

BT IP Connect Global Service Schedule

Part A – Service Terms

Section A – Service Terms

1. SERVICE SUMMARY

- 1.1** BT's IP Connect Global Service provides the Customer with a private, global IP-based Virtual Private Network ("VPN") service based on multi-protocol label switching ("MPLS") technology that provides the Customer with any-to-any connectivity and differentiated performance levels, prioritisation of delay and non-delay sensitive traffic as well as voice and multi-media applications, all on a single network and the ability to create a private, secure VPN(s) for the Customer so that any Site within the Customer IP VPN can directly communicate with any other Site in the same IP VPN, 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.

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 an event of emergency and/or to safeguard the integrity and security of its network and/or repair or enhance the performance of its network. Where possible, BT shall inform the Customer without undue delay in advance. Where it is not possible to inform the Customer in advance of restriction or suspension of any affected Service BT shall explain as soon as is reasonably practicable afterwards why such restriction or suspension was required.

Section B – Customer Obligations and related Additional Terms

3. GENERAL CUSTOMER OBLIGATIONS

- 3.1** The Customer will:
- 3.1.1** provide BT with the names and contact details of the Customer contact;
 - 3.1.2** without undue delay provide BT with any information or assistance reasonably required by BT to enable it to comply with Applicable Law and perform its obligations hereunder with respect to the Service;

- 3.1.3** use the Incident reporting procedures notified to Customer by BT, and ensure that the Customer operational 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).
- 3.1.10** if the Customer orders the Service with Unmanaged BT Routers and/or Unmanaged Customer Routers, be responsible for:
 - (a)** providing Routers which adhere to BT design guidelines (which can be provided to the Customer); and
 - (b)** marking traffic with the DSCP marking used by us before transmitting traffic to the BT Network;
- 3.1.11** where HVPN is being purchased, be responsible for, and ensure that it complies with all applicable licensing and regulatory requirements for use of HVPN including but not limited to the local law and regulations that apply to the export and re-export of any encryption software or devices. BT may require the Customer to produce proof of compliance with such licensing and regulatory requirements before delivery of the Service. If the Customer cannot produce such proof to BT satisfaction, BT may suspend delivery of the Service or cancel the Order. The Customer is responsible for obtaining any local import and User licenses and the written authority from all respective authorities necessary;
- 3.1.12** ensure that CPA is installed and working before placing an Order for HVPN. If it is not, the Customer agree to pay all HVPN Charges from the Operational Service Date. The Customer also agrees to pay all BT costs (including applicable Charges) if HVPN is delivered and it is later found that the Customer have not provided suitable CPA;
- 3.1.13** if the CPA is provided on the basis of 'up to' a certain speed, agree that it may not receive the full speed, and that for the Service to work it will order an access speed significantly higher than the required HVPN Port speed; it is the Customer's responsibility to ensure that the CPA meets these requirements. BT will not be liable for Service failure, and BT Service Levels will not apply, when the actual CPA speed falls below the HVPN Port speed;
- 3.1.14** if a dynamic IP Address is used, agree that BT Service Levels will not apply to any Availability Downtime occurrences resulting from refresh of the dynamic IP Address; and
- 3.1.15** agree that Internet browsing from the Managed Router other than via the HVPN Split Tunnelling feature will impair HVPN; in these circumstances BT will not be liable for any failure in Service and BT Service Levels will not apply. The Customer agrees that Internet access is provided by BT local

suppliers who are responsible for ensuring they have the necessary permits to provide Internet access. If the Customer uses the Split Tunnelling feature (Internet Breakout or iLAN) so that the Customer may provide Internet access itself, then the Customer will comply with Applicable Laws and regulations regarding the provision of Internet access to Users; and

- 3.1.16** Where the Customer is using the Internet Gateway Regional feature, the Customer must ensure that the Customer operates within the Applicable Laws and an legal guidelines in each location as set out in Section D.
- 3.1.17** Where the Customer has ordered the Cloud Connect to Data Centre feature, the Customer must enter into an agreement with a Data Centre provider for any hosting requirements and also for ensuring there is sufficient space available for the equipment within the Data Centre; and
- 3.1.18** Where the Customer has ordered the Multi-Service Access option, the Customer is responsible for the provision and operation of a firewall to implement the Customer security policies and requirements in relation to the Internet Connect Global service. Alternatively, the Customer may choose to order a zone-based firewall or cloud based security system configuration within the equipment.

