

Connect Cisco SD-WAN Service Schedule Part A – Service Terms

Section A Service Terms

1. SERVICE SUMMARY

- 1.1** BT will provide the Customer with a remotely managed, cloud-hosted overlay network solution that will allow the Customer to use and monitor their virtual, global network 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** BT will manage the Service which will be available in one of the following three models:
- 1.3.1** BT owns the Cloud Hosted Controller, licences and provides Virtual SD-WAN Device or Physical SD-WAN CPE Device ("**Cisco SD-WAN BT Owned**"); or
 - 1.3.2** BT owns the Cloud Hosted Controller and licences, the Customer will provide Customer-Provided SD-WAN Device ("**Cisco SD-WAN – BYOD**"); or
 - 1.3.3** The Customer owns the Cloud Hosted Controller, licences and the Customer will provide Customer-Provided SD-WAN Device ("**Cisco SD-WAN Customer Owned**").
- 1.4** This Schedule will not apply for the provision of any other services provided by BT (including the Enabling Services and sale of equipment used in the provision of the Service) as such services will be governed by their separate terms and conditions.

2. MAINTENANCE, CHANGES AND SUSPENSION TO THE SERVICE

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

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 ensure that Users report Incidents to the Customer Contact and not to the Service Desk. During Dual Management, the Customer will only report Incidents for those SD-WAN Devices which are under BT's management;
- 3.1.4 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk via the BT My Account Portal or by calling the Service Desk, and is available for all subsequent Incident management communications;
- 3.1.5 ensure that Users do not raise as Incidents any general or training queries concerning the data made visible on the BT My Account Portal as the Service Desk will not provide such support or training;
- 3.1.6 provide service assurance support, where requested by BT, to progress Incidents for any BT Equipment (including any Virtual SD-WAN Device) or Customer Equipment (including any Customer-Provided SD-WAN Device) installed onto the Enabling Service that has not been provided by BT.
- 3.1.7 ensure that the local area network (LAN) protocols, applications and equipment used by the Customer are compatible with the Service;
- 3.1.8 complete any preparation activities that BT may request to enable the Customer to receive the Service promptly and in accordance with any agreed timescales;
- 3.1.9 procure services that are needed to permit the Service to operate, including Enabling Services as defined in Part B and Enabling Services used to deploy the Virtual SD-WAN Device or virtual Customer-Provided SD-WAN Device, and ensure they meet the minimum technical requirements specified by BT;
- 3.1.10 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;
- 3.1.11 inform BT of any planned maintenance on any third party provided Enabling Service;
- 3.1.12 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
- 3.1.13 be responsible for its Content and that of its Users (including any Content hosted by the Customer or any User on behalf of third parties);
- 3.1.14 be responsible for its Content and that of its Users (including any Content hosted by the Customer or any User on behalf of third parties);
- 3.1.15 for Virtual SD-WAN Devices and virtual Customer-Provided SD-WAN Devices that will be deployed in a third-party Cloud-Provider Enabling Service, deploy the software image including bootstrap and make the software accessible to the Cloud Hosted Control Infrastructure;
- 3.1.16 in the case of the Customer Provided SD-WAN Service:
 - (a) provide BT with relevant accesses to allow BT to complete all activities set out in Part B, including access to Cisco Smart Account, Virtual Account and the Supplier's support portal to allow BT to raise and trouble shoot issues directly with the Supplier;

