



Defined Terms

Capitalised terms will have the below meanings (and in the case of conflict between these defined terms and the defined terms in any Schedule, the defined terms in the Schedule will take precedence).

"Acceptable Use Policy" means specific rules that you have to follow when using a Service. You can find the policy at www.bt.com/acceptableuse (or any other online address that BT may advise you).

"Acceptance Test Period" means a period of five Business Days, or such other period as may be specified in the applicable Schedule, after receiving Notice from BT that a Service (or part of a Service) is available for performance of any Acceptance Tests.

"Acceptance Tests" means those objective tests conducted by you that when passed confirm that you accept a Service, or the relevant component of a Service, and that a Service (or the relevant component of a Service) is ready for use save for any minor non-conformities that will be resolved as an Incident in accordance with the terms of the Support Services Schedule.

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

"Additional Charges" means any fees payable by you, in addition to those set out in any applicable Order, for deviations from the standard provision of a Service, as set out in the Agreement.

"ADSL" means asymmetric digital subscriber line.

"Affiliate" means any entity that directly or indirectly controls or is controlled by either one of us, or is jointly controlled with either you or BT.

"Agreement" means the agreement between you and BT that is made up of these BT Business Terms, the Schedule, any Annexes, the Order(s), and if applicable to a Service, the BT Price List.

"Amendment Order" means an Order that sets out changes to the BT Business Agreement as agreed by both of us.

"Annex" means any annex to the Schedule that describes a Service or sets out specific terms that apply to it.

"Applicable Law" means the laws of England and Wales and any laws and regulations, as may be amended from time to time, that apply to the provision or receipt of a Service, including:

- (a) anti-corruption laws set out in the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 of the United States of America; and
- (b) all applicable export laws and regulations, including those of the United States of America.

"Application Reporting" has the meaning given to it in the Support Services Schedule.

"Archive and Restore" has the meaning given to it in the Support Services Schedule.

"Authorised Users" means Customer Contacts that you authorise to access and use a Service.

"Availability" means the period of time when a Service is functioning.

"Availability Annual Target" has the meaning given in any Service Level table in a Schedule for the relevant SLA Category.

"Availability Downtime" means the period of time during which a Severity Level 1 Incident exists as measured by BT in accordance with the relevant Schedule.

"Availability Service Credit" means a Service Credit available for a failure to meet the Availability Service Level, as set out in the relevant Schedule.

"Availability Service Level" means the target availability corresponding to the applicable SLA Category as may be set out in the applicable Schedule or Order.

"Bandwidth Flex" means an increase or decrease of the available Port speed (bandwidth) supplied.

"Blocked"

"Bespoke Contract" means an Agreement which you had the opportunity to influence the commercial structure of, before entering into it with BT.

"BT" means British Telecommunications plc of One Braham Street, London, E1 8EE, registered in England with company number 1800000.

"BT Adjusted Customer Required by Date" means a date on which termination of a Service (or each applicable component of a Service, including to each Site) is due to take place.

"BT Business Agreement" means the agreement made between us incorporating the documents listed in Clause 2 of the BT Business Terms and any subsequent Orders that are incorporated.

"BT Business Terms" means the general terms to which these Defined Terms are incorporated and can be found at [\[INSERT LINK\]](#).

"BT Commissioning Team" means the team that has been designated to bring a Service to you. Further details of BT's team are set out in your Order.

"BT Customer Portal" means the online portal provided by BT where you can submit SSRs, log Incidents and manage your Service.



BT Business Terms: Defined Terms

"BT Equipment" means any equipment and any related Software that BT owns or that is licensed to BT and that BT uses to provide a Service.

"BT Group" means BT Group plc and its Affiliates.

"BT Network" means the communications network owned or leased by BT and used to provide a Service.

"BT Price List" means the document containing a list of BT's charges and terms that can be accessed at: www.bt.com/pricing (or any other online address that BT may advise you).

"BT Privacy Policy" means the policy that BT has implemented and may update from time to time on how it Processes Personal Data and that is set out at: <https://www.bt.com/privacy-policy>.

"BT Customer Portal" means the "Support Services Portal."

"BT's Tools" means the management, governance and other products provided by BT to deliver a Service.