3.2 Customer Equipment and Site requirements

The Customer will:

- 3.2.1** 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;
- 3.2.2** 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;
- 3.2.3** monitor and maintain any Customer equipment connected to the Service or used in connection with a Service;
- 3.2.4** 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, or other technically equivalent equipment where customers have a right to use their own NTE. In the latter case, BT will not be responsible for any service breakdown or degradation caused by Customer-provided NTE;
 - (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;
- 3.2.5** 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;
- 3.2.6** 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;
- 3.2.7** 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;
- 3.2.8** inform BT of any planned maintenance on any third party provided Enabling Service; and
- 3.2.9** 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. BT EQUIPMENT

- 4.1** Where BT provides BT equipment to the Customer that is owned by BT as part of the provision of the Service, Customer will:
- 4.1.1** keep the BT equipment safe and secure;
 - 4.1.2** 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;
 - 4.1.3** 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;
 - 4.1.4** 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;
 - 4.1.5** not sell, charge, assign, transfer or dispose of, or part with possession of the BT equipment;
 - 4.1.6** 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;
 - 4.1.7** 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);
 - 4.1.8** carry full replacement value insurance against any damage to or theft or loss of the BT equipment;
 - 4.1.9** 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;
 - 4.1.10** ensure that BT equipment appears in BT's name in the Customer's accounting books; and
 - 4.1.11** 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.

5. PASSWORDS, AUTHORISED USERS AND SECURITY

- 5.1** The Customer is responsible for the proper use of any user names, personal identification numbers and passwords or similar used in conjunction with the BT equipment or the Service, and the Customer will take all necessary precautions to ensure that the foregoing are kept confidential, secure and not made available to unauthorised persons.

- 5.2 The Customer will distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service.
- 5.3 The Customer will promptly terminate access of any person who is no longer an authorized User.
- 5.4 The Customer will promptly inform BT if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way.
- 5.5 The Customer will change any or all passwords or other systems administration information used in connection with the Service if BT asks Customer to do so in order to help safeguard ensure the security or integrity of the Service.
- 5.6 The Customer will not allow any specific user license to be used by more than one User unless it has been reassigned in its entirety to another User.
- 6. IP ADDRESSES, DOMAIN NAMES**
- 6.1 Except for IP Addresses expressly registered in the Customer's name, all IP Addresses and Domain Names 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. All of the Customer's rights to use such IP Addresses and/or Domain Names will cease on termination or expiration of the Service.

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 with BT first in writing:
- 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.

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. CHINA

11.1 Provision of the Service to Site(s) in China. Due to changing nature of the regulations and legal landscape applicable to China, 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. BT reserves the full right to stop allowing the Service at any time in accordance with applicable laws, regulations and/or directions from the applicable authorities and BT will not be liable for any termination or suspension required in such circumstances. Where the Customer requests to route traffic destined for business applications through BT's IP Connect Global Services for performance reasons, the Customer acknowledges and undertakes to BT that:

- 11.1.1 the requested applications are not a subject of censorship or blocking by the Chinese government; and
- 11.1.2 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.

12. INTERNET BROWSING - BLOCKED COUNTRIES

- 12.1** The Internet Gateway Regional feature is only available from Sites in countries where BT have regulatory approval for providing Internet access and not for countries where it is not allowed to backhaul Internet bound traffic out of such country over the IP Connect Global network to avoid mandatory government imposed site blocking. The Blocked countries are currently China, Russia, India and Columbia however this list is subject to changes in laws and regulations. For the avoidance of doubt, countries may be added or removed from this list subject to prior written notice by BT.

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;
 - 13.2.4** Charges per element re-configured after the Operational Service Date must be agreed and documented in a new Order;
 - 13.2.5** Port and/or Access Line reconfiguration Charges and a new Monthly Recurring Charge if the Customer orders network changes requiring changes to Port and/or Access Line speeds;
 - 13.2.6** Upgrade Charges if a hardware upgrade is necessary to support the Software upgrade; and
 - 13.2.7** Additional Charges for the Port if the Customer has purchased the load balancing option and uses both Ports at the same time.
- 13.3** In the case of a Resilient Service, the Customer agrees that charging will commence on the delivery and installation of the first delivered Circuit.
- 13.4 Excess Construction Charges.**
- 13.4.1** All Services and pricing are subject to site survey. After the Effective Date, BT will arrange for any survey(s) to be conducted to confirm the availability of a suitable Access Line to the Site(s). If the survey(s) identify that additional engineering work is required in order to provide a suitable Access Line to the Site(s) and:
- (a)** the Excess Construction Charges are within the limit the Customer has agreed to in the Order BT will proceed with delivering the Service for the affected Site(s) following the completion of any additional engineering works; or
 - (b)** the Excess Construction Charges are in excess of the limit the Customer has agreed to in the Order or there are no Excess Construction Charges set out in the Order BT may provide a new quote to the Customer, detailing the additional Excess Construction Charges the Customer will need to pay for the engineering work to be completed. If the Customer:
 - (i)** accepts the new quote, BT will proceed with delivering the Service for the affected Site(s) following the completion of any additional engineering works; or
 - (ii)** does not accept the new quote, BT will cancel the provision of the Service to the affected Site(s) and BT will have no obligation to provide the Service to the Customer

at that Site. The Parties will agree any amendments required to minimum commitments if applicable.

