



BT Managed Meraki SD-WAN

Annex to the Managed Service Schedule

Contents

A note on 'you'	2
Words defined in the Managed Service Schedule and General Terms	2
Part A – The Managed Meraki SD-WAN Service	2
2 Service Summary	2
3 Standard Service Components	2
4 Service Options	3
5 Service Management Boundary	5
6 Associated Services and Third Parties	5
7 Equipment	6
8 Specific Terms	8
Part B – Service Delivery and Management	10
9 Your Obligations	10
10 Notification of Incidents	11
Part C – Service Levels	12
11 Service Levels	12
Part D – Defined Terms	13
12 Defined Terms	13



A note on 'you'

'You' and 'your' mean the Customer.

Words defined in the Managed Service Schedule and General Terms

Words that are capitalised but have not been defined in this Annex have the meanings given to them in the Managed Service Schedule and the General Terms.

Part A – The Managed Meraki SD-WAN Service

2 Service Summary

- 2.1 BT will provide you with a remotely managed, cloud-hosted overlay network solution that will allow you to manage your virtual network comprised of:
 - 2.1.1 the Standard Service Components; and
 - 2.1.2 any of the Service Options as set out in any applicable Order,up to the point of the Service Management Boundary as set out in Paragraph 5 ("**MM SD-WAN Service**").
- 2.2 The MM SD-WAN Service must be purchased under Managed Service and is subject to the Managed Service Schedule to the General Terms.
- 2.3 For the purposes of the Managed Service Schedule the MM SD-WAN Service is an Associated Service.

3 Standard Service Components

BT will provide you with all the following standard service components ("**Standard Service Components**") in accordance with the details as set out in any applicable Order:

3.1 SD-WAN CPE Devices

- 3.1.1 BT will provide you with SD-WAN CPE Devices, including requisite Software licences for the SD-WAN CPE Device as detailed in the Order, which BT will install at your Sites and that will connect into your network in order that BT can provide you with the MM SD-WAN Service.
- 3.1.2 You may select either:
 - (a) BT-Provided SD-WAN Device, or
 - (b) Customer-Provided SD-WAN CPE Device for use with the Managed Meraki service.
- 3.1.3 You will purchase either the Enterprise Licence or the Advanced Security Licence for every SD-WAN CPE Device as set out in Paragraph 4.1.
- 3.1.4 SD-WAN CPE Devices can be Purchased Equipment if selected in the Order.

3.2 LAN CPE Devices

- 3.2.1 BT will provide you with LAN CPE Devices including LAN CPE Switches and LAN CPE Wi-Fi Access Points and the requisite Software licences for the LAN CPE Device as detailed in the Order, which BT will install at your Sites and that will connect into your network in order that BT can provide you with the MM SD-WAN Service.
- 3.2.2 LAN CPE Devices can be Purchased Equipment if selected in the Order.

3.3 Cloud Hosted Control Infrastructure

- 3.3.1 BT will provide a cloud hosted management infrastructure that will allow BT to:
 - (a) orchestrate the delivery of your MM SD-WAN Service;
 - (b) monitor in real time your network and the performance of the SD-WAN CPE Devices and LAN CPE Devices;
 - (c) identify issues, inefficiencies or delays with your network;
 - (d) troubleshoot issues with your network; and
 - (e) view data flows across your network and Sites,("Cloud Hosted Control Infrastructure").

3.4 Cloud Hosted Report Infrastructure

- 3.4.1 BT will provide you with access to the Managed Service Portal that will allow you to:
 - (a) view, in real time, the performance of your applications that run over your network;
 - (b) identify issues, inefficiencies or delays with your network;
 - (c) troubleshoot issues with your network;
 - (d) view data flows across your network and Sites; and



- (e) compile analysis reports and summaries of the performance of your network, (**"Cloud Hosted Report Infrastructure"**).

3.4.2 BT will provide you with a maximum of five User Accounts to access the Cloud Hosted Report Infrastructure.

3.4.3 BT will not provide training on the Managed Service Portal as part of the MM SD-WAN Service.

3.5 Transport Independent VPN

3.5.1 BT will provide you with a VPN and encryption service that will allow you to:

- (a) build corporate VPNs across your Sites; and
- (b) transfer information securely across your network and the Internet using encryption technology, (**"Transport Independent VPN"**).

3.6 Application Aware Routing

3.6.1 BT will provide you with a facility that manages your traffic and Applications to improve the efficiency of your network (**"Application Aware Routing"**).

3.6.2 You will be able to categorise certain Applications as business critical through your own pre-defined categories, as agreed between us, and BT will implement these for you through the Cloud Hosted Control Infrastructure.