"Business Day" means, unless set out otherwise in a Schedule, any day generally seen locally in the place where a Service is provided as a working day and excluding national, public and bank holidays. If one of us is supposed to do something on a day that is not a Business Day, then they will need to do it on the next Business Day.

"Business Hours" means between the hours of 0800 and 1700 in a Business Day unless otherwise set out in a Schedule.

"Cancellation Charges" means any compensatory charges payable by you to BT on cancellation of an Order in accordance with Clause 20 and the applicable Schedule.

"Cardholder Data" means the unique payment card number (typically for credit or debit cards) that identifies the issuer and the particular cardholder account.

"Care Level" means the level of Incident repair service as set out in the Table 1: Care Levels in Part C (Service Levels) of the Support Services Schedule.

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

"Charges" means the fees and charges that you pay in relation to Service as set out in the Schedule.

"Claim" means any legal claims, actions or proceedings against one of us, whether threatened or actual, whether by a third party or the other party to this Agreement.

"Clause [#]" means a reference to a clause in the BT Business Terms, unless otherwise stated.

"Cleanfeed" means a filtering system that prevents access to certain Internet sites that contain images of child sexual abuse as notified to BT by the Internet Watch Foundation.

"Client Service Manager" means your in-life point of contact in BT for Service reviews after a Service Start Date.

"Combined Services" means both the Support Service and the Supported Services.

"Compliance Obligations" mean those provisions, obligations and rights set out under the drop-down heading 'Compliance Obligations' at www.globalservices.bt.com/uk/en/footer_links/terms (or any other online address that BT may advise you).

"Confidential Information" means confidential information either of us (or each of our officers, employees, agents, subcontractors, suppliers, advisers or Affiliates) gives the other after the date of the Agreement, no matter how it is recorded, stored or disclosed and includes:

- (a) the Agreement;
- (b) information about technical or commercial know-how, specifications, inventions, processes or initiatives; or
- (c) any information a reasonable business person would see as confidential about:
- (d) the business, affairs, customers, clients, subcontractors, suppliers, plans or strategy of either of us or our Affiliates; and
- (e) the operations, processes, product information, know-how, designs, trade secrets or software of either of us or our Affiliates,

but it does not include:

- (a) information that is available to the public, or becomes available, unless it is because one of us breaches the Agreement; information that was already available to the receiving party on a non-confidential basis;
- (b) information we both agree in writing is not confidential information; or
- (c) information that was developed by or for the receiving party independently of the confidential information.

"Configuration Items" means any service component, infrastructure element or other item that needs to be managed in order to ensure the successful delivery of services.

"Configuration File" means the security requirement records for your Services.

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

"Content Filtering System" means web or URL filtering and does not include any email or file scanning.

"Coverage Period" means the period of time during which BT is available to respond to or resolve Incidents as set out in the relevant Schedule.



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"**Core Network**" means BT's network infrastructure between and including the POP, but does not include the Access Line between your 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. "**Cross-Connect**" means a physical cable linking BT's termination point to the Customer Equipment.

"**Cumulative Monthly Availability Downtime**" means the number of months in which a Severity 1 Incident has occurred.

"**Customer**" means the party BT contracts with to provide a Service to.

"**Customer Committed Date**" means the date provided by BT on which delivery of each Service (or each part of a Service, including to each Site) is due to start.

"**Customer Contact**" means any individuals authorised to act on your behalf for Service management matters.

"**Customer Equipment**" means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with a Service or a component of a Service.

"**Customer Network**" means your own network.

"**Customer Personal Data**" means only the proportion of Personal Data where you are the Controller and that BT needs to Process on your behalf as a Processor in providing a Service to you under the Agreement.

"**Customer Required by Date**" means a date on which you would like termination of a Service (or each component of a Service, including to each Site) to take place.

"**DAP**" means Delivered at Place as defined in Incoterms® 2010.

"**Data Protection Legislation**" means collectively (i) any applicable laws of the European Union, (ii) any applicable local laws relating to the Processing of Personal Data and the protection of an individual's privacy, (iii) the GDPR, and (iv) any binding guidance or code of practice issued by a Supervisory Authority.