- (b) inform BT about any changes made on non-migrated devices during Dual Management;
 - (c) purchase additional licences as required and register such licences with the Supplier; and
 - (d) follow processes and policies as set by the Supplier from time to time;
- 3.1.17** where the virtual Customer-Provided SD-WAN Device or Virtual SD-WAN Device is deployed using Cloud OnRamp, undertake any relevant prerequisite configurations within the Enabling Service including providing adequate access rights for the Cloud Hosted Control Infrastructure;
- 3.1.18** provide BT with any information that is reasonably requested by any regulatory body, legal authority or government entity in any country in connection with regulatory, administrative, legal or lawful interception requests;
- 3.1.19** distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;
- 3.1.20** maintain a written list of current Users and provide a copy of such list to BT within five Business Days following BT's written request at any time;
- 3.1.21** ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and:
 - (a) immediately terminate access for any person who is no longer a User;
 - (b) inform BT immediately 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;
 - (c) take all reasonable steps to prevent unauthorised access to the Service;
 - (d) satisfy BT's security checks if a password is lost or forgotten; and
 - (e) change any or all passwords or other systems administration information used in connection with the Service if BT requests the Customer to do so in order to ensure the security or integrity of the Service.
- 3.1.22** not allow any User specific licence to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case the Customer will ensure the prior User will no longer have any right to access or use the Service;
- 3.1.23** notify BT of any planned engineering works scheduled by the Customer's Cloud-Provider or any other provider which may have an impact on the availability of the Service;
- 3.1.24** ensure that after deployment using Cloud OnRamp the Customer follows the best practice guidance BT provides to the Customer and ensure the configuration remains compliant to the Customer's own security standards;
- 3.1.25** provide service assurance support for Incidents related to Cloud Hosted Controller availability where a Customer-Provided SD-WAN Device is used; and
- 3.1.26** where read only API functionality is provided as part of the Customer's Service, the Customer will allow access to maximum of five Users for read only API.

4. CUSTOMER EQUIPMENT AND SITE REQUIREMENTS

4.1 The Customer will:

- 4.1.1** provide BT, and any suppliers that need to visit a Site, with notice of any health and safety rules and regulations and security requirements that apply at the Site(s) in a reasonable time before BT or the supplier's Site visit, 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 the 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** for any Customer Equipment used in the Service, including Customer-Provided SD-WAN Devices, be responsible for ensuring compliance with Applicable Law, including obtaining (if required) local import and User licenses and the written authority from all respective authorities, particularly for countries where the use and import of encryption Software and devices may be restricted by Applicable Law, or the export and re-export of the encryption Software or devices may be subject to the United States of America export control law and not act to misuse the Service as provided by BT to contravene or circumvent these laws. BT may treat any contravention of these laws as a material breach and:
- (a)** suspend the Service and BT may refuse to restore Service until BT receives an acceptable assurance from the Customer that there will be no further contravention; or
 - (b)** terminate the Service upon notice in accordance with the Governing Agreement;
- 4.1.8** prepare and maintain the Site(s) for the installation of BT Equipment and supply of the Service, including:
- (a)** providing a suitable and safe operational environment for any BT Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and applicable installation standards;
 - (b)** taking up or removing any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect BT Equipment to appropriate

network facilities in time to allow BT to undertake any necessary installation or maintenance of the Service;

- (c) carrying out any work that may be required after installation to make good any cosmetic damage caused during installation or maintenance;
- (d) providing a secure, continuous power supply at the Site(s) for the operation and maintenance of the Service, BT Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the Service resulting from failure in the principal power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards; and
- (e) providing internal cabling between the BT Equipment and any Customer Equipment, as appropriate.

4.1.9 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, to enable BT or its third parties, to set up, deliver, manage, maintain and restore the Service.

5. SUPPLIER TERMS/SOFTWARE LICENCE TERMS

5.1 The End User License Agreement ("**EULA**") and offer description ("**Offer Description**") establishes certain terms and conditions through direct privity of contract between the Customer and the Supplier and as such the Customer will:

5.1.1 be directly bound by the terms and conditions set out in the EULA and Offer Description contained in Part B and, where applicable, ensure that its Users also comply with the terms of the EULA and applicable paragraphs of the Offer Description;

5.1.2 enter into the EULA and Offer Description for the Customer's own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA and Offer Description 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

5.1.3 observe and comply with the EULA and applicable paragraphs of the Offer Description for all use of the Service and for any use of the applicable Supplier software.

5.2 If the Customer does not comply with the EULA or Offer Description:

5.2.1 BT may restrict or suspend the entire Service upon notice; in such event:

(a) the Customer will continue to pay the Charges for the Service until the end of the Subscription Term; and

(b) BT may charge a re-installation fee to re-start the Service.

5.3 Where the EULA or Offer Description is presented in a 'click to accept' function and the Customer requires BT to configure or install software on their behalf, BT will do so as their agent and bind the Customer to the EULA and Offer Description. For this purpose, the Customer hereby grants to BT a mandate to enter into the EULA or Offer Description 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.