3.6.3 Any changes to the categorises will be dealt with as a Simple Service Request.

3.6.4 Application Aware Routing will work optimally if there are two Enabling Services connected to your Sites.

4 Service Options

BT will provide you with the following options as set out in any applicable Order (**"Service Options"**) and in accordance with the details as set out in that Order:

4.1 Advanced Security and Enterprise Licences

4.1.1 You must purchase either an Advanced Security Licence or an Enterprise Licence for each SD-WAN CPE Device or Virtual Device set out in the applicable Order. Where there are multiple SD-WAN CPE Devices on a Site or network, they will all have the same Licence type.

4.1.2 The Licences align with the technical features supported by the Supplier SD-WAN licence known as either **"Advanced Security"** or **"Enterprise"** (or any subsequent renaming) and as detailed in the Order.

4.1.3 Where you select an Enterprise Licence it is BT's recommendation that you have a dedicated security solution at your Host Site to achieve an adequate level of security protection for the MM SD-WAN Service. This is a recommendation only and BT takes no responsibility for any security solution you may choose.

4.2 Mobile Data Access

4.2.1 BT will provide you with Mobile Data Access, using one of the Service Options below, if set out in the Order:

- (a) Backup Mobile Data Access;
- (b) Backup Plus Mobile Data Access;
- (c) Active-Active Mobile Data Access; or
- (d) Prime Mobile Data Access.

4.2.2 The Mobile Data Access you select can be either BT Managed Mobile Data Access or Customer Managed Mobile Data Access.

4.2.3 Mobile Data Access can be purchased in one of the following variants:

- (a) BT Managed Mobile Data Access – External;
- (b) BT Managed Mobile Data Access – Internal Hub;
- (c) BT Managed Mobile Data Access – SIM Only (4G only – limited models);
- (d) Your own SIM for use with Devices with embedded SIM (4G Only - Limited models).

4.2.4 Active-Active Mobile Data Access is only available over 5G where 5G is available to you.

4.2.5 Where you select BT Managed Mobile Data Access, BT will:

- (a) install, maintain and support the Mobile Data Equipment / SIM Card;
- (b) hold and deploy additional Mobile Data Equipment when required; and
- (c) remotely and proactively monitor the Mobile Data Equipment and report on any performance issues.



- 4.2.6 Where you select BT Managed Mobile Data Access – Internal Hub or BT Managed Mobile Data Access – SIM Only, in the unlikely event of the failure of the SIM Card, a replacement SIM Card will be ordered, which can take in excess of 3 Business Days.
- 4.2.7 Where you select Customer Managed Mobile Data Access you are responsible for:
- (a) provision of the Customer SIM Card;
 - (b) any charges or fees associated with or incurred by your use of the Customer SIM Card; and
 - (c) arranging for the SIM Card to be activated prior to the day of installation.
- 4.2.8 BT, or one of its suppliers, will retain title in the Mobile Data Equipment which will be classified as BT Equipment under this Contract, except as set out in Paragraph 4.2.11.
- 4.2.9 BT grants you a licence to use the Mobile Data Equipment and SIM Card solely for accessing the Mobile Network in accordance with this Contract during the Minimum Period of Service and any Renewal Periods.
- 4.2.10 Upon termination or expiry of this Contract for any reason, or where the Mobile Data Equipment is no longer required or is faulty BT will, at its option, collect the Mobile Data Equipment or ask you to return it to BT at your expense, except as set out in Paragraph 4.2.11.
- 4.2.11 Upon termination or expiry of this Contract, the title in Physical SD-WAN CPE Devices, including the Internal Hub, transfers to you and you are responsible for their disposal as set out in Paragraph 7.6.
- 4.2.12 Mobile Data Access provides access across a public Mobile Network which can be subject to degradation, congestion and interference (including lack of access to 5G) which are beyond BT's control.
- 4.2.13 Where you have selected Customer Managed Mobile Data Access BT will not be responsible for any problems with the signal strength or quality or with any access to the MM SD-WAN Service using Mobile Data Access.
- 4.2.14 In addition to any rights BT may have under Clause 18 of the General Terms, if you use the Mobile Data Access in breach of Paragraphs 9.2.8 or 9.2.9 of this Annex or Clauses 6.6 and 12.3 of the General Terms, BT may, without notice:
- (a) terminate the Mobile Data Access; or
 - (b) temporarily or permanently block the BT SIM Card used with the Mobile Data Access.
- 4.2.15 Issues identified with Mobile Network connectivity, between the Site and the local cell tower, may take in excess of 5 Business Days to resolve.

4.3 Virtual MX

- 4.3.1 BT will provide you with a virtual instance of Meraki security and SD-WAN appliance to enable access to applications running on Amazon Web Services or Microsoft Azure.
- 4.3.2 BT will configure the portal and provide you with the token for you to activate the Meraki application on your instance of Amazon Web Services or Microsoft Azure.
- 4.3.3 Regarding Virtual MX BT will not have access to your instance of Amazon Web Services or Microsoft Azure. You will be solely responsible for identifying any in life issues with your Amazon Web Services or Microsoft Azure services.