"**De-Installation Charges**" means Service Closure Charges.

"**Denial of Service**" or "**DoS**" means an attempt to make a machine or network resource unavailable to its intended User, including a Distributed Denial of Service.

"**Device**" means any mobile handset, laptop, tablet or other item of handheld equipment, including all peripherals, excluding SIM Cards and applications, which are in scope of a Service, as set out in the applicable Order

"**Distributed Denial of Service**" or "**DDoS**" means a large scale attempt using multiple compromised systems to target a single system to make a machine or network resource unavailable to its intended User.

"**Domain Name**" means a name registered with an Internet Registration Authority for use as part of the Customer's URL.

"**Domain Name System**" or "**DNS**" means a directory system which translates numeric IP addresses into Domain Names to identify users on the Internet.

"**Effective Date**" means, except where BT gives you Notice otherwise, the date you sign BT's Order for a Services.

"**Emergency Change**" means changes that must be implemented as soon as possible; for example, to resolve an Incident or implement a security patch.

"**Employment Costs**" means all employment costs including all salaries, wages, commissions, incentive payments, bonuses, all statutory contributions, holiday pay (including payment for accrued but untaken holiday), national insurance contributions, pension and employer insurance contributions made to or on behalf of an employee, taxation (including all income tax deductible under PAYE), expenses and all other emoluments, benefits and outgoings.

"**Employee Liability Information**" mean such information as set out in regulation 11(2) of TUPE.

"**Enabling Service**" means further services that will connect to a Service to make it function as defined in the applicable Schedule.

"**End of Life**" means any hardware or software or other service that is no longer supported by the manufacturer, vendor or supplier and is incapable of cost-effective upgrade or update to a supported version.

"**Equipment**" means any equipment (including Software embedded in or run on such equipment) connected to your Service. This may include equipment or devices provided, maintained or managed by BT and/or your owned and managed equipment where a Wires Only Service is selected.

"**Ethernet**" means a family of computer networking technologies for LANs.

"**Enhanced Care Level**" is a Care Level as set out in Table 1: Care Levels of Section C in the Support Services Schedule

"**Ethernet Fibre**" means an access technology using a fibre based Ethernet service capable of delivering download speeds of 10 Mbps to 1 Gbps.

"**Estimated Delivery Date**" means an estimated date where a Customer Committed Date is unavailable.

"**Ethernet in the First Mile**" or "**EFM**" means an access technology using Etherway Copper to provide Ethernet access over Openreach Local Loop Unbundling bonded copper pairs.

"**Excess Construction Charges**" or "**ECC**" means any Charges in addition to the 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 where BT would otherwise not choose to extend or provide the BT Network on the basis of normal commercial criteria .



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"External Move" means any move requiring a Service or part of a Service to be relocated to a different building from its current termination point, or, where deemed appropriate, at the point of survey or at the sole discretion of BT.

"EU" means European Union.

"EULA" or **"End User Licence Agreement"** means an agreement that you enter into with a Supplier, as may be set out in a particular form in a Schedule, and amended or supplemented from time to time by the Supplier.

"Firewall" means a hardware device together with any associated Software, designed to prevent unauthorised access to your LAN.

"Force Majeure Event" means any event that neither of us can control and that stops or delays either of us from doing something, including:

- (a) natural event including a flood, a storm, lightning, a drought, an earthquake or seismic activity;
- (b) an epidemic or a pandemic;
- (c) a terrorist attack, civil war, civil commotion or riots, war, the threat of war, preparation for war, an armed conflict, an imposition of sanctions, an embargo or a breaking-off of diplomatic relations;
- (d) any law made or any action taken by a government or public authority, including not granting or revoking a licence or a consent;
- (e) collapsing buildings, a fire, explosion or accident; or
- (f) any labour or trade dispute, a strike, industrial action or lockouts.

"FTP" means the standard network protocol used to transfer files from one host to another host over a TCP-based network, such as the Internet.

"GDPR" means the General Data Protection Regulation (EU) 2016/679 and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR).

"Guest Wi-Fi" means a wireless data connection that enables Guest Wi-Fi Users to access the Internet at your Site without using your private network.

"HTTP" means a communications protocol for communication over a computer network.

