 BT will aim to respond to the Key Measures in accordance with the targets in the table below. However these are targets only and Service Credits do not apply to Key Measures:

Title	Target	Measure
Proactive incident response	98% within 15 mins	The Customer will be informed within 15 minutes that BT has proactively spotted a ThousandEyes alert on the services that are monitored.
Fault domain isolation update schedule	98% of fault domain isolation feedback every 2 hours for high severity Incidents and 8 hours for low severity Incidents.	BT feedback will contain the status of ongoing investigations and outcome of BT's diagnosis and troubleshooting of the issue to identify the error domain.
Monthly proactive trend reports on monitored services	98% of reports sent every month	This is the target percentage of proactive trend reports that will be sent in the timescale set.

- 15.4 Fault domain isolation Key Measures will only apply to incidents that the Service can reasonably analyse and therefore isolate the fault domain.
- 15.5 Where an incident is on other services BT provides to the Customer, BT will progress resolution of the incident as per the terms set out in the Schedule for those services. If the incident is on services not provided by BT, BT's only action will be to inform the Customer of the incident.

**16. SERVICE LEVELS**

- 16.1 BT will use its reasonable endeavours 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**").
- 16.2 Service Levels only apply to events occurring within the Service Management Boundary.
- 16.3 Service Credit calculations and payments will be based on monthly recurring licence Charges , unless stated to the contrary in the Order.

**17. SERVICE AVAILABILITY SERVICE LEVEL**

**17.1** The ThousandEyes Instance has an Annual Service Availability Target which will be used to calculate service availability downtime (“**Service Downtime**”). Service Downtime only occurs in the event of a Priority 1 outage of the ThousandEyes Instance, caused by a Qualifying Incident. BT will measure Service Downtime for each properly reported Qualifying Incident and will keep a record of cumulative Service Downtime, in units of full minutes, for each month and the SLA Year.

**17.2** Service Downtime is measured from when a Qualifying Incident is opened on BT’s incident management system and ends when BT clears the Qualifying Incident. The Customer will be given a trouble ticket number for each such reported Qualifying Incident. BT will inform the Customer when the Qualifying Incident is cleared, and will close the trouble ticket when either the Customer confirms within 20 minutes that the Qualifying Incident is cleared, 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 cleared within 20 minutes of being so informed, the trouble ticket will remain open, and the Service Downtime calculation will be so adjusted.

**17.3** Service Downtime will be suspended outside of Business Hours.

Annual Service Availability Target	Maximum Annual Service Downtime	Monthly Service Credit Allowance	Service Credit Interval
≥ 99.50%	43 hours	9 hours	Per started hour

**17.4 Service Availability Service Credits.**

**17.4.1** If the cumulative Service Downtime in a month exceeds the Monthly Service Credit Allowance but does not exceed the Maximum Annual Service Downtime during any SLA Year, the Customer may claim standard Service Credits which will be capped at one (1) per cent of the monthly recurring licence Charges for the Service for each Service Credit Interval (“**Standard Service Credits**”); or

**17.4.2** If the cumulative Service Downtime in any SLA Year (or pro-rated portion of an SLA Year for Sites installed for less than an SLA Year) exceeds the Maximum Annual Service Downtime, the Monthly Service Credit Allowance will not apply until the Maximum Annual Service Downtime during an SLA Year is no longer exceeded and during such period the Customer may claim elevated Service Credits which will be capped at four (4) per cent of the monthly recurring licence Charges for Service for each Service Credit Interval (“**Elevated Service Credits**”).

**18. GENERAL SERVICE CREDIT EXCLUSIONS**

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

**18.2** Service Levels and/or Service Downtime will be excluded:

**18.2.1** 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;

**18.2.2** if an Enabling Service is not connected or functioning, a fault on the Customer’s network, the Customer’s equipment (including configuration) or on any software or service not provided by BT under the terms of this Schedule. If the Enabling Service is provided by BT, availability targets, and any Service Credits due as a result of failure of those targets, are covered under the terms of the Enabling Product;

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

**18.2.4** if BT is awaiting information from the Customer or awaiting confirmation by the Customer that the Service has been restored;

- 18.2.5** for any Qualifying Incident not reported in accordance with the incident reporting procedures notified by BT to the Customer or where Priority 1 trouble tickets are opened erroneously;
- 18.2.6** for any cause beyond BT's reasonable control as set out in the Agreement;
- 18.2.7** 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;
- 18.2.8** during any period of maintenance by the Customer or it's third party on Customer equipment, third party software or third party services not provided and/or managed by BT under the terms of this Schedule;
- 18.2.9** during any trial period of the Service; and
- 18.2.10** if the Service is suspended due to Customer's breach of its obligations under the Agreement.

### **18.3 General Service Credit Limitations**

- 18.3.1** Service Credits cannot exceed 100% of the cumulative monthly recurring licence Charges, unless expressly stated to the contrary in the Order.
- 18.3.2** 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.
- 18.3.3** Service Credits will be :
  - (a)** paid by deduction from the Customer's invoice within two (2) billing cycles of a claim being received; or
  - (b)** following termination of the Service where no further invoices are due to be issued by BT, paid by BT within two months of a claim being received.

## **Section G – Data Protection**

This section supplements the data provisions that may be set out in the Governing Agreement:

### **19. DURATION OF THE PROCESSING OF PERSONAL DATA**

- 19.1** BT will Process the Customer Personal Data for the Service for as long as BT provides the Service and for as long as BT may be required to Process the Customer Personal Data in accordance with applicable laws.
- 19.2** BT's Subprocessor will be ThousandEyes and their Subprocessors will be Salesforce.com Inc, Marketo Inc, Amazon Web Services, Google LLC, Heap Inc, Demandbase Inc, Clari Inc, Drift.com, Inc, Looker Data Sciences Inc, MongoDB, Inc.