4.4 Customer-Provided SD-WAN CPE Device

- 4.4.1 Where BT agrees to provide this Service Option, subject to the remainder of this Paragraph 4.4, BT will provide and manage SD-WAN Service on the Customer-Provided SD-WAN CPE Device.
- 4.4.2 BT will be entitled to test the Customer-Provided SD-WAN CPE Device at any time on reasonable notice, and you will grant BT any required site access. BT's management of the Customer-Provided SD-WAN CPE Device is subject to:
- (a) BT and you sharing and agreeing a Customer-Provided SD-WAN CPE inventory, which will be incorporated in the Order;
 - (b) the Customer-Provided SD-WAN CPE Device being in good operating condition, having all valid licences required by BT, and at the appropriate release of hardware or Software being compatible with any other services provided by BT;
 - (c) BT confirming that the Customer-Provided SD-WAN CPE Device is covered by an appropriate software and maintenance licence (purchased by you from either BT or a third party)
 - (d) the Customer-Provided SD-WAN CPE Devices being fit for purpose for the Meraki Service confirmed by BT,
 - (e) all of BT's reasonable Charges or maintenance fees (in line with the Maintenance Care Level you select in the Order); being fully paid; and,
 - (f) acceptance tests that BT may perform may lead to additional charges incurred (as set out in the applicable order).



- 4.4.3 The Customer-Provided SD-WAN CPE Device at each Site are required to have the same level of maintenance support contract as selected for all relevant SD-WAN CPE Devices at such sites that are included in the BT Managed Service Contract.
- 4.4.4 If the Customer-Provided SD-WAN CPE Devices does not meet BT's requirements (including, but not limited to, in the event that a Customer-Provided SD-WAN CPE Device is end of life), in relation to the management of such Customer-Provided SD-WAN CPE Device, BT will notify you and you will purchase a new SD-WAN CPE Device in accordance with BT's recommendations.
- 4.4.5 BT will not be obliged to provide this Service Option and will not be responsible for any delay to the extent that you do not comply with any of the requirements under paragraph 4.4. BT may terminate this Service Option at any time on notice with no liability to you if you cease to meet BT's requirements with respect to licence(s) or hardware or Software to the Customer-Provided SD-WAN CPE Device.

4.5 Protective Monitoring Service

- 4.5.1 Where you have selected the Protective Monitoring Service option, BT will provide you with a Protective Monitoring Service ("PMS") that provides 24/7 monitoring of high and critical Security Events.
- 4.5.2 To select PMS, you will need to select an Advanced Security Licence in order to enable logging functionality.
- 4.5.3 BT will notify you of any required remedial action and engage BT Service Management to action pre-defined (agreed with you) where applicable. You and/or BT Service Management may be responsible for carrying out remedial action.

5 Service Management Boundary

- 5.1 BT will provide and manage the MM SD-WAN Service in accordance with Parts A, B and C of this Annex and as set out in any applicable Order:
 - 5.1.1 in respect of the Cloud Hosted Control Infrastructure and Cloud Hosted Report Infrastructure, within the Cloud Hosted Control Infrastructure and Cloud Hosted Report Infrastructure hosted by the Supplier on a Cloud-Provider's infrastructure on behalf of BT;
 - 5.1.2 in respect of every SD-WAN CPE Device (both Customer-Provided SD-WAN CPE Device and not Customer-Provided SD-WAN CPE Device), between the WAN and LAN ports and excluding any Customer SIM Card;
 - 5.1.3 in respect of the LAN CPE Switches between the WAN and LAN ports of each LAN CPE Device; and
 - 5.1.4 in respect of the LAN CPE Wi-Fi Access Point, between the LAN port and the Wi-Fi antennae,("Service Management Boundary").
- 5.2 BT will have no responsibility for the MM SD-WAN Service outside the Service Management Boundary, including access using the Customer Managed Mobile Data Access.
- 5.3 BT does not make any representations, whether express or implied, about whether the MM SD-WAN Service will operate in combination with any Customer Equipment, including the Customer SIM Card, or other equipment and software that is not provided by BT.
- 5.4 Service Options may not be available in all countries.

6 Associated Services and Third Parties

- 6.1 You will have the following services in place that will connect to the MM SD-WAN Service and are necessary for the MM SD-WAN Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
 - 6.1.1 You will have internet routing connectivity from the SD-WAN CPE Devices and LAN CPE Devices to the Cloud Hosted Control Infrastructure which is necessary for the MM SD-WAN Service to function, including any necessary configuration through your firewalls; and
 - 6.1.2 one or more of the following connectivity services:
 - (a) a BT Internet service;
 - (b) a BT MPLS service; and
 - (c) your own or third party provided WAN that BT has confirmed to you in writing is compatible with the MM SD-WAN Service,(each an "Enabling Service").
- 6.2 If BT provides you with any services other than the MM SD-WAN Service (including, but not limited to any Enabling Service) this Annex will not apply to those services and those services will be governed by their own separate terms.