"Host Site" means a Site where your master application and data servers are located.

"Incident" means an unplanned interruption to, or a reduction in the quality of, a Service or particular element of a Service.

"Incoterms® 2020" means the International Commercial Terms, which are a series of pre-defined commercial terms published by the International Chamber of Commerce and are a trademark of the International Chamber of Commerce.

"Insolvency Event" means any of the following events that occurs where one of us:

- (a) becomes the subject of a bankruptcy order;
- (b) becomes insolvent;
- (c) makes any arrangement or composition with its creditors, or assignment for the benefit of its creditors;
- (d) goes into voluntary or compulsory liquidation, except for reconstruction or amalgamation purposes;
- (e) stops trading or operating;
- (f) owns any assets that are material to the operations of all or substantially all of its business that are seized or have a receiver or administrator appointed over them; or
- (g) faces any of these situations because a notice is given, a petition is issued, a resolution is passed, or any other step is taken in their jurisdiction.

"Installation Charges" means Service Introduction Charges.

"Intellectual Property Rights" means any trademark, service mark, trade and business name, patent, petty patent, copyright, database right, design right, community design right, semiconductor topography right, registered design, right in Confidential Information, internet domain name, moral right and know-how, or any similar right in any part of the world. Any applications for registering any of these rights that can be registered in any part of the world are also included.

"Integrated Services Digital Network" or **"ISDN"** means a set of communication standards for simultaneous digital transmission of voice, video, data, and other network services over the traditional circuits of the PSTN.

"Internet" means a global system of interconnected networks that use a standard TCP/IP Internet Protocol suite to link devices worldwide.

"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, and for relaying datagrams across network boundaries.

"Internet Watch Foundation" means an organisation that combats online child sexual abuse content in partnership with police, government and the online industry.

"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.

"IPv4" means the fourth version of the Internet Protocol.

"IPv6" means the sixth version of the Internet Protocol.

"Jitter Service Level" means the target jitter time corresponding to the applicable COS for a Service, Site or Circuit as set out in the relevant schedule.

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BT Business Terms: Defined Terms

"**Licence**" has the meaning given to it in the applicable Schedule.

"**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).

"**Local Contracted Business Hours**" means the times during which maintenance of any Access Line is provided, which are Business Hours unless set out otherwise in any applicable Order.

"**Line**" means a telecommunications circuit of the type and configuration specified by BT and provided or managed by BT under this Agreement, forming part of the Customer Network and connecting a Site to the BT Network.

"**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).

"**Local Contracted Business Hours**" means the times during which a Service is provided, which are Business Hours unless set out otherwise in any applicable Order.

"**Maintenance**" means any work on the BT Network or Service, including to maintain, repair or improve the performance of the BT Network or Service.

"**Maintained Service**" means a form of Support Service providing support for a Supported Service as further described on the applicable Ord.

"**Managed Equipment**" means BT Equipment provided at a Customer's Site by BT for use with a Managed Service.

"**Managed Service**" means a form of Support Service providing support for a Supported Service as further described on the applicable Order..

"**Managed Service Package**" means a level of Managed Service support as selected by you on the Order.

"**Maximum Annual Availability Downtime**" has the meaning given in the relevant SLA Category set out in a Schedule.

"**Maximum Monthly Availability Downtime**" has the meaning given in the relevant SLA Category set out in a Schedule.

"**Merchant**" means for the purposes of the PCI DSS, any entity that accepts payment cards bearing the logos of any of the five members of PCI SSC (American Express, Discover, JCB, MasterCard or Visa) as payment for goods or services.

"**Minimum Period of Service**" or "**MPOS**" means the minimum number of consecutive months that a Service is provided for, as set out in the applicable Order, beginning on a Service Start Date.

"**Monthly Regular Support Service Charge**" means the monthly Regular Managed Service Charge for the three full previous months divided by three.

"**MS Equipment**" means BT Equipment, Purchased Equipment and your own Customer Equipment that you use with your Supported Services and that BT has confirmed is able to manage as part of your Managed Service as set out in the Support Schedule.

"**Network Performance Service Levels**" means network performance targets for round trip delay, packet delivery and jitter that apply to the Core Network, as further set out in the applicable Schedule.