5.4 Only Paragraphs 2.2, 2.4 and 3 of the Offer Description apply to the Customer's use of the Service. The Offer Description sets out how Personal Data will be Processed by the Supplier when the Customer uses the Service.

5.5 Supplier End of Life

5.5.1 BT will notify the Customer at least one (1) year in advance of any End-of-Life impact with respect to the Service ("**End of Life Period**").

5.5.2 BT will use reasonable endeavours to obtain a new replacement Service from the Supplier not substantially less favourable than the Service as set out in this Schedule and shall at least six (6) months before the expiry date of the End-of-Life Period make a proposal for this and invite the Customer to negotiate and agree on such proposal.

5.5.3 If there is

(a) a material change in price or functionality of the Service; and

(b) the Parties are unable to agree a change within 3 months:

either Party may terminate the Service to take effect at 23.59 on the expiry date of the End-of-Life Period without any liability for the Parties and/or termination fees being due.

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, the Customer will:

6.1.1 keep the BT Equipment safe, secure and without risk to health;

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 move the BT Equipment or any part of it from the Site(s) without BT's written consent and the Customer will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;

6.1.4 not make any alterations or attachments to, or otherwise interfere with, the BT Equipment nor permit any person (other than a person authorised by BT) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the BT Equipment;

6.1.5 not sell, charge, assign, transfer or dispose of, or part with possession of the BT Equipment;

6.1.6 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;

6.1.7 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);

6.1.8 carry full replacement value insurance against any damage to or theft or loss of the BT Equipment;

6.1.9 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;

6.1.10 notify any interested third parties that BT owns the BT Equipment;

6.1.11 ensure that BT Equipment appears in BT's name in the Customer's accounting books; and

6.1.12 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.

6.2 BT does not guarantee the security of the BT Equipment against unauthorised or unlawful access or use.

6.3 BT Equipment will remain BT's property at all times and risk in BT Equipment will pass to the Customer upon delivery, whether or not the BT Equipment has been installed.

6.4 The Customer acknowledges and agrees that deployment using Cloud OnRamp will result in the creation of a number of default security components on the Customer's Enabling Service that is set out in Part B Paragraph 4.1.3.

- 6.5** BT does not guarantee that the security features that form part of the Service, including on any Software, meet any certified level of compliance. BT recommends that the Customer has a dedicated security solution at the Customer's Sites in order to achieve an adequate level of security protection for the Service. This is a recommendation only and BT takes no responsibility for any security solution the Customer may choose.
- 6.6** On and from the Operational Service Date, the Customer will comply with the provisions of any Software licences provided with or as part of any BT Equipment, including SD-WAN Devices.

7. PASSWORDS, AUTHORISED USERS AND SECURITY

- 7.1** The Customer is responsible for the proper use of any usernames, personal identification numbers and passwords or similar used in conjunction with the BT Equipment or the Service, and the Customer will take all necessary precautions to ensure that the foregoing are kept confidential, secure and not made available to unauthorised persons.
- 7.2** The Customer will distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service.
- 7.3** The Customer will promptly terminate 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.

8. IP ADDRESSES AND DOMAIN NAMES

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

9. USE OF TELEMETRY DATA

- 9.1** BT or its Supplier may, for the purposes set out in Paragraph 9.2, collect Telemetry Data which includes such items as:
- 9.1.1** system statistics (for example, CPU, memory);
 - 9.1.2** interface statistics;
 - 9.1.3** flow statistics including application and application family; and
 - 9.1.4** device configurations and usage per interface.
- 9.2** Notwithstanding anything to the contrary in this Agreement, BT and its Supplier shall only use Telemetry Data as follows:
- 9.2.1** to deliver and maintain the Service;
 - 9.2.2** for the Supplier to provide support to BT (for example, by providing BT with recommendations for WAN configuration optimisation, license expiration, renewal notices, license or bandwidth enforcement); and
 - 9.2.3** the Supplier may use Statistical Data for the general purpose of improving its SD-WAN product and other product offerings, including Customer experience and use of such product in the context of generally available software feature releases.