- 6.3 BT will not be liable for failure to or delay in supplying the MM SD-WAN Service if another supplier delays or refuses the supply of an electronic communications service to us and no alternative service is available at reasonable cost.

7 Equipment

7.1 Use of BT Equipment and Purchased Equipment

In relation to BT Equipment and until title in any Purchased Equipment passes to you in accordance with Paragraph 7.3.2 you will:

- 7.1.1 keep the BT Equipment and Purchased Equipment safe and without risk to health;
- 7.1.2 only use the BT Equipment and Purchased Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;
- 7.1.3 not move the BT Equipment or Purchased Equipment or any part of it from the Site(s) without BT's written consent and you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;
- 7.1.4 not make any alterations or attachments to, or otherwise interfere with, the BT Equipment or Purchased Equipment, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 7.3.2, 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 or Purchased Equipment;
- 7.1.5 not sell, charge, assign, transfer or dispose of (except as set out in Paragraph 7.6) or part with possession of the BT Equipment or Purchased Equipment or any part of it;
- 7.1.6 not allow any lien, encumbrance or security interest over the BT Equipment or Purchased Equipment, nor pledge the credit of BT for the repair of the BT Equipment or Purchased Equipment or otherwise;
- 7.1.7 not claim to be owner of the BT Equipment or Purchased Equipment and ensure that the owner of the Site(s) will not claim ownership of the BT Equipment or Purchased Equipment, even where the BT Equipment or Purchased Equipment is fixed to the Site(s);
- 7.1.8 obtain appropriate insurance against any damage to or theft or loss of the BT Equipment or Purchased Equipment;
- 7.1.9 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or misuse of the BT Equipment or Purchased Equipment or where the BT Equipment or Purchased Equipment is damaged, stolen or lost, except where the loss or damage to BT Equipment or Purchased Equipment is a result of fair wear and tear or caused by BT;
- 7.1.10 ensure that the BT Equipment or Purchased Equipment appears in BT's name in your accounting books;
- 7.1.11 where there is a threatened seizure of the BT Equipment or Purchased Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the BT Equipment or Purchased Equipment;
- 7.1.12 notify any interested third parties that BT owns the BT Equipment and Purchased Equipment;
- 7.1.13 not mount any external equipment, such as antennas, wireless access points, and cameras, unless you have the required consent from landlords to mount and cable these devices back to the BT Equipment and,
- 7.1.14 be responsible for following UK data protection laws when smart cameras, audio recording are not permitted.

7.2 Ownership and Risk of BT Equipment

BT Equipment will always remain BT's property and risk in BT Equipment will pass to you upon delivery, whether the BT Equipment has been installed.

7.3 Purchased Equipment

7.3.1 Delivery and Installation of Purchased Equipment

- (a) You will provide BT with the name and contact details of at least one individual who is responsible for receiving the Purchased Equipment at the Site(s).
- (b) BT will dispatch any Purchased Equipment for delivery to the applicable Site as set out in any applicable Order.
- (c) If agreed between both of us in any applicable Order, BT will install any Purchased Equipment at the applicable Site(s), and test Purchased Equipment to ensure that it is ready for use.

7.3.2 Transfer of Title and Risk

- (a) Where the Purchased Equipment is delivered to a Site:



- (i) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you when you have paid for the Purchased Equipment in full;
- (ii) where BT delivers or installs the Purchased Equipment, risk will pass to you on delivery of the Purchased Equipment, but you will not be liable for any loss or damage that is caused by BT's negligence; and
- (iii) where BT does not deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment.

7.3.3 Acceptance of Purchased Equipment

- (a) BT will treat the Purchased Equipment as accepted:
 - (i) where BT does not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and
 - (ii) where BT installs the Purchased Equipment, the Service Start Date.

7.3.4 Warranty

- (a) Any warranty will be in accordance with the Maintenance Care Level you have selected on the Order; and
- (b) BT does not warrant that the Software supplied in accordance with the Contract is free from Incidents, but BT will remedy any defects that materially impair performance (where necessary, by arrangement between both of us) within a reasonable time.

7.4 Security

- 7.4.1 You are responsible for the proper use of any usernames, personal identification numbers and passwords used with the BT Equipment or the MM SD-WAN Service, and you will take all necessary steps to ensure that they are kept confidential, secure, and not made available to unauthorised persons.
- 7.4.2 BT does not guarantee the security of the BT Equipment against unauthorised or unlawful access or use.

7.5 Software Licence

On and from the Service Start Date, or, where BT installs any Purchased Equipment, from the date of installation, you will comply with the provisions of any Software licences provided with or as part of any BT Equipment or Purchased Equipment.