"**Network Terminating Equipment**" or "**NTE**" means the socket where your wiring, equipment or existing qualifying data service is connected to the Access Line.

"**Notice**" means any notice to be given by one of us to the other under the Agreement in accordance with Clause 31 of the BT Business Terms.

"**Notice of Renewal**" means a request to extend a Service for by Notice in writing to BT before the end of the Minimum Period of Service or Renewal Period, in accordance with the timescales set out in the Schedule. If no timescales are stated, then at least 90 days.

"**Notice to Amend**" means a Notice from BT in which BT may propose changes to a Schedule or the Charges (or both) as set out in the relevant Schedule.

"**Offboarding Charges**" means Service Closure Charges.

"**Onboarding Charges**" means Service Introduction Charges

"**On Time Delivery Service Credits**" means a Service Credit available for a failure to meet the On Time Delivery Service Level.

"**On Time Delivery Service Level**" means delivery of a Service on or before the Customer Committed Date, or as otherwise set out in the Schedule.

"**Packet Delivery Service Level**" means the target packet delivery percentage corresponding to the applicable COS as set out in the relevant Service Schedule.

"**Openreach**" means a BT Group Company that manages BT's local access network that connects customers to their local telephone exchange.

"**Open Source Software**" means software BT has distributed to you that is licensed under a separate open source licence.

"**Order**" means an order or part of an Order you give to BT under the Agreement that is accepted by BT for one or more Services. An Order may be a Master Order, a Supplemental Order or an Amendment Order.

"**Paragraph [#]**" means a reference to a paragraph number in the applicable Schedule, unless otherwise stated.



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"**PCI DSS**" means the Payment Card Industry Data Security Standards, a set of policies and procedures, issued by the PCI Security Standards Council LLC (as may be adopted by local regulators) and intended to optimise the security of credit and debit card transactions and protect cardholders against misuse of their personal information.

"**PCI SSC**" means Payment Card Industry Security Standards Council.

"**Planned Maintenance**" means any Maintenance BT has planned to do in advance.

"**Point of Presence**" or "**PoP**" means the equipment within the BT Network connected by a dedicated Circuit from the Site.

"**Port**" means the point where the Access Line is connected to the BT Network.

"Professional Services" means a form of Support Service.

"**Provider Independent Resources**" or "**PIR**" means resources assigned to Users that include autonomous system numbers, provider independent IPv4 addresses, any cast assignments, provider independent IXP IPv6 addresses and all future provider independent resources.

"**Primary Access Line**" means the principal active, traffic carrying Access Line.

"**PSTN**" means Public Switched Telephone Network, which is the concentration of the world's public circuit switched telephone networks.

"**Purchased Equipment**" means any equipment, including any Software, that BT sells or licenses to you.

"**Public Holiday**" or "**Bank Holiday**" means a day treated as a holiday that is observed over the whole of the UK.

"**Qualifying Incident**" means an Incident, except where any of the following events have occurred:

- (a) a Service has been modified or altered in any way by you, or by BT in accordance with your instructions;
- (b) Planned Maintenance;
- (c) you have performed any network configurations that BT did not approve;
- (d) an Incident has been reported and BT cannot confirm that an Incident exists after performing tests;
- (e) you requested BT to test a Service at a time when no Incident has been detected or reported; and
- (f) where you have purchased a resilient Service, the incident has occurred in only one part of the resilient Service and the overall availability of the Service is not impacted.

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

"**Regional Internet Registry**" means an organization that manages the allocation and registration of Internet number resources within a particular region of the world. Internet number resources include IP Addresses and autonomous system (AS) numbers.

"**Renewal Period**" means for each [Insert Name] Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

"**Resiliency Restoration Service Credit**" means a Service Credit available for a failure to meet the Resiliency Restoration Service Level.

"**Resiliency Restoration Service Level**" means the has the meaning given in the applicable Service Schedule.

"**Resilient Component**" means, with respect to a Resilient Service, any of the Access Lines, BT Equipment or Purchased Equipment.

