

BT VMware SD-WAN Service Schedule Part A – Service Terms

Section A – Service Terms

1. SERVICE SUMMARY

- 1.1** BT's VMware SD-WAN Service is a managed service whereby BT provides a Supplier-hosted SD-WAN overlay network solution that will allow the Customer's virtual network to be managed 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 and sale of equipment used in the provision of the Service) as such services will be governed by their separate terms and conditions.
- 1.4** This Schedule cannot be used for provision of Service in China. Provision of the Service in China is domestic provision only under a local contract and subject to separate terms and conditions.
- 1.5** This Service is provided by BT and the Supplier will have no direct obligations with the Customer under this Agreement.

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.

3. USE OF TELEMETRY DATA

- 3.1** This Paragraph 3 is in addition to the data protection provisions set out elsewhere in the Agreement.
- 3.2** As a function of the provision of the Services BT and Supplier may collect telemetry data, including:
- 3.2.1** system statistics (for example, CPU, memory);
 - 3.2.2** interface statistics;
 - 3.2.3** flow statistics including IP address, application and application family;
 - 3.2.4** device configurations and usage per interface;

- 5.1.1 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;
- 5.1.2 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;
- 5.1.3 monitor and maintain any Customer equipment connected to the Service or used in connection with a Service;
- 5.1.4 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;
- 5.1.5 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;
- 5.1.6 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;
- 5.1.7 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;
- 5.1.8 inform BT of any planned maintenance on any third party provided Enabling Service; and
- 5.1.9 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.

6. BT EQUIPMENT

- 6.1 Where BT provides BT equipment to the Customer that is owned by BT as part of the provision of the Service, Customer will:
 - 6.1.1 keep the BT equipment safe and secure;

- 6.1.2 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;
- 6.1.3 not sell, charge, assign, transfer or dispose of, or part with possession of the BT equipment;
- 6.1.4 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;
- 6.1.5 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);
- 6.1.6 carry full replacement value insurance against any damage to or theft or loss of the BT equipment;
- 6.1.7 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;
- 6.1.8 ensure that BT equipment appears in BT's name in the Customer's accounting books; and
- 6.1.9 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.

7. PASSWORDS, AUTHORISED USERS AND SECURITY

- 7.1 The Customer is responsible for the proper use of any user names, personal identification numbers and passwords or similar used in conjunction with the 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 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 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

8. INTRODUCTION

- 8.1 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.

9. USE OF THE SERVICE

- 9.1 The Customer will not use the Service in breach of Applicable Law or in any way that is considered to be:
 - 9.1.1 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

- 9.1.2 detrimental to the provision of services to the Customer or any other BT customer.
- 9.2 The Customer will not use the Service to intentionally take, or attempt to take, any action that could:
 - 9.2.1 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
 - 9.2.2 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.
- 9.3 Unless agreed with BT first in writing:
 - 9.3.1 the Customer will only use the Services for the commercial and business purposes for which they have been designed; and
 - 9.3.2 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 9.3.1 above.

10. USE OF MATERIALS

- 10.1 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:
 - 10.1.1 harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;
 - 10.1.2 promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;
 - 10.1.3 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;
 - 10.1.4 in breach of the privacy or data protection rights of BT or any other person or company; or
 - 10.1.5 in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.
- 10.2 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.

11. SYSTEMS AND SECURITY

- 11.1 The Customer will not:
 - 11.1.1 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.
 - 11.1.2 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;
 - 11.1.3 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

- 11.1.4** 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

12. EXPORT OF CONTENT USING CLOUD SERVICES

- 12.1** 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.

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** 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.

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**
- 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.
 - 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.
 - 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 Business Hours, unless otherwise specified in the Order.

Site Service Level Category	Annual Service Availability Target	Maximum Annual Service Downtime	Monthly Service Credit Allowance	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

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 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;
- 19.2.12 where the Incident is due to changes made by the Customer utilizing the Co-managed Advanced Service Option; and
- 19.2.13 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

This section supplements the data provisions that may be set out in the Governing Agreement and may be referred as the Data Processing Annex in the Governing Agreement:

21. DEFINED TERMS

- 21.1 The following terms shall have the meaning given to them in the Data Protection Legislation: "**Personal Data**", "**Data Subject**", "**Process**" and "**Processing**".

22. DURATION OF THE PROCESSING OF PERSONAL DATA

- 22.1 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.