- 13.4.2 BT will not invoice the Customer for any Excess Construction Charges, unless these are actually incurred as detailed in paragraphs 13.4.1 (a) and (b) above.
- 13.4.3 Following BT's site survey, BT may, acting reasonably, propose that provision of Service is not possible for operational reasons. Following consultation and agreement with the Customer, BT will not proceed with provision of the Service and the Customer agrees that BT shall not be liable to the Customer for failure to provide the Service. Where this is the case, BT will reject the Order and the Customer shall not be liable for cancellation Charges.

14. SUBSCRIPTION TERM AND TERMINATION

- 14.1 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.
- 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 provide configuration information relating to the Service provided at the Site(s) in a format that BT reasonably specifies;
 - 15.2.2 decommission all network and applications supporting the Service at each Customer Site(s);
 - 15.2.3 where permitted under applicable mandatory law; delete any Content, including stored logs or any configuration data relating to BT's management of the Service;
 - 15.2.4 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 ("**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 Service 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 capped at 4 per cent of the monthly recurring Charge for the affected Site or Circuit (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 Comitted Date.
- 17.2.3** Exceptions to On-Time Delivery Service Level:
 - (a)** The On-Time Delivery Service Level does not apply to:
 - (i) upgrades or changes to the Service, unless the Parties have agreed on the Order a Customer Committed Date for such upgrades or changes; or
 - (ii) Sites where the Customer ordered Basic DSL as access method.
 - (b)** BT may expedite delivery of the Service for operational reasons or in response to a request from Customer, however this will not cause the original Customer Committed Date to be revised.

18. SERVICE AVAILABILITY SERVICE LEVEL

- 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 Service 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 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
CatA	≥ 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 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) per cent of the Monthly Recurring Charges for the SD-WAN Services 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 the SD-WAN Services at the affected Site, for all the other Site Service Level Categories.

19. RESILIENCY RESTORATION

19.1 Resiliency Restoration Service Level

19.1.1 From the Operational Service Date, where the Customer has purchased a Resilient Service and experiences a Qualifying Incident on any Resilient Component, BT aims to restore the Service to the affected Resilient Components within 24 hours of the Customer reporting the Qualifying Incident, or BT detecting the Incident ("**Resiliency Restoration Service Level**"), but the Resiliency Restoration Service Level will not apply where there is a Priority 1 Incident (in which case, the Availability Service Level will apply).

19.2 Resiliency Restoration Service Credits

19.2.1 If the affected Resilient Components are not restored within 24 hours, the Customer may request a Service Credit ("**Resiliency Restoration Service Credit**") for each commenced hour in excess of the Resiliency Restoration Service Level of one (1) per cent of the total monthly Recurring Charges for the Resilient Service.

20. NETWORK PERFORMANCE

20.1.1 From the Operational Service Date, BT will provide the elements of the Service in the Core Network to the network performance targets for round trip delay, packet delivery and jitter as set out in these Paragraphs ("**Network Performance Service Levels**").

20.1.2 Round Trip Delay:

- (a) **Round Trip Delay Service Level.** From the Operational Service Date, BT will provide the Service to the target round trip delay time corresponding to the applicable COS for the as set out in the applicable Order. BT will send two test packets of 100 bytes for DE Class, 10 test

packets of 100 bytes for AF Class or 10 test packets of 80 bytes for EF Class every minute, 24 hours a day between designated BT Network PE Routers, and measure the time it takes a test packet to return to its origin. Round Trip Delay statistics are calculated as the average of all test packets sent and received in one month.

- (b) Round Trip Delay Service Credits.** For valid claims, BT will give the Customer a Service Credit of two (2) per cent of the Monthly Site Charges if BT fails to meet the average RTD target for any CoS in any month. BT will give the Customer a Service Credit of four (4) per cent of the Monthly Site Charges if the target is missed by more than twenty (20) per cent.