7.6 WEEE Directive

- 7.6.1 Subject to Paragraph 7.6.4, you are responsible under Article 13 of the Waste Electrical and Electronic Equipment Directive 2012/19/EU ("**WEEE Directive**") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract, including BT Equipment, which has become waste electrical and electronic equipment ("**WEEE**").
- 7.6.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 7.6 is an alternative arrangement to finance the collection, treatment, recovery, recycling, and environmentally sound disposal of WEEE.
- 7.6.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.
- 7.6.4 Mobile Data Equipment is excluded from the obligations set out in this Paragraph 7.6 and shall be returned to BT in accordance with Paragraph 4.2.10.

7.7 Customer-Provided SD-WAN CPE Device

- 7.7.1 Where you select to use Customer-Provided SD-WAN CPE Device with the Meraki service, you will:
 - (a) ensure that a suitable RMA contract is in place for all Devices. Every new Device needs to be incorporated into RMA contract within 90 days of new Device being added;
 - (b) grant BT access to the Customer-Provided SD-WAN CPE Device configurations. BT may clear or modify any existing configurations on the Customer-Provided SD-WAN Devices at BT's discretion;
 - (c) retain all title and risk in any Customer-Provided SD-WAN CPE Device;
 - (d) pay BT's Charges as agreed in the Order for any work that BT has to perform to repair, modify or adjust the Customer-Provided SD-WAN CPE Device (including software upgrades and required number of licences) which are necessary for BT to provide the Meraki service;
 - (e) inform BT of any changes to the Customer-Provided SD-WAN CPE Device that affect the inventory list. Such changes will be subject to review and acceptance by BT and may incur additional Charges as agreed in the Order;
 - (f) be responsible for all existing cabling and ensuring that additional software is not installed on any equipment being maintained by BT, unless previously agreed by BT in writing;
 - (g) be responsible for the accuracy of the Customer-Provided SD-WAN CPE Device inventory. You are responsible for any costs incurred by BT for the work done on any Customer-Provided SD-WAN CPE Device not included in the inventory and for correcting the inventory; and



- (h) if BT informs you that the existing licence on the Customer-Provided SD-WAN CPE Device is not acceptable for use with the Managed Meraki service, you will order suitable replacement licences from BT.

8 Specific Terms

8.1 EULA

- 8.1.1 By entering this Contract, you agree to the terms of the end user licence agreements with the Supplier set out at the web addresses below: -
- (a) <http://www.cisco.com/go/eula> ("Cisco EULA"); and
- (b) <http://www.cisco.com/web/products/seula/meraki-seula.pdf> ("Meraki EULA")
- as both may be amended or supplemented in accordance with their terms and collectively called "EULAs".
- 8.1.2 You and your Users will observe and comply with the EULAs for all use of the applicable Software.
- 8.1.3 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the EULAs, BT may restrict or suspend the MM SD-WAN Service upon reasonable Notice, and:
- (a) you will continue to pay the Charges for the MM SD-WAN Service until the end of the Minimum Period of Service or Renewal Period; and
- (b) BT may charge a re-installation fee to re-start the MM SD-WAN Service.
- 8.1.4 You will enter the EULAs for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties, and indemnities granted in accordance with the EULAs are between you and the Supplier and you will deal with the Supplier with respect to any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.
- 8.1.5 Where the EULAs are presented in a 'click to accept' function and you require BT to configure or install Software on your behalf, BT will do so as your agent and bind you to the EULAs.

8.2 Amendments to the General Terms

- 8.2.1 A new Clause 15.1.5 is included as follows:
- 'If a supplier removes or alters any Service, for such period as may be required by the supplier'
- 8.2.2 The wording in Clause 15.3 of the General Terms is deleted and replaced with the following:
- '15.3 If BT decides to restrict or suspend a Service for any of the above reasons, it will let you know beforehand as soon as it reasonably can, except where such restriction or suspension is as a result of Clause 15.1.5 in which case such notification may not be possible before it occurs.'
- 8.2.3 A new Clause 19.3 is included as follows:
- 'Neither of us will be liable for any delay or failure to perform any obligation in the Contract where the delay or failure is a result of a Force Majeure Event'.
- 8.2.4 The wording in Clause 26.1 of the General Terms is deleted and replaced with the following:
- '26.1 Subject to Clause 26.7, either of us may assign the benefit of the Contract to an Affiliate by giving the other Notice, but if either of us chooses to assign the benefit of the Contract to an entity that is not an Affiliate, they need to get the other's permission in writing beforehand.'
- 8.2.5 The wording in Clause 26.6 of the General Terms is deleted and replaced with the following:
- '26.6 Subject to Clause 26.7, either of us can assign or transfer our right to collect payments, receivables or other assets arising as a result of the Contract.'
- 8.2.6 A new Clause 26.7 is included as follows:
- '26.7 You may not assign or transfer any of your interests, rights, or obligations under the Contract, including by written agreement, merger, consolidation, divestiture, operation of law, or otherwise, except with BT's prior written consent.'
- 8.2.7 The definition of Software is deleted and replaced with:
- "Software" means any software in object code format only, and related documentation (whether on tangible or intangible media) that BT or a supplier provides to you as part of a Service. It includes any embedded software, but it excludes Open-Source Software.