10. NOTIFICATION OF INCIDENTS

- 10.1** Where the Customer becomes aware of an Incident:
- 10.1.1** the Customer Contact will report it to the Service Desk;
 - 10.1.2** BT will give the Customer a Ticket;
 - 10.1.3** BT will inform the Customer when it believes the Incident is cleared and will close the Ticket when:
 - (a)** the Customer confirm that the Incident is cleared within 24 hours after having been informed; or
 - (b)** BT has attempted unsuccessfully to contact the Customer, in the way agreed between both of the Parties in relation to the Incident, and the Customer has not responded within 24 hours following BT's attempt to contact the Customer.
- 10.2** If the Customer confirms that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident;
- 10.3** Where the Customer has provided the Customer's own or a third party Enabling Service as set out in Paragraph 4 of Part B the Customer will ensure and confirm to BT that the service is working correctly before reporting Incidents to BT. BT will not record Availability Downtime for reported Incidents until the Customer has provided this confirmation; and
- 10.4** Where BT becomes aware of an Incident, Paragraphs 10.1.2, 10.1.3 and 10.2 will apply.

Section B Acceptable Use Policy

11. INTRODUCTION

- 11.1** 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.

12. USE OF THE SERVICE

- 12.1** The Customer will not use the Service in breach of Applicable Law or in any way that is considered to be:
- 12.1.1** 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
 - 12.1.2** detrimental to the provision of services to the Customer or any other BT customer.
- 12.2** The Customer will not use the Service to intentionally take, or attempt to take, any action that could:
- 12.2.1** 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
 - 12.2.2** 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.
- 12.3** Unless agreed in writing with BT:
- 12.3.1** the Customer will only use the Services for the commercial and business purposes for which they have been designed; and
 - 12.3.2** 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 12.3.1 above.

13. USE OF MATERIALS

- 13.1** 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:
- 13.1.1** harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;
 - 13.1.2** promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;
 - 13.1.3** 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;
 - 13.1.4** in breach of the privacy or data protection rights of BT or any other person or company; or
 - 13.1.5** in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.
- 13.2** 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.

14. SYSTEMS AND SECURITY

- 14.1** The Customer will not:
- 14.1.1** 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.
 - 14.1.2** 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;
 - 14.1.3** 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
 - 14.1.4** 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 C Compliance and Regulation

15. EXPORT OF CONTENT USING CLOUD SERVICES

- 15.1** 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.

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

- 16.1** The Customer accepts the risk that, due to changing nature of the China domestic and international landscape, the 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.
- 16.2** BT may terminate and/or suspend the Service at any time in a Force Majeure Event and/or in accordance with applicable Chinese laws, regulations and/or directions from the Chinese authorities. BT will not be liable for any service credits, damages, and/or loss (whether direct or indirect) resulting from the termination or suspension of the Service in accordance with this Paragraph 17 (Provision of the Service to Site (s) in China).
- 16.3** 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:
- 16.3.1** the requested applications are not a subject of censorship or blocking by the Chinese government; and
 - 16.3.2** the requested applications are used solely for the Customer's internal business purposes and will strictly only be available for closed user group access by the Customer's Users.

Section D Charges, Subscription Term and Termination

17. CHARGES

- 17.1** The Customer will pay the Charges for the Service and any optional features (including upgrades and re-configuration) as specified in the Order.
- 17.2** In addition to the Charges set out in the Order, the Customer may be liable for the following additional Charges:
- 17.2.1** Charges for (de-)commissioning the Service outside of Business Hours;
 - 17.2.2** Charges for expediting provision of the Service at Customer's request after BT has informed Customer of the delivery date;
 - 17.2.3** Charges for investigating Customer reported Incidents where BT finds no Incident or that the Incident is outside the Service Management Boundary;
 - 17.2.4** Charges for restoring Service if the Service has been suspended by BT in accordance with the terms of the Governing Agreement;
 - 17.2.5** Charges for restoring Service if the Service has been negatively impacted by the Customer's use of the Co-Management Service Option; and
 - 17.2.6** Charges per element re-configured after the Operational Service Date must be agreed and documented in a new Order.

18. SUBSCRIPTION TERM AND TERMINATION

- 18.1** 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.
- 18.2** 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.

