

Agile Connect Service Schedule PART A - Service Terms

Section A – Service Terms

1. SERVICE SUMMARY

- 1.1** BT's Agile Connect Service is an overlay network solution service that will allow the Customer to remotely manage its own virtual, global network, enabling the Customer to automatically route and optimise network traffic and gain visibility of the performance of certain Applications. The Service will integrate with the Customer's network by utilising SD-WAN Devices located at the Customer's Site(s) and is configurable by the Customer through the Portal, a centralised controller hosted and managed by BT, in accordance with this Schedule and as 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 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 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 and BT provides 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 the event of an 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.

Part B - Customer Obligations

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 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 ensure that the local area network (LAN) protocols, applications and equipment used by Customer are compatible with the Service;
- 3.1.5 complete any preparation activities that BT may request to enable the Customer to receive the Service promptly and in accordance with any agreed timescales;
- 3.1.6 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;
- 3.1.7 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;
- 3.1.8 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
- 3.1.9 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).

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 provide, at its own cost, any necessary internal cabling between the BT equipment and any Customer equipment, including in particular the cabling between the NTU and any BT equipment at a Site;
- 4.1.3 monitor and maintain any Customer equipment connected to the Service or used in connection with a Service;
- 4.1.4 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;
- 4.1.5 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;

- 4.1.6 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;
- 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;
- 4.1.8 inform BT of any planned maintenance on any third party provided Enabling Service; and
- 4.1.9 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.
- 4.1.10 if the Customer selected virtual SD-WAN Devices as Standard Component;
 - a) deploy the software image on a suitable device, including bootstrap, as defined in the BT design guidelines provided during the commissioning of the Service;
 - b) make the software accessible to BT;
 - c) support BT in any diagnostic activities that will be required; and
 - d) inform BT of any planned work on compute infrastructure housing a virtual SD-WAN Device.
- 4.1.11 If the Customer ordered the Managed Service option, upon receipt of a notice by BT, complete any necessary software upgrades within six weeks from the date of that notice, to its latest version as set out by BT in the notice.

5. BT EQUIPMENT

- 5.1 Where BT provides BT equipment to the Customer that is owned by BT as part of the provision of the Service, Customer will:
 - 5.1.1 keep the BT equipment safe and secure;
 - 5.1.2 only use the BT equipment, or allow it to be used, in accordance with the instructions that BT may provide from time to time and only for the purpose for which it is intended to be used;
 - 5.1.3 not sell, charge, assign, transfer or dispose of, or part with possession of the BT equipment;
 - 5.1.4 not allow any lien, encumbrance or security interest over the BT equipment, nor pledge the credit of BT for the repair of the BT equipment or otherwise;
 - 5.1.5 not claim to be owner of the BT equipment and to ensure that the owner of the Site(s) upon which the BT equipment is located will not claim ownership of the BT equipment, even if the BT equipment is physically attached to the Site(s);
 - 5.1.6 carry full replacement value insurance against any damage to or theft or loss of the BT equipment;
 - 5.1.7 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from Customer's use or misuse of the BT equipment or where the BT equipment is damaged, stolen or lost, except where the loss or damage to BT equipment is a result of fair wear and tear or caused by BT and its agents acting on BT's instructions;
 - 5.1.8 ensure that BT equipment appears in BT's name in the Customer's accounting books; and

- 5.1.9** in the event that there is a threatened seizure of the BT equipment, or in the event that an insolvency event applies to Customer, immediately provide BT with notice so that BT may take action to repossess the BT equipment.

6. PASSWORDS, AUTHORISED USERS AND SECURITY

- 6.1** 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.
- 6.2** 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.
- 6.3** The Customer will promptly terminate access of any person who is no longer an authorised User.
- 6.4** 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.
- 6.5** 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.
- 6.6** 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

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**") 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 considered to be:
- 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 programmes 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 above.
- 8.4** Where an SD-WAN Device is deployed directly onto an Enabling Service without a separate WAN router or NTE, the Customer acknowledges that the functionality of the Enabling Service may be reduced.

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 considered to be:
- 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 behaviour, 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 licence, 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.