### **20. THE NATURE AND PURPOSE OF THE PROCESSING OF PERSONAL DATA**

- 20.1** The nature and purpose of the Processing of Customer Personal Data by BT includes:
  - 20.1.1** installation and setup of the ThousandEyes Instance. Where the Customer requests a change to an application during the term of the Agreement, BT will again, process the relevant Customer Personal Data.



**20.2** Where the Customer accesses the ThousandEyes Instance directly when using the Basic or the Co-managed Service Tier then the Customer Personal Data will be Processed by the Supplier in accordance with their data processing agreement set out at <https://trustportal.cisco.com/c/dam/r/ctp/docs/dataprotection/cisco-master-data-protection-agreement.pdf> which the Customer will sign.

## 21. TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS

**21.1** The types of Customer Personal Data Processed by BT or its Sub-Processors or the Customer will be:

- 21.1.1** email address;
- 21.1.2** IP address;
- 21.1.3** Customer account number;
- 21.1.4** traffic data; and
- 21.1.5** online activity logs.

This list is not exhaustive as the Customer will specify what Customer Personal Data is Processed.

**21.2** The Customer Personal Data will concern the following categories of Data Subjects:

- 21.2.1** Customer's end users;
- 21.2.2** Customer's employees, directors and contractors; and
- 21.2.3** any Data Subject (as controlled by the Customer).

This list is not exhaustive as the Customer will specify any other categories of Data Subjects.

## 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.

**"Agreement"** means the Governing Agreement, this Schedule, the Order and any additional annexes.

**"Annual Service Availability Target"** is the target set out in the table in Paragraph 17.3.

**"Applicable Law"** has the meaning given to it in the Governing Agreement. Where there is not a definition in the Governing Agreement it shall mean the governing law of the Governing Agreement and any laws and regulations, as may be amended from time to time, that apply to the provision or receipt of the Service, including anti-corruption laws set out by applicable laws including the ones applicable in the governing law; the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 of the United States of America; and all applicable export laws and regulations, including those of the United States of America.

**"Assessment Service Tier"** is the one-off Service that BT provides to the Customer for a 90-day period as described in Part B.

**"Authorised User"** is a User authorised by the Customer to perform administrative functions as set out in this Schedule.

**"Basic Service Tier"** means the most basic Service that BT provides to the Customer if selected by the Customer in the Order and is described in Part B.

**"Bedding-in Period"** has the meaning given to it in Part B.

**"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 payable by the Customer as set out in the Order and this Schedule.

“**Co-managed Service Tier**” is the same Service as set out in the Managed Service Tier but the Customer has additional administration access.

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

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

“**Endpoint Agent**” is a ThousandEyes Instance that can be deployed by BT or an Authorised User on compatible devices and can be activated to monitor the device’s user experience.

“**Enterprise Agent**” is a ThousandEyes Instance that can be deployed by BT or an Authorised User on compatible devices or virtual machines. This software is managed by BT or the Customer and can be used by any Authorised User that would like to perform monitoring tests subject to BT having enough units to perform such tests.

“**EULA**” has the meaning given to it in Paragraph 4.1.

“**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.

“**Key Measures**” are the measures set out in Paragraph 15.3 that BT will endeavour to achieve.

“**Managed Service Tier**” is the fully managed Service that BT provides to the Customer if selected in the Order and is described in Part B.

“**Maximum Annual Service Downtime**” is the time period set out in the table in Paragraph 17.3.

“**Monthly Service Credit Allowance**” is the amount set out in the table in Paragraph 17.3.

“**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 the order form, signed by both Parties, that sets out the specific elements of the Service the Customer has purchased.

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

“**Priority 1**” means a Qualifying Incident which cannot be circumvented and which also constitutes a complete loss of the Service.

“**Professional Services**” is the service that BT provides to the Customer as standard with the Co-managed and Managed Service Tier and as a service option (if set out in the Order) for the Basic Service Tier.

“**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.



“**Schedule**” means the terms for the Service, in addition to the Governing Agreement and Order, that is made up of this Part A and Part B.

“**Service**” has the meaning given to it in Paragraph 1.1.

“**Service Credit**” has the meaning given to it in Paragraph 16.1.

“**Service Credit Interval**” is the time period set out in the table in Paragraph 17.3.

“**Service Downtime**” has the meaning given to it in Paragraph 17.1.

“**Service Level**” has the meaning given to it in Paragraph 16.1.

“**Service Management Boundary**” has the meaning given to it in Part B.

“**Service Management Schedule**” is document setting out the service management terms that apply to this Service and will be referenced in the Order.

“**Service Tier**” is used to described the levels of management that BT provides to the Customer.

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

“**Service Credit**” has the meaning given to it in Paragraph 17.4.1.

“**SLA Year**” means the 8760 hours which starts on the Operational Service Date of each Site and ends 365 days (366 leap year) later; thereafter the SLA Year will be the most recent twelve (12) months in which the Service is provided.

“**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”.

“**Supplier**” means ThousandEyes LLC registered at 201 Mission Street, Suite 1700, San Francisco, CA, 94105 United States.

“**Technical Consultant**” is the BT remote-based individual that will work with the Customer as part of the Professional Services.

“**ThousandEyes**” is software that monitors network infrastructure, troubleshoots application delivery and maps internet performance from a SaaS-based platform.

“**ThousandEyes Instance**” means the instance of the ThousandEyes software which is created specifically for the Customer in the Supplier’s multi-tenant platform.

“**ThousandEyes Portal**” is the portal that BT and the Customer can access to administer the Service.

“**User**” means a person, permitted by BT and the Customer, to use the Service.