"**Resilient Service**" means a [Insert Name] Service or part of a [Insert Name] Service, as set out in any applicable Order, where BT provides:

- (a) two or more Access Lines, to provide more resiliency;
- (b) BT Equipment or Purchased Equipment; and
- (c) maintenance service 24x7x365 in respect of (a) and (b) above; or
- (d) in the case of an [IT Service], one that is designed to have high availability and without single points of failure, such that where one component fails the [Insert Name] Service is still available.

"**Reverse Charge Mechanism**" means the method by which customers within the European Union may self-assess for domestic VAT on cross-border purchases in accordance with Articles 194 – 199 of Council Directive 2006/112/EC.

"**Round Trip Delay Service Level**" means the target round trip delay corresponding to the applicable COS as set out in the relevant Service Schedule.

"**Router**" means a device that forwards data packets between computer networks, creating an overlay internetwork.

"**Schedule**" means the schedule that describes each Service that BT will provide under the Agreement and sets out the specific terms that apply to a Service. A Schedule may include any Annexes for a Service (but always remaining subject to the order of priority set out in Clause 2 **Error! Reference source not found.** of the BT Business Terms).

"**Secondary Access Line**" means an additional access Circuit that is used for resilience in either failover, load balancing or back-up services if these Service options are selected by you.

"**Services**" means all the services that BT provides under the Agreement (and references to a "Service" singular shall mean each individual service that BT provides under the Agreement). If relevant, it includes the services for a particular Site, or a part or component of the Services and may also include content that BT has provided to you as well as Purchased Equipment.



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- "Service Closure Charges"** means the Charges payable by you for de-installation of or offboarding a Service.
- "Service Desk"** means the English speaking helpdesk that you will be able to contact to submit Service requests, report Incidents and ask questions about a Service
- "Service Credit"** means any remedy for failure by BT to meet a Service Level as set out in the Schedule.
- "Service Credit Interval"** means the interval of time for the relevant SLA Category as set out in the applicable Service Schedule.
- "Service Introduction Charges"** means those Charges set out in any applicable Order in relation to installation or onboarding of a Service or any Customer Equipment or BT Equipment or Purchased Equipment as applicable.
- "Service Level"** means the agreed minimum level of performance BT will provide for a Service.
- "Service Management Boundary"** means the demarcation points up to which BT provides a Service as described for each Service in its applicable Schedule.
- "Service Options"** means the options listed in the paragraph headed "Service Options" in a Schedule.
- "Severity Level 1 Incident"** means a Qualifying Incident that cannot be circumvented and that constitutes a complete loss of service at the Site(s) or Circuit and in respect of a Resilient Service, excluding any loss of service of a Resilient Component where you still have access to the [Insert Name] Service through the other back-up Resilient Component.] [This definition is part of the SLA4 standard wording. Amend this definition in consultation with BT Legal to reflect the [Insert Name] Service to be delivered.
- "Simple Network Management Protocol"** or **"SNMP"** means an Internet-standard protocol for managing devices on IP networks.
- "Service Report(s)"** means a report showing the number of Incidents reported and resolved in relation to your Supported Services during the relevant reporting period.
- "Service Start Date"** means the date BT first makes each Service or a part of each Service available to you.
- "Service Transfer Date"** means the date on which a Service transfers from BT to you or any Successor Supplier.
- "Site"** means any place identified in a Schedule or Order from to which BT provides a Service.
- "SIP"** means Session Initiation Protocol which is a technical standard specified in RFC 3261 and clarified in BT's PBX SIP Trunking – CPE Interface Specification, available on request, used to initiate and terminate voice calls.
- "SLA Category"** means the category, as set out in any Schedule or Order for a Service, which, specifies the following in relation to a Service, Site or Circuit:
- (a) Availability Annual Target;
 - (b) Maximum Annual Availability Downtime;
 - (c) Maximum Monthly Availability Downtime; and
 - (d) Service Credit Interval.
- "Software"** means any software in object code format only and related documentation (whether on tangible or intangible media) that BT provides to you as part of a Service. It includes any embedded software but it excludes Open Source Software.
- "Standard Change"** means low-risk, pre-authorised changes that are well understood and fully documented, and can be implemented without needing additional authorisation.
- "Standard Service Components"** means the components listed in the Schedule for the applicable Service.
- "Sub-Processor"** means a BT Affiliate or BT's supplier or subcontractor that BT engages to Process Customer Personal Data for the purposes of the Agreement.
- "Successor Supplier"** means any person or entity that provides all or part of a Service or services similar or equivalent to all or part of the Services instead of BT (or its subcontractors).
- "Standard Service Components"** has the meaning given in the relevant Service Schedule .+++STOPPED HERE++++
- "Successor Supplier"** means any person or entity that provides all or part of the Azure Cloud Managed Service or services similar or equivalent to all or part the Microsoft Azure Cloud Managed Services as a substitute for BT (or its Subcontractors).
- "Supplier"** has the meaning given to it in the applicable Schedule.
- "Supplemental Order"** means an Order that is placed subsequent to a Master Order;
- "Support Service"** means either a Managed Service, Maintained Service or Professional Service, as selected by you on the Order, that BT provides in accordance with the Support Services Schedule.
- "Support Service Component(s)"** means the components listed in the Support Services Schedule for a Support Service Package.
- "Support Service Package"** means a predefined package of Support Service Components as set out in the Order that is available for your selection.
- "Support Service Package Option"** means a Support Service Component available for a Support Service Package as an option.
- "Support Services Portal"** means the online portal where you can submit SSRs, log Incidents and manage your Services.