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 – Compliance and Regulation

11. EXPORT OF CONTENT USING CLOUD SERVICES

- 11.1** 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 Content transferred or processed using the Service, including any publication of such Content.

12. PROVISION OF THE SERVICE TO SITE(S) IN CHINA

- 12.1** The Customer acknowledges and accepts the risk that, due to changing nature of the regulations and legal landscape applicable to China, the Agile Connect Service may have to be altered, suspended or even discontinued, resulting in degradation or full loss of connectivity which BT will not be responsible for.

- 12.2** BT reserves the full right to alter, terminate and/or suspend the Agile Connect Service in order to comply with applicable Chinese laws, regulations and/or the directions of Chinese or other authorities. In such circumstances BT will not be liable for any damages, and/or losses arising.
- 12.3** Where the Customer requests to route traffic destined for business applications hosted on the Internet through BT's MPLS services for performance reasons, the Customer acknowledges and undertakes to BT that:
- 12.3.1** the requested applications are not a subject of censorship or blocking by the Chinese government; and
 - 12.3.2** the requested applications are used solely for Customer's internal business purposes and will strictly only be available for closed user group access by the Users.

Section E – Charges, Subscription Term and Termination

13. CHARGES

- 13.1** The Customer will pay the Charges for the Service and any optional features (including upgrades and re-configuration) as specified in the Order.
- 13.2** In addition to the Charges set out in the Order, the Customer may be liable for the following additional Charges:
- 13.2.1** Charges for (de-)commissioning the Service outside of Business Hours;
 - 13.2.2** Charges for expediting provision of the Service at Customer's request after BT has informed Customer of the delivery date;
 - 13.2.3** Charges for restoring Service if the Service has been suspended by BT in accordance with the terms of the Governing Agreement; and
 - 13.2.4** Charges for elements re-configured after the Operational Service Date. Such Charges must be agreed and documented in a new Order.

14. SUBSCRIPTION TERM AND TERMINATION

- 14.1** The Order sets out any Subscription Term applicable to the Service, as well as any associated volume commitments, invoicing terms and the termination Charges that are specific to the Service.
- 14.2** 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.

15. END OF SERVICE

- 15.1** On termination of the Service, Customer will:
- 15.1.1** retrieve all Customer data from the Service;
 - 15.1.2** provide BT with all assistance necessary to remotely decommission all network and applications supporting the Service at each Customer Site(s);
 - 15.1.3** return to BT the software or intellectual property provided by BT and all copies of such.
 - 15.1.4** disconnect any Customer equipment from the BT equipment;
 - 15.1.5** not dispose of the BT equipment other than in accordance with BT's written instructions; and
 - 15.1.6** arrange for the BT equipment to be returned to BT.
- 15.2** On termination of the Service BT will:
- 15.2.1** decommission all network and applications supporting the Service at each Customer Site(s);
 - 15.2.2** where permitted under applicable mandatory law, delete any Content, including stored logs or any configuration data relating to BT's management of the Service; and

15.2.3 disconnect and remove any BT equipment located at the Site(s).

Section F – Service Levels and Service Credits

16. INTRODUCTION

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 if set out in the Paragraphs below ("**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 Site Charges, unless stated to the contrary in the Order.

17. ON TIME DELIVERY SERVICE LEVEL

17.1 BT will deliver the Services on or before the Customer Committed Date ("**On Time Delivery Service Level**").

17.2 On Time Delivery Service Credits

17.2.1 In the event that BT does not meet the On Time Delivery Service Level, the Customer may claim a Service Credit associated with that On Time Delivery Service Level which will be 4 per cent of the monthly recurring Site Charge for the Service at the affected Site (an "**On Time Delivery Service Credit**") for each Business Day exceeding the Customer Committed Date until the Operational Service Date occurs.

17.2.2 If both BT and Customer have agreed a revised Customer Committed Date in writing, or if BT exercises its right to revise the Customer Committed Date on account of a change requested by Customer, the calculation of any On Time Delivery Service Credits will be made by reference to the revised Customer Committed Date.