19. END OF SERVICE

- 19.1** On termination of the Service, Customer will:
- 19.1.1** retrieve all Customer data from the Service;

- 19.1.2 provide BT with all assistance necessary to remotely decommission all network and applications supporting the Service at each customer Site(s);
 - 19.1.3 return to BT the Software or intellectual property provided by BT and all copies of such.
 - 19.1.4 promptly return or delete any confidential information that the Customer has received from BT during the term of the Agreement;
 - 19.1.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment;
 - 19.1.6 disconnect any Customer Equipment from the BT Equipment;
 - 19.1.7 not dispose of the BT Equipment other than in accordance with BT's written instructions; and
 - 19.1.8 arrange for the BT Equipment to be returned to BT.
- 19.2 On termination of the Service BT will:
- 19.2.1 provide configuration information relating to the Service provided at the Site(s) in a format that BT reasonably specifies;
 - 19.2.2 decommission all network and applications supporting the Service at each Site(s);
 - 19.2.3 where permitted under Applicable Law, delete any Content, including stored logs or any configuration data relating to BT's management of the Service; and
 - 19.2.4 disconnect and remove any BT Equipment located at the Site(s).

Section E Service Levels and Service Credits

20. INTRODUCTION

- 20.1 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**").
- 20.2 Service Levels only apply to events occurring within the Service Management Boundary.
- 20.3 For Sites where the Customer has procured Enabling Services from BT, the Service levels and Service credits applicable to BT provided Enabling Services (as set out in the terms associated with such Enabling Service) will apply to this Service. The monthly recurring Charges for the SD WAN Edge Device(s) at the affected Site(s) will be included for calculation of the respective Service credit if the Customer is eligible for Service credits.
- 20.4 For Sites where the Customer has not procured Enabling Services from BT the following will apply:
 - 20.4.1 the On Time Delivery and Service Availability Service Levels shall apply as set out in paragraph 17 and 18 below.
 - 20.4.2 Service Credit calculations and payments will be based on the monthly recurring Charges for the SD WAN Edge Device(s) at the affected Site(s).

21. ON TIME DELIVERY SERVICE LEVEL

- 21.1 BT will deliver the Services on or before the Customer Committed Date ("**On Time Delivery Service Level**").
- 21.2 **On Time Delivery Service Credits**
 - 21.2.1 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.
 - 21.2.2 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.

21.2.3 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.

22. SERVICE AVAILABILITY

22.1 Availability Site Level

22.1.1 BT will assign a Service Level category for each Site ("**Site Service Level Category**") included in the Order. The Site Service Level Categories and the associated service availability metrics are set out in the table below.

22.1.2 Each Site Service Level Category has an Annual Service Availability Target, a Maximum Annual Service Downtime and a Monthly Standard Service Credit Start Point which are used to ascertain when Service Credits are payable. BT will measure Service Downtime for each Qualifying Incident and will keep a record of cumulative Service Downtime by Site, in units of full minutes, for each month and a rolling 12-month period.

22.1.3 Service Downtime is measured from when a Qualifying Incident is opened on BT's incident management system and ends when BT resolves the Qualifying Incident ("**Service Downtime**"). The Customer will be given an Incident ticket number for each Qualifying Incident. BT will inform the Customer when the Qualifying Incident is resolved and will close the Incident ticket when either the Customer confirms within 20 minutes that the Qualifying Incident is resolved, or BT has attempted and failed to contact the Customer and the Customer does not respond within 20 minutes. If the Customer confirms that the Qualifying Incident is not resolved within 20 minutes of being informed, the Incident ticket will remain open, and the Service Downtime calculation will be adjusted.

22.1.4 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 Standard Service Credit Start Point	Service Credit Interval	Standard Service Credits for each started Service Credit Interval	Elevated Service Credits
Cat A+	≥ 99.99%	1 hour	0 minutes	Per started 15 minutes	4% of MRC	8% of MRC
Cat A	≥ 99.95%	4 hours	0 minutes	Per started hour	4% of MRC	8% of MRC

22.2 Service Availability Service Credits.

22.2.1 When there is a Qualifying Incident(s) and the cumulative Service Downtime in a month at a Site exceeds the Monthly Standard Service Credit Start Point but does not exceed the Maximum Annual Service Downtime, the Customer may claim standard Service Credits. Service Credits will be four (4) per cent of the Monthly Recurring Charges ("**MRC**") for the Impacted Site(s), per started Service Credit Interval above the Monthly Standard Service Credit Start Point.