8.3 Charges on termination of the MM SD-WAN Service

- 8.3.1 In addition to the Charges set out elsewhere in this Contract and as a replacement for the Termination Charges set out in the Managed Service Schedule, if you terminate the MM SD-WAN Service before the end of the Minimum Period of Service or Renewal Period, you will pay BT Termination Charges for any parts of the MM SD-WAN Service that were terminated during the Minimum Period of Service or Renewal Period, equal to:



- (a) 100 per cent of the Recurring Charges applicable to the MM SD-WAN Service, including the Charges for the Managed Service, for the first 12 months of the Minimum Period of Service or Renewal Period (if terminated within the first 12 months of a Minimum Period of Service or Renewal Period); and
- (b) in respect of the Managed Service, 35 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or Renewal Period after the first 12 months;
- (c) in respect of the MM SD-WAN Service, 100 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or Renewal Period after the first 12 months of such period; and
- (d) any other Termination Charges applicable for any Enabling Services provided by BT or for Services set out in Appendices, if any, to this Annex.



Part B – Service Delivery and Management

9 Your Obligations

9.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the MM SD-WAN Service, you will:

- 9.1.1 not act to misuse the MM SD-WAN Service to contravene or circumvent Applicable Law. BT will treat any such contravention as a material breach and as such BT may:
 - (a) suspend the MM SD-WAN Service and BT can refuse to restore the MM SD-WAN Service until BT receives an acceptable assurance from you that there will be no further contravention or circumvention; or
 - (b) terminate the MM SD-WAN Service upon written notice;
- 9.1.2 prepare and maintain the Site(s) for the installation of BT Equipment and Purchased Equipment and supply of the MM SD-WAN Service, including:
 - (a) providing a suitable and safe operational environment for any BT Equipment or Purchased 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 or Purchased Equipment to appropriate network facilities in time to allow BT to undertake any necessary installation or maintenance of the MM SD-WAN 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 MM SD-WAN Service, BT Equipment or Purchased Equipment at such points and with such connections as BT specifies, and, to mitigate any interruption to the MM SD-WAN 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;
 - (e) providing internal cabling between the BT Equipment or Purchased Equipment and any Customer Equipment, as appropriate; and
 - (f) where you have selected BT Managed Mobile Data Access – Internal Hub - providing mains power for the power adapter.

9.2 During Operation

On and from the Service Start Date, you will:

- 9.2.1 ensure that Users do not raise as Incidents any general or training queries concerning the data made visible on the Managed Service Portal as the Service Desk will not provide such support or training;
- 9.2.2 ensure that any Customer Equipment that is connected to the MM SD-WAN Service or that you use, directly or indirectly, in relation to the MM SD-WAN Service is:
 - (a) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means;
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the MM SD-WAN Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (d) 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;
- 9.2.3 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 9.2.4 ensure that the maximum number of Users will not exceed the permitted number of User identities;
- 9.2.5 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 you will ensure the prior User will no longer have any right to access or use the MM SD-WAN Service;
- 9.2.6 comply with Paragraph 10 before reporting Incidents;
- 9.2.7 inform BT of any planned works on any third party provided Enabling Service;



- 9.2.8 where you have BT Managed Mobile Data Access, only use Backup Mobile Data Access if your Enabling Service fails and Backup Plus Mobile Data Access in the period before BT connects the MM SD-WAN Service to the Enabling Service; and
- 9.2.9 not remove the BT SIM Card from the Mobile Data Equipment; and
- 9.2.10 be responsible for any charges incurred from use of the Customer SIM Card.

9.3 The End of the Service

On expiry or termination of the MM SD-WAN Service by either of us, you will:

- 9.3.1 provide BT with all reasonable assistance necessary to remove Mobile Data Equipment from the Site(s);
- 9.3.2 disconnect any Customer Equipment from Mobile Data Equipment located at the Site(s);
- 9.3.3 not dispose of or use the Mobile Data Equipment other than in accordance with BT's written instructions or authorisation;
- 9.3.4 if required in accordance with Paragraph 4.2.10, arrange for any Mobile Data Equipment located at the Site(s) to be returned to BT;
- 9.3.5 be liable for any reasonable costs of recovery that BT incurs in recovering the Mobile Data Equipment;
- 9.3.6 promptly return or delete any confidential information that you have received from BT during the term of the Contract; and
- 9.3.7 comply with your obligations set out in Paragraph 7.6 in relation to disposal of equipment, including BT Equipment.