17.2.3 Exceptions to On-Time Delivery Service Level

- a) The On-Time Delivery Service Level does not apply to upgrades or changes to the Services, unless the upgrades or changes each have an agreed delivery date, in which case the Customer Committed Date will be the same as the agreed delivery date for such upgrades or changes.
- b) BT may expedite delivery of the Services for operational reasons or in response to a request from Customer, however this will not cause the original Customer Committed Date to be revised.
- c) The On-Time Delivery Service Level does not apply where a Customer-provided SD-WAN Device is used or where Customer has deployed a virtual SD-WAN Device.

18. SERVICE AVAILABILITY

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 Services 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 With reference to the table below, each Site Service Level Category 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 Service at a Site, 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 by Site, in units of full minutes, for each month and the SLA Year.

18.3 Service Downtime is measured from when a Qualifying Incident is first reported to the Service Desk 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.

18.4 Service Downtime will be suspended outside of Business Hours, unless otherwise specified on the Order.

Site Service Level Category	Annual Service Availability Target	Maximum Annual Service Downtime	Monthly Service Credit Allowance	Service Credit	Service Credit Interval
Cat A+	≥ 99.99%	1 hour	0 minutes		Per started 15 minutes
Cat A1	≥ 99.7%	3 hours	0 minutes		Per started hour
Cat A	≥ 99.95%	4 hours	0 minutes		Per started hour
Cat B	≥ 99.90%	8 hours	1 hour		Per started hour
Cat C	≥ 99.85%	13 hours	3 hours		Per started hour
Cat D	≥ 99.80%	17 hours	5 hours		Per started hour
Cat E	≥ 99.70%	26 hours	7 hours		Per started hour
Cat F	≥ 99.50%	43 hours	9 hours		Per started hour
Cat G	≥ 99.00%	87 hours	11 hours		Per started hour
Cat H	≥ 98.00%	175 hours	13 hours		Per started hour
Cat I	≥ 97.00%	262 hours	15 hours		Per started hour

Note: Agile Connect Controllers are highly available and expected to be available at least to the extent necessary for not experiencing other issues) to forward Customer traffic at least 99.95% of the time.

18.5 Service Availability Service Credits.

18.5.1 If for any Site Service Level Category, 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 four (4) per cent of the monthly recurring Site Charges for the Service at the affected Site(s), for each Service Credit Interval ("**Standard Service Credits**"); or

18.5.2 If for any Site Service Level Category, the cumulative Service Downtime in any SLA Year (or prorated 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 for each Service Credit Interval ("**Elevated Service Credits**") which will be capped at:

- a) Eight (8) percent of the monthly recurring Charges for the Service at the affected Site for Site Service Level Category CAT A+, A1, A and B; or
- b) Four (4) per cent of the monthly recurring Charges for Service at the affected Site, for all the other Site Service Level Categories.

19. GENERAL SERVICE CREDIT EXCLUSIONS

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

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

19.2.1 where the Customer does not provide access, delays providing access or denies permission for BT or its agents and suppliers to carry out necessary repairs to the Services;

19.2.2 for any Qualifying Incident not reported in accordance with the incident reporting procedures notified by BT to the Customer;

- 19.2.3 in the event of any software bugs affecting the Services;
- 19.2.4 during any period of Planned Maintenance unless the service outage time exceeds the time estimation communicated to the Customer;
- 19.2.5 to the extent time is lost where permission to carry out any necessary repairs is denied;
- 19.2.6 where Priority 1 trouble tickets are opened erroneously;
- 19.2.7 during any trial period of the Services;
- 19.2.8 in the event of unavailability of the data collected by the the Supplier cloud hosted control infrastructure as displayed on reports and near-live dashboards;
- 19.2.9 during simple service requests;
- 19.2.10 if an Enabling Service or a Customer-provided SD-WAN Device is not delivered on time, connected or functioning;
- 19.2.11 where the incident is due to the Enabling Service or Customer-provided SD-WAN Device; and
- 19.2.12 if the Service is suspended due to Customer's breach of its obligations under this Agreement.