20.1.3 Packet Delivery:

- (a) Packet Delivery Service Level.** From the Operational Service Date, BT will provide the Service to the target packet delivery percentage corresponding to the applicable COS for the as set out in the applicable Order.
- (b) Packet Delivery Service Credits:** If the packet delivery percentage is less than the Packet Delivery Service Level, the Customer may request a Service Credit ("**Packet Delivery Service Credit**") of two (2) per cent of the monthly Recurring Charges if BT fails to meet the average Packet Delivery target for any CoS in any month.

20.1.4 Jitter:

- (a) Jitter Service Level.** From the Operational Service Date, BT will provide the Service to the target jitter time corresponding to the applicable COS for the as set out in the applicable Order
- (b) Jitter Service Credits**
- (i)** If the jitter time exceeds the Jitter Service Level by up to 10 per cent, the Customer may request a Service Credit ("**Jitter Service Credit**") of two (2) per cent of the monthly Recurring Charges for each affected Site; and
 - (ii)** If the jitter time exceeds the Jitter Service Level by more than ten (10) per cent, the Customer may request a Jitter Service Credit of four (4) per cent of the monthly Recurring Charges for each affected Site.

20.1.5 Site to Site Network Performance

- (a)** BT Managed Routers are mandatory for Site to Site network performance.
- (b)** The Site to Site Service Level measures performance between designated Managed Routers at the Sites. Performance is measured using BT's customer reports platform and the Customer will order Site to Site Reports for each path to be measured, and pay the Charges for the reports as set out in the Order.
- (c)** The following restrictions apply to Site to Site network performance Service Level:
- (i)** Port speeds must be at T1/E1 and above;
 - (ii)** Access Lines must be Leased Line;
 - (iii)** the Service Level targets for a Site will no longer apply if there are changes in Port speed or bandwidth at that Site. The parties shall agree new targets for those Sites;
 - (iv)** the Service Levels will not apply on any path in any month where average Port utilisation exceeds 50 per cent;
 - (v)** the Service Levels on network performance only applies for In-Contract bandwidth (except DE Class- as that is not In-Contract or Out-of-Contract); and
 - (vi)** Sites where Site to Site Report is ordered are excluded from the regional report so regional reports and regional processes such as Service Credits for regional breaches are not applicable.

20.1.6 BT Reach-in NNI

- (a) Service Levels for the supplier's network performance for RTD (all Classes of Service), Packet Delivery (all Classes of Service) and Jitter (EF Class only) are measured by BT's supplier on a core network basis only. The supplier equipment used for measurements may or may not be equipment that the Site(s) connect to. The mechanism for network performance measurements may vary from country to country depending on suppliers' measurement procedures.
- (b) BT will give the Customer a Service Credit of one (1) per cent of Monthly Site Charges per affected Site for valid claims if in any month the supplier's network does not meet:
 - (i) the RTD target;
 - (ii) the Packet Delivery target; or
 - (iii) in the case of EF Class only, the Jitter target.

20.1.7 Exceptions: The Network Performance Service Levels will not apply:

- (a) if there is a Priority 1 Qualifying Incident, in which case, the Availability Service Level will apply;
- (b) for Incidents that occur outside of the Core Network; and
- (c) for incidents that are related to Out-of-Contract as set out in Part B.

21. GENERAL SERVICE CREDIT EXCLUSIONS

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

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

- 21.2.1** where the acts or omissions of the Customer or any third party (excluding BT's suppliers) which 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;
- 21.2.2** for any faults caused by the Customer's use or management of the Service;
- 21.2.3** if BT is awaiting information from the Customer or awaiting confirmation by the Customer that the Service has been restored;
- 21.2.4** for any Qualifying Incident not reported in accordance with the incident reporting procedures notified by BT to the Customer or where Priority 1 trouble tickets are opened erroneously;
- 21.2.5** for any cause beyond BT's reasonable control as set out in the Governing Agreement or this Schedule;
- 21.2.6** 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;
- 21.2.7** during any period of maintenance by the Customer or its third party on Customer equipment, third party software or third party services not provided and/or managed by BT under the terms of this Schedule;
- 21.2.8** during any trial period of the Service; and
- 21.2.9** if the Service is suspended due to Customer's breach of its obligations under the Governing Agreement and this Schedule.

21.3 General Service Credit Limitations

- 21.3.1** Service Credits for all Service Levels will be aggregated and cannot exceed 100% of the cumulative monthly recurring Charges at any affected Site.
- 21.3.2** To qualify for Service Credits, and before any Service Credits can be applied, the Customer must make a claim within 25 days after the end of the month in which the Service underperformed or

where a longer time period is required by mandatory local law then the shortest period that can be applied.