22.2.2 Elevated Service Credits shall apply if the cumulative Service Downtime at a Site in any rolling 12-month period exceeds the Maximum Annual Service Downtime. Elevated Service Credits shall

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

- 22.3** The availability Service Levels and Service Credits does not apply to this Service;
- 22.3.1** where the Incident is due to the Enabling Services from a third party or Customer-provided SD-WAN Device;
 - 22.3.2** during Simple Service Requests; or
 - 22.3.3** where the Incident is due to changes made by the Customer utilizing the Co-managed Advanced Service Option.

23. GENERAL SERVICE CREDIT EXCLUSIONS

- 23.1** Only measurements carried out by BT will be used in the calculation of Service Credits.
- 23.2** Service Levels and/or Service Downtime will be excluded:
- 23.2.1** 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;
 - 23.2.2** if a third-party Enabling Service is not connected or functioning, a fault on the Customer's network, the Customer's Equipment (including configuration) or on any third-party software or service not provided and/or managed by BT under the terms of this Schedule;
 - 23.2.3** for any faults caused by the Customer's use or management of the Service;
 - 23.2.4** if BT is awaiting information from the Customer or awaiting confirmation by the Customer that the Service has been restored;
 - 23.2.5** for any Qualifying Incident not reported in accordance with the incident reporting procedures notified by BT to the Customer or where Priority 1 Incident tickets are opened erroneously;
 - 23.2.6** for any cause beyond BT's reasonable control as set out in the Governing Agreement or this Schedule;
 - 23.2.7** 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;
 - 23.2.8** during any period of maintenance by the Customer or its third party on Customer's equipment, third party software or third party services not provided and/or managed by BT under the terms of this Schedule;
 - 23.2.9** during any trial period of the Services;
 - 23.2.10** in the event of unavailability of the data collected by the Supplier cloud hosted control infrastructure as displayed on reports and near-live dashboards; and
 - 23.2.11** if the Service is suspended due to Customer's breach of its obligations under the Governing Agreement.

24. GENERAL SERVICE CREDIT LIMITATIONS

- 24.1** Service Credits for all Service Levels will be aggregated and cannot exceed 100% of the cumulative monthly recurring Charges at any affected Site,

- 24.2** 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.
- 24.3** Service Credits will be :
- 24.3.1** paid by deduction from the Customer's invoice within two billing cycles of a claim being received; or
 - 24.3.2** if related to On-Time Service Delivery Credits, paid by deduction from the first invoice following the Operational Service Date; or
 - 24.3.3** 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 F Data Protection

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

25. DEFINED TERMS

- 25.1** The following terms shall have the meaning given to them in the Data Protection Legislation: “**Personal Data**”, “**Process**” and “**Processing**”.

26. DATA PROCESSING

- 26.1** Applicable terms. The Parties agree that it is anticipated that BT and the Supplier may receive and the Supplier may Process Personal Data on behalf of the Customer as a Data Processor in connection to the Service or as a result of the provision of this Service. Any Customer Data is subject to the 'Data' clause as set out in the Agreement.
- 26.2** For this Service, BT will act as Controller.
- 26.3** For the provision and management of the Service parts provided by the Supplier, any Processing of Personal Data by the Supplier - where applicable, will be subject to the Supplier's privacy policy as set out on <https://www.cisco.com/c/en/us/about/trust-center/customer-data-privacy-policy.html>. Additionally, for this Service the following privacy datasheet shall apply:
<https://trustportal.cisco.com/c/dam/r/ctp/docs/privacydatasheet/DNA/cisco-sd-wan-privacy-data-sheet.pdf>

Section G Defined Terms and Abbreviations

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

“**4G**” means fourth generation broadband cellular network technology which is used for both voice and data services. The Customer can only use 4G Services when the Customer are in range of a 4G base station.

“**Acceptable Use Policy**” means the policy as set out at Part A, Section B.

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

“**API**” means application programming interface which is a set of functions and procedures allowing the creation of applications that access the features or data of an operating system, application, or other service.

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



“**AWS**” means Amazon Web Services and is a subsidiary of Amazon that provides on-demand cloud computing platforms and APIs to individuals, companies, and governments, on a metered pay-as-the Customer-go basis.