10 Notification of Incidents

- 10.1 You will report Incidents in accordance with the process set out in the Managed Service Schedule.
- 10.2 Where you have provided your own or a third-party WAN Enabling Service as set out in Paragraph 6.1.2(c):
 - 10.2.1 you will ensure and confirm to BT that the service is working correctly before reporting Incidents to BT; and
 - 10.2.2 BT will not be liable for any delay in rectifying an Incident where BT has been unable to connect to the SD-WAN CPE Device or LAN CPE Device.
- 10.3 Where you have selected Customer Managed Mobile Data Access:
 - 10.3.1 you will ensure and confirm to BT that the Incident is not the result of the Mobile Data Access failing before reporting Incidents to BT; and
 - 10.3.2 BT will not be liable for any delay in rectifying an Incident where the Incident has been caused by the Mobile Data Access.



Part C – Service Levels

11 Service Levels

- 11.1 Service Levels and Service Credits do not apply to the MM SD-WAN Service. Any service levels that apply to the Enabling Services will be set out in the terms associated with such Enabling Service.



Part D – Defined Terms

12 Defined Terms

In addition to the defined terms in the General Terms and in the Managed Service Schedule to the General Terms, capitalised terms in this Annex will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms or the Managed Service Schedule to the General Terms, these defined terms will take precedence for the purposes of this Annex). BT has repeated some definitions in this Annex that are already defined in the General Terms and in the Managed Service Schedule to the General Terms. This is to make it easier for you to find the definitions when reading this Annex.

"Active-Active Mobile Data Access" is a Service Option that allows an additional connection via the 5G Mobile Network using either one of the Mobile Data Equipment or Customer SIM Card, as applicable, to allow use of the MM SD-WAN Service including for backup purposes or prior to installation and connection with an Enabling Service.

"Advanced Malware Protection" or **"AMP"** means a feature that inspects, downloads and blocks or allows files based upon threat intelligence retrieved from the AMP cloud.

"Advanced Security Licence" is a level of licence for an SD-WAN CPE Device as detailed at the following site (as may be updated by the Supplier from time to time):

https://documentation.meraki.com/zGeneral_Administration/Licensing/Cisco_Meraki_Licensing_Guidelines_and_Limitations#MX_Licensing_Options

"Application" means a programme or software.

"Application Aware Routing" has the meaning given in Paragraph 3.6.

"Backup Mobile Data Access" is a Service Option and means a resilient service that in the event any element of your Enabling Service fails (other than Backup Mobile Data Access), will use the Mobile Data Equipment or Customer SIM Card (as applicable) to automatically connect to the Mobile Network to allow continued use of the MM SD-WAN Service until the Enabling Service is restored.

"Backup Plus Mobile Data Access" is a Service Option and includes the service described in Backup Mobile Data Access and in addition allows you to use the Mobile Data Equipment or Customer SIM Card (as applicable) to connect to the Mobile Network to allow use of the MM SD-WAN Service prior to installation and connection with the Enabling Service.

"BT Managed Mobile Data Access" means the provision of Mobile Data Access using the Mobile Data Equipment.

"BT Managed Mobile Data Access – External" means a service consisting of an external antenna which is attached to the outside of your premises and cabled back to the comms room.

"BT Managed Mobile Data Access – Internal Hub" is a 4G/5G device supplied by BT with a SIM Card which enables connection to the Mobile Network to provide internet access. Internal Hub is connected to the SD-WAN controller WAN port via an Ethernet connection.

"BT Managed Mobile Data – SIM Only" means a SIM card which can be inserted into supporting devices and which will provide access via the 4G network.

"BT-Provided SD-WAN CPE Device" means any SD-WAN CPE Device that is provided to you by BT for use with the SD-WAN Service.

"BT SIM Card" means a card, provided by BT, or one of its suppliers, that is inserted into the router of the Mobile Data Equipment and that is used to connect to the Mobile Network and is BT Equipment.

"Cisco EULA" has the meaning given to it in Paragraph 8.1.1(a).

"Cloud Hosted Control Infrastructure" has the meaning given in Paragraph 3.3.1.

"Cloud Hosted Report Infrastructure" has the meaning given in Paragraph 3.4.1.

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

"Customer Equipment" means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with the MM SD-WAN Service.

"Customer Managed Mobile Data Access" means the provision of Mobile Data Access using the Customer SIM Card.

"Customer-Provided SD-WAN CPE Device" means, where BT agrees to provide the Customer-Provided SD-WAN CPE Device Option, any equipment that is owned by you and which meets BT's requirements as set out in Paragraph 4.4 for use with the SD-WAN Service.

"Customer SIM Card" means a card, provided by you, that is inserted into the SD-WAN CPE Device and that is used to connect to the Mobile Network and is Customer Equipment.