BT Business Terms: Defined Terms

"Supported Equipment" means Equipment that is maintained as part of a Maintained Service which is a Support Service

"Supported Service(s)" means the underlying products and services that BT provides, in accordance with this Agreement, that are supported by the Support Service that you select on the Order.

"Support Services Schedule" means the BT schedule that governs the provision of your Support Services.

"Supported Services Schedule" means the BT schedule(s) that govern the provision of your Supported Service.

"Termination Charges" means any compensatory charges payable by you to BT on termination of the Agreement in whole or in part, in accordance with Clause 21.4 of the BT Business Terms and as set out in any Schedule.

"Third Party" means a party who is neither the Customer nor BT.

"Ticket" means the unique reference number provided by BT for an Incident and that may also be known as a "fault reference number".

"Transaction Taxes" mean value added tax (VAT), goods and services tax (GST), sales, consumption, use or other similar taxes, customs duties, excise taxes, and regulatory and other fees or surcharges relating to the provision of a Service.

"TUPE" means Transfer of Undertakings (Protection of Employment) Regulations 2006 (as may be amended or replaced from time to time) and the legislation, regulation, enactment, agreement or other instrument implementing the provisions of EC Directives No. 77/187 dated 14 February 1977, 2001/23 dated 12 March 2001 or any other equivalent local legislation.

"TUPE Liability" and **"TUPE Liabilities"** means all awards, compensation, costs, expenses, losses, liabilities, damages, claims, proceedings, awards, fines, orders, demands, actions, payments by way of settlement, penalties, tribunal awards and other liabilities (including legal and other professional fees and expenses on an indemnity basis and any liability to taxation) whenever or howsoever they arise or are brought.

"UCC" means unified communications supporting voice and data over a single, converged IP network.

"Uniform Resource Locator" or **"URL"** means a character string that points to a resource on an intranet or the Internet.

"Usage Charge" means the Charges for a Services or applicable part of a Services that are calculated by multiplying the volume of units that you used or incurred in a period with the relevant fee as set out in any applicable Order.

"User" means any person you allow to use a Service.

"UK Core Network Connection" means the connection between a BT selected PoP in the BT Network and BT's designated routers within the BT Network in the UK.

"WEEE" means waste electrical and electronic equipment

"WEEE Directive" means Article 13 of the Waste Electrical and Electronic Equipment Directive 2012

"WAN" means wide area network.

"Wi-Fi" means wireless local area network products that are based on the Institute of Electrical and Electronics Engineers' (IEEE) 802.11 standards.

"Wireless Access" means wireless (Wi-Fi) connectivity to equipment where available.

"Wires Only Service" means where a Service is provided without Managed Equipment, and terminates on the Router that you provide for use with the applicable Service.

"Withholding Tax" means any tax, deduction, levy or similar payment obligation that is required to be deducted or withheld from a payment under Applicable Law.

"VPN" means virtual private network.