20. GENERAL SERVICE CREDIT LIMITATIONS

- 20.1 Service Credits for all Service Levels will be aggregated and cannot exceed 100% of the cumulative monthly recurring Charges at any affected Site.
- 20.2 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 Service Credits will be :
 - 20.3.1 paid by deduction from the Customer's invoice within two billing cycles of a claim being received; or
 - 20.3.2 if related to On-Time Service Delivery Credits, paid by deduction from the first invoice following the Operational Service Date; or
 - 20.3.3 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

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 Service Schedule the following defined terms and abbreviations shall have the meaning ascribed to them:

“**Acceptable Use Policy**” or “**AUP**” has the meaning given to it in Paragraph 7.1.

“**Access Line**” means a circuit connecting the Site(s) to the BT Network or PoP.

“**Agreement**” means the agreement by and between BT and the Customer that comprises this Schedule, the Governing Agreement, any annex and each Order.

“**Annual Service Availability Target**” is the target set out in the table in Paragraph 18.2.

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

“**Application**” means software that is designed to accomplish a specific processing task.

“**Application Aware Routing**” means ability to route traffic based on the type of Application or group of Applications.



“**BT**” means the BT group entity set out in the Order or Governing Agreement.

“**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**” mean the fees and charges payable by the Customer in relation to the Service as set out in the Order.

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

“**Customer**” means the customer entity set out in the Order or Governing Agreement.

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

“**Differentiated Services Code Point**” or “**DSCP**” means a field in an IP packet that allows different levels of service to be assigned to network traffic; this is achieved by marking each packet on the network with a DSCP code and appropriating to it the corresponding level of service.

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

“**Encryption**” means the transformation of data into unreadable data through a cryptographic transformation using a key. Decryption is the process for reversing the unintelligible data into meaningful data using a key.

“**Governing Agreement**” is the master agreement that governs this Schedule and is referenced in the Order or included as part of the Agreement.

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

“**LAN**” means local area network.

“**Maximum Annual Service Downtime**” is the time set out in the table in Paragraph 18.2.

“**Monthly Service Credit Allowance**” is the time set out in the table in Paragraph 18.2.

“**MPLS**” means multi-protocol labeling switching technology.

“**Network Terminating Equipment**” or “**NTE**” means the BT equipment used to provide the Service, either at the point of connection between the BT Network and the Access Line, or provided at the Site(s) for connection to the Network Terminating Unit.

“**Network Terminating Unit**” or “**NTU**” means the socket where the Customer's wiring, equipment or existing qualifying data service is connected to the Access Line.

“**On Time Delivery Service Level**” has the meaning given to it in Paragraph 17.1.

“**Operational Service Date**” means the date that the Service is first made available to the Customer.

“**Order**” means an order or part of an order given by the Customer and accepted by BT under this Agreement for one or more Services.

“**Portal**” means the portal the Customer will use as access to control, self- manage, configure and view reporting for the Service as set out in Part B.

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

“**PoP**” means a point of presence, which is the point where the Access Line terminates and is the demarcation point between the Access Line and the rest of the BT Network.

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

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

- a) modifications or alterations to the Services made by Customer, or by BT in accordance with Customer's instructions;

- b) Planned maintenance;
- c) network configurations that BT did not approve;
- d) incidents that have been reported but BT cannot confirm that an incident exists after performing tests; or
- e) Customer requests BT to test the Services at a time when no incident has been detected or reported.

“**Schedule**” means any schedule under the Agreement that describes a Service and sets out the specific terms applicable to that Service and includes any annexes for that Service.

“**SD-WAN**” means software-defined wide area network which is a virtualised service that connects and extends enterprise networks over large geographical distances.

“**SD-WAN Device**” means those devices provided by BT as the same are more specifically set out in the Order.

“**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 18.2.

“**Service Downtime**” has the meaning given to it in Paragraph 18.3.

“**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**” means the Schedule setting out the terms relating to BT's provision of service management as provided to the Customer with the Order.

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

“**Site Service Level Category**” has the meaning given to it in Paragraph 18.1.

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

“**Subscription Term**” means the minimum service term (beginning on the Operational Service Date) during which the Service will be provided by BT as set out in the Order. It may also be referred to as the Minimum Period of Service.

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

“**VPN**” is an acronym for Virtual Private Network; a network that appears private to Users while being provided over network infrastructure that is shared with other customers. Unless otherwise agreed in writing, the Customer's communications over their VPN are restricted to those Sites belonging to their VPN.

“**WAN**” means wide area network.