“**Azure**” means Microsoft Azure, a cloud computing service created by Microsoft for building, testing, deploying, and managing applications and services through Microsoft-managed data centres.

“**BT My Account Portal**” is an online portal that is accessed via the Internet using a BT-provided username and password.

“**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.

“**Cisco Smart Account**” is a Supplier licence tool that allows the Customer to view, store, manage and move software licenced to the Customer by the Supplier to where it is needed.

“**Cloud Hosted Controller**” means centralised network management system that allows configuration and management of overlay network.

“**Cloud Hosted Control Infrastructure**” has the meaning given in Part B ;

“**Cloud OnRamp**” is an automated way of deploying the virtual Customer-Provided SD-WAN Device or Virtual SD-WAN Device into a Microsoft Azure or Amazon Web Services cloud environment as part of the Service.

“**Cloud-Provider**” means a company that delivers cloud computing based services and solutions to businesses.

“**Co-Management User Guide**” means the guide for use of the Co-Management Advanced Service Option available on the BT Website.

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

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

“**Customer Contact**” means any individuals authorised to act on the Customer’s behalf for Service management matters.

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

“**Customer Equipment**” means any equipment and any software, other than BT Equipment, used by the Customer in connection with the Service.

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

“**Customer-Provided SD-WAN Device**” means hardware and software that connects to the Customer’s network and provides a secure overlay network over a mix of WAN transports and that is Customer Equipment for the purposes of this Agreement;

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

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

“**Dual Management**” means a temporary transition phase where BT will manage the sites which have been adopted by BT, while the Customer will continue to manage sites which are not yet adopted by BT.

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

“**End of Life**” is the point at which any element of the Service is no longer supported by BT as a result of the Supplier no longer supporting such element.

“**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).

“**Google Chrome**” is a cross-platform web browser developed by Google.

“**Governing Agreement**” means the general 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.

“**Internet**” means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

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

“**Internet Protocol**” or “**IP**” means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

“**Local Area Network**” or “**LAN**” means the infrastructure that enables the ability to transfer IP services within Site(s) (including data, voice and video conferencing services).

“**Monthly Recurring Charges**” means the monthly Recurring Charges for the Service.

“**Mozilla Firefox**” is a web browser developed by the Mozilla Foundation.

“**MPLS**” means Multiprotocol Label Switching which is a routing technique that directs data from one node to the next based on short path labels.

“**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 Enabling Service at the Site(s).

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

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

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

“**Physical SD-WAN CPE Device**” means hardware and software that connects to the Customer’s network and provides a secure overlay network over a mix of WAN transports and that is BT Equipment for the purposes of this Agreement.

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

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

“**Recurring Charges**” means the Charges for the Service or applicable part of the Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.

“**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 either a Customer-Provided SD-WAN Device, Physical SD-WAN CPE Device or a Virtual SD-WAN Device.

“**Service Desk**” means the helpdesk that the Customer is able to contact to submit service requests, report Incidents and ask questions about the Service.

“**Service Level**” means each of the On Time Delivery Service Level and the Availability Service Level.

“**Service Management Boundary**” has the meaning given in Part B Paragraph 3.

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

“**Site Service Tier**” is a Standard Service Component that sets out the level of support BT will provide to the SD-WAN Device.

“**Simple Service Request**” or “**SSR**” means a User request for:

- a) information or advice;
- b) a standard change (i.e. a pre-approved change that is low risk, relatively common and follows a procedure);
- c) access to an IT service;
- d) a routine software configuration;
- e) an upgrade task; or
- f) policy changes.

“**Statistical Data**” means any information or data that the Supplier derives from customer data or Telemetry Data, provided that such information or data is aggregated or de-identified such that it cannot reasonably be used to identify an individual or entity.

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

“**Telemetry Data**” means information generated by instrumentation and logging systems created through the use and operation of the Service.

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

“**Virtual Account**” is a virtual account where the Customer can organise their software licences into logical entities.

“**Virtual SD-WAN Device**” means software that connects to the Customer's network and provides a secure overlay network over a mix of WAN transports and that is BT Equipment for the purposes of this Agreement.

“**VPN**” means a virtual private network.

“**WAN**” means Wide Area Network, the infrastructure that enables the transmission of data between Sites.