"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 the MM SD-WAN Service, as set out in the Order.

"Enabling Service" has the meaning given in Paragraph 6.1.



"**Enterprise Licence**" is a level of licence for an SD-WAN CPE Device as detailed at the following site (as may be updated by the Supplier from time to time):

https://documentation.meraki.com/zGeneral_Administration/Licensing/Cisco_Meraki_Licensing_Guidelines_and_Limitations#MX_Licensing_Options

"**EULA**" has the meaning given to it in Paragraph 8.1.1.

"**Host Site**" has the meaning given to it in the Managed Service Schedule.

"**Incident**" means an unplanned interruption to, or a reduction in the quality of, the MM SD-WAN Service or element of MM SD-WAN Service.

"**Internet**" means a global system of interconnected networks that use a standard Internet Protocol 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.

"**LAN CPE Device**" means either the LAN CPE Switch or the LAN CPE Wi-Fi Access Point and is MS Equipment for the purposes of the Managed Service Schedule.

"**LAN CPE Switch**" is hardware that connects to the local cabling within your Site to create a local area network by cross connecting network devices.

"**LAN CPE Wi-Fi Access Point**" is a hardware device that connects to the LAN and broadcasts the network signal for wireless Devices to connect to.

"**Licence**" means either the Advanced Security Licence or Enterprise Licence.

"**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).

"**Maintenance Care Level**" means the maintenance option you select in the Order as more fully described in the Managed Service Schedule.

"**Managed Service Portal**" has the meaning given to it in the Managed Service Schedule.

"**Managed Service**" has the meaning given to it in the Managed Service Schedule.

"**Managed Service Schedule**" means the Schedule that this Annex is appended to which details the management services that can apply to the MM SD-WAN Service and that can be found at www.bt.com/terms.

"**Meraki EULA**" has the meaning given to it in Paragraph 8.1.1(b).

"**MM SD-WAN Service**" has the meaning given in Paragraph 2.

"**Mobile Data Access**" is a UK only Service and means either Active-Active Mobile Data Access, Backup Mobile Data Access or Backup Plus Mobile Data Access or a combination of them.

"**Mobile Data Equipment**" is a business grade router, antenna, BT SIM Card, cabling and any other ancillary equipment if specified in the Order that is provided as part of the BT Managed Mobile Data Access and is BT Equipment for the purposes of this Schedule and MS Equipment for the purposes of the Managed Service Schedule.

"**Mobile Network**" means a 5G or 4G communication network (4G where 5G is not available and 3G where 4G is not available) where the last link is wireless.

"**Prime Mobile Data Access**" is a Service Option that allows connection to the Mobile Network using either the Mobile Data Equipment or Customer SIM Card, as applicable, to allow use of the MM SD-WAN Service as a sole Enabling Service.

"**Protective Monitoring Service**" or "**PMS**" means the process of monitoring activity on network, with a view to identifying potentially malicious behaviours that uses AMP.

"**Return Material Authorisation** or "**RMA Contract**" means an agreement signed between you and the Supplier.

"**SD-WAN CPE Device**" means hardware, and associated software, that connects to your network and provides a secure overlay network over a mix of WAN transports and that is BT Equipment, Customer-Provided SD WAN CPE Device, BT-Provided SD-WAN CPE Device, or Purchased Equipment for the purposes of this Contract.

"**Security Event**" means an event that is (but not limited to), a suspicious download that AMP detected via HTTP file inspection. File download profiles are based on threat intelligence retrieved from the AMP cloud.

"**Service Desk**" has the meaning given to it in the Managed Service Schedule.

"**Service Management Boundary**" has the meaning given in Paragraph 5.1.

"**Service Options**" has the meaning given in Paragraph 4.

"**SIM Card**" means a card that is inserted into the router of the Mobile Data Equipment and that is used to connect to the Mobile Network.

"**Simple Service Request**" or "**SSR**" has the meaning given to it in the Managed Service Schedule.

"**Site**" means a location at which the MM SD-WAN Service is provided.

"**Standard Service Components**" has the meaning given in Paragraph 3.

"**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.

"**Transport Independent VPN**" has the meaning given to it in Paragraph 3.5.

"**User Accounts**" means the accounts for Users made available to you by BT to access the Cloud Hosted Report Infrastructure.



"Virtual Device" means software that connects to your network and provides a secure overlay network over a mix of WAN transports and that is BT-Equipment for the purposes of this Contract.

"VPN" means a virtual private network.

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

"WEEE" has the meaning given in Paragraph 7.6.1.

"WEEE Directive" has the meaning given in Paragraph 7.6.1.

"Wi-Fi" means a facility allowing computers, smartphones, or other Devices to connect to the Internet or communicate with one another wirelessly within a particular area.

"Your own SIM" means a SIM Card you provide for insertion into a BT Managed Device.