23. THE NATURE AND PURPOSE OF THE PROCESSING OF CUSTOMER PERSONAL DATA.

- 23.1 The Supplier is a Sub-Processor of BT.
- 23.2 BT will provide a managed Service as set out in this Schedule which includes repair, maintenance and network analysis. The nature and purpose of the Processing of Customer Personal Data by BT or its Sub-

Processors for the Service, includes Processing the Customer Personal Data set out in below for the purposes of performing the management activities set out in the Schedule, including Incident management, service requests, meetings and reporting.

- 23.3** BT's Processing of Customer Personal Data excludes any Processing of Customer Personal Data relating to the Customer's use of the Service except to the extent set out in Paragraph 23.2; as any Processing of Customer Personal Data in this situation will be subject to Paragraphs 23.4 and 23.5.
- 23.4** In connection with providing the Service, the Supplier collects and processes information from the Supplier's software or the systems hosting the Service, and from the Customer's systems, applications and devices that are used to access and use the Service. That information is processed to facilitate delivery of the Service, including but not limited to (i) tracking entitlements, (ii) providing support, (iii) monitoring and ensuring the performance, integrity, and stability of the Service infrastructure, and (iv) preventing or addressing service or technical issues. To the extent that any of this data is considered Customer Personal Data under applicable data protection laws, the data will be treated in accordance with the Supplier's Privacy Notice available at: <https://cloud.vmware.com/trust-center/privacy> whereby for this Service the following datasheet apply [vmw-datasheet-sd-wan-by-velocloud-privacy.pdf \(vmware.com\)](https://cloud.vmware.com/trust-center/privacy)
- 23.5** The Supplier uses AWS datacentres to deliver the Service to the Customer. These datacentres are located in Ireland and Germany. Germany is the main location and Ireland used as a backup location. The data is synced between the datacentres using an encrypted connection (TLS/HTTPS). Data is also stored by the Supplier in a USA datacentre, and used by support teams in USA, Ireland, Costa Rica and India. The transfer to the USA and the access from the other third countries is covered in the the Supplier's binding corporate rules. The data stored in the USA is so-called hi-resolution data (IP address, MAC address and traffic data). The Supplier uses an internal PowerBI tool to monitor service usage. For this purpose, the Supplier exports network data metrics to the tool on a regular basis.

24. TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS

- 24.1** The types of Customer Personal Data Processed by BT or its Sub-Processors or the Customer will be:
- 24.1.1** website or IP address;
 - 24.1.2** name;
 - 24.1.3** address;
 - 24.1.4** telephone number;
 - 24.1.5** email address;
 - 24.1.6** job title;
 - 24.1.7** company name;
 - 24.1.8** contact records;
 - 24.1.9** usage records (internet or router logs and traffic data);
 - 24.1.10** MAC address;
 - 24.1.11** identity management – User profiles; and
 - 24.1.12** online activity logs
- 24.2** The Customer Personal Data will concern the following categories of Data Subjects:
- 24.2.1** Customer employees;
 - 24.2.2** Customer customers or third parties; and
 - 24.2.3** any Data Subject (as controlled by the Customer).
- 24.3** These lists are not exhaustive as the Customer will specify what Customer Personal Data is processed.

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 8.1.

“**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.

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

“**BT My Account Portal**” means a secure post-sales portal made available by BT, available all day, every day via the internet.

“**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.

“**Data Protection Legislation**” means any laws, regulations, and binding guidance as may be amended from time to time in relation to the protection of Personal Data and individual’s privacy that apply as a result of the provision or receipt of the Service including but not limited to the GDPR.

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

“**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**” 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.

“**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.

“**SaaS**” means software-as-a-service which is a method of software delivery and licensing in which software is accessed online via a subscription, rather than bought and installed on individual computers.

“**SASE**” or “**Secure Access Service Edge**” is a cloud-based network infrastructure model that merges networking and security services.

“**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 Cloud Infrastructure**” has the meaning to it given in Part B.

“**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.



“**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 Agreement.

“**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.

“**Supplier**” means VMware, Inc., 3401 Hillview Avenue Palo Alto, California 94304 United States of America.

“**Trojans**” are programs that claim to perform one function but actually do another, typically malicious.

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

“**VCO**” means VMware SD-WAN Orchestrator which is a multi-tenant cloud-based management, configuration and monitoring portal.

“**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.