21.3.3 Service Credits will be :

- (a) paid by deduction from the Customer's invoice within two (2) billing cycles of a claim being received; or
- (b) if related to On-Time Service Delivery Credits, paid by deduction from the first invoice following the Operational Service Date; or
- (c) 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 Schedule defined terms and abbreviations shall have the meaning ascribed to them within the body of the Schedule or below:

"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.

"Acceptable Use Policy" or **"AUP"** has the meaning as set out in Paragraph 7.1 of Part A, Section C.

"Access Line" means a Circuit connecting the Site(s) to the BT Network or POP.

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

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

"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.

"Circuit" means any line, conductor, or other conduit between two (2) terminals by which information is transmitted, and that is provided as part of the Service.

"Cloud Connect Direct" means the feature as set out in Paragraph 2.8 of Part B.

"Cloud Connect to Data Centre" means the feature as set out in Paragraph 2.7 of Part B.

"Cloud Firewall" means the feature as set out in Paragraph 2.9 of Part B.

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

"Contracted Maintenance Hours" means the maintenance hours and days of the week during which BT or its subcontractors will provide on-Site maintenance for the BT equipment, which are Business Hours only unless set out otherwise in the Order.

"Core Network" means BT's network infrastructure between and including the POP, but does not include the Access Line between the Customer's Site(s) and the POP.

"COS" means class of service, which is a categorisation of traffic based on a process for managing a network by giving certain types of traffic priority over others.

"Customer" means the name of the entity contracting with BT as stated on the Order Form.

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

"Customer Provided Access" or **"CPA"** has the meaning given in Paragraph 1.1.1 of Part B.



“**DE Class**” means the ‘default’ Class of Service, which requires the use of reasonable endeavours only and is used for non-critical, non-delay sensitive applications.

“**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.

“**Digital Subscriber Line**” or “**DSL**” means a technology for transferring data over regular phone lines and can be used to connect to the Internet.

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

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

“**Excess Construction Charges**” or “**ECC**” means any Charges in addition to installation Charges required for the installation of a Service, or an aspect of a Service, that exceed the level normally required, including where additional infrastructure is provided to give a new or extended Service at a Site or other location.

“**Governing Agreement**” means the master terms and conditions which govern this Schedule.

“**Hybrid VPN**” or “**HVPN**” means an access type that allows the Customer to use a high-speed broadband connection to the public Internet to access the Service.

“**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.

“**Internet Gateway Regional feature**” has the meaning set out in paragraph 2.6 of Part B – The Service Description.

“**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.

“**Jitter**” means an indicator of the variation in the time between packets arriving at a Site.

“**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.

“**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**” or “**Order Form**” means the details of the services procured from BT by the Customer as set out in the Order Form.

“**Packet Delivery**” means the measure of data successfully conveyed via the BT Network.

“**Provider Edge Routers**” or “**PE Routers**” means the BT equipment on the edge of the BT Network where Access Lines are terminated and Customer traffic enters the MPLS core network.

“**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 Core Network.

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

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

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



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

“**Router**” or “**BT Router**” means a device that forwards data packets between computer networks, creating overlay internetwork.

“**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 the Order.

“**Resilient Component**” means, with respect to a Resilient Service, any of the Access Lines, BT equipment or equipment sold to a Customer.

“**Resilient Service**” means the Service or part of the Service, as set out in any applicable Order, where BT provides:

- two (2) or more Access Lines, to provide more resiliency;
- BT equipment or sells equipment to the Customer; and
- maintenance service 24x7x365 in respect of (a) and (b) above

“**Round Trip Delay**” or “**RTD**” means the time taken for a packet to get to its destination and for its acknowledgement to return. It is an indicator of network delay performance.

“**SD WAN**” means Software-Defined wide area network.

“**Service**” has the meaning given in Paragraph 1.1 of Part A – Service Terms.

“**Service Management Boundary**” has the meaning given in Paragraph 1.1.2 of Part A – Service Terms.

“**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.

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

“**Split Tunnelling**” means an add-on feature to HVPN that allows the Customer to use their MPLS physical access for web browsing while simultaneously sending the Customer VPN traffic via the normal IPsec Tunnel.

“**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”.

“**Unmanaged BT Router**” means a Router owned and provided by us for use with the Service, as further defined in Paragraph 2.1(b) of Part B.

“**Unmanaged Customer Router**” means a Router owned and provided by the Customer for use with the Service, as further defined in Paragraph 2.1.1(c) of Part B.