



Managed LAN & Wi-Fi

Annex to the Managed Service Schedule

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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 LAN & Wi-Fi Service

1 Service Summary

- 1.1 BT will provide you with LAN access using a remotely managed on-premise conventional wired or wireless LAN network that consists of the Devices and is underpinned by Smart Licensing and will be comprised of the Standard Service Components and any Service Options, up to the point of the Service Management Boundary as set out in Paragraph 4 ("**Managed LAN & Wi-Fi Service**").
- 1.2 The Managed LAN & Wi-Fi Service must be purchased under Managed Services and is subject to the Managed Service Schedule to the General Terms.
- 1.3 For the purposes of the Managed Service Schedule the Managed LAN & Wi-Fi Service is an Associated Service.

2 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:

- 2.1 You will select one or both of the following:
 - 2.1.1 **Purchased Equipment Devices:** BT can provide you with Devices which BT will install at your Sites and that will connect into your network in order that BT can provide you with the Managed LAN & Wi-Fi Service. Where BT provides you with Devices they will be Purchased Equipment; or
 - 2.1.2 **Management of Customer-Provided Devices:** BT can manage your existing Devices that you own.
- 2.2 **Licences**
 - 2.2.1 You must either:
 - (a) purchase one of the Licences below for each Device (where you do not already have one for the Device). Where there are multiple Devices on a Site or network, they will each require a separate Licence.
 - (i) *DNA Essentials*
The DNA Essentials Licence aligns with most of the technical features supported by the Supplier subscription licensing tier known as "Cisco DNA Essentials" (or any subsequent renaming);
 - (ii) *DNA Advantage*
The DNA Advantage Licence aligns with most of the technical features supported by the Supplier subscription licensing tier known as "Cisco DNA Advantage" (or any subsequent renaming);
 - (iii) *DNA Premier Licence*
The DNA Premier Licence aligns with most of the technical features supported by the Supplier subscription licensing tier known as "Cisco DNA Premier" (or any subsequent renaming thereof); or
 - (b) Use Device Led Conversion to convert any of your existing licences.
 - 2.2.2 Not all features set out in the Licence descriptions on the Supplier website are available for the Managed LAN & Wi-Fi Service. BT will inform you what ones are available at the time of Order.
- 2.3 **Wired or Wireless**
 - 2.3.1 You must select on the Order whether you required a wired (LAN) network, wireless (Wi-Fi) network or both.

3 Service Options

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

- 3.1 **Management of Licences using Smart Licencing:** You can select to store and manage your Licences in a Smart Account.



- 3.1.1 Where you have a Smart Account you will designate BT as an Authorised User to your Virtual Account and agree that:
- (a) BT is acting on behalf your organisation; and
 - (b) BT, acting as an Authorised User, may access information collected by the Supplier to facilitate license usage management.

4 Service Management Boundary

- 4.1 BT will provide and manage the Managed LAN & Wi-Fi Service in accordance with Parts A, B and C of this Annex and as set out in any applicable Order:
- 4.1.1 in respect of the Devices BT will manage the Device only excluding any interconnecting cabling, wireless RF environments and power supplies that are not provided by BT specifically under the terms of this Contract;
- (“**Service Management Boundary**”).
- 4.2 BT will have no responsibility for the Managed LAN & Wi-Fi Service outside the Service Management Boundary.
- 4.3 BT does not make any representations, whether express or implied, about whether the Managed LAN & Wi-Fi Service will operate in combination with any Customer Equipment or other equipment and software that is not provided by BT.

5 Enabling Services and Third Parties

- 5.1 You will have the following services in place that will connect to the Managed LAN & Wi-Fi Service and are necessary for the Managed LAN & Wi-Fi Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
- 5.1.1 where not provided as part of this Contract, a certified cable infrastructure that meets the specifications BT provides to you and is comprised of fibre optic and copper structured cabling capable of supporting the agreed design;
- 5.1.2 any necessary supporting systems for the LAN and any other services that BT specifies are required to support the agreed design,
- 5.1.3 where applicable and not provided as part of this Contract, WAN circuits required to interconnect sites (which are made available to us in line with the agreed project timeline); and
- 5.1.4 where you require BT to manage your Licences in a Virtual Account you will ensure you have procured the Smart Account with the Supplier, the Smart Account will be subject to the terms you enter into with the Supplier,
- (each an “**Enabling Service**”).
- 5.2 If BT provides you with any services other than the Managed LAN & Wi-Fi 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.
- 5.3 BT shall not be liable for any losses incurred by you due to any interruption (including but not limited to third party attacks) in the Smart Licencing capability, including your Smart Account, that is hosted on the Supplier's systems or network.

6 Equipment

6.1 Use of Purchased Equipment

Until title in any Purchased Equipment passes to you or the Funder in accordance with Paragraph 6.2.2 you will:

- 6.1.1 keep the Purchased Equipment safe and without risk to health;
- 6.1.2 only use the 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;
- 6.1.3 not move the 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;
- 6.1.4 not make any alterations or attachments to, or otherwise interfere with, the Purchased Equipment, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 6.2.2, 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 Purchased Equipment;
- 6.1.5 not sell, charge, assign, transfer or dispose of (except as set out in Paragraph 6.5) or part with possession of the Purchased Equipment or any part of it;



- 6.1.6 not allow any lien, encumbrance or security interest over the Purchased Equipment, nor pledge the credit of BT for the repair of the Purchased Equipment or otherwise;
 - 6.1.7 not claim to be owner of the Purchased Equipment and ensure that the owner of the Site(s) will not claim ownership of the Purchased Equipment, even where the Purchased Equipment is fixed to the Site(s);
 - 6.1.8 obtain appropriate insurance against any damage to or theft or loss of the Purchased Equipment;
 - 6.1.9 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 Purchased Equipment or where the Purchased Equipment is damaged, stolen or lost, except where the loss or damage to Purchased Equipment is a result of fair wear and tear or caused by BT;
 - 6.1.10 ensure that the Purchased Equipment appears in BT's name in your accounting books;
 - 6.1.11 where there is a threatened seizure of the Purchased Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the Purchased Equipment; and
 - 6.1.12 notify any interested third parties that BT owns the Purchased Equipment.
- 6.2 **Additional Purchased Equipment Terms**
- 6.2.1 **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.
 - 6.2.2 **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 or the Funder when the Purchased Equipment has been paid 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.
 - 6.2.3 **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.
 - 6.2.4 **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.
- 6.3 **Security**
- 6.3.1 You are responsible for the proper use of any usernames, personal identification numbers and passwords used with the Purchased Equipment and you will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.
 - 6.3.2 BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.
- 6.4 **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 Licences provided with or as part of any Purchased Equipment.
- 6.5 **WEEE Directive**
- 6.5.1 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 which has become waste electrical and electronic equipment ("WEEE").

6.5.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 6.5 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.

6.5.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.

6.6 Consumer Regulations

6.6.1 Where you place an Order acting for purposes which are related to your trade, business or profession, it will be deemed a business to business transaction to which the Consumer Protection (Distance Selling) Regulations 2000 as amended by the Consumer Protection (Distance Selling) (Amendment) Regulations 2005 do not apply.

6.7 Sale of Goods

6.7.1 The UN Convention on Contracts for the International Sale of Goods will not apply to the Contract.

7 Specific Terms

7.1 EULA

7.1.1 By entering into this Contract you agree to the terms of the end user licence agreement with the Supplier set out at the web address below:-

(a) <http://www.cisco.com/go/eula>

as may be amended or supplemented in accordance with its terms ("Cisco EULA").

7.1.2 You and your Users will observe and comply with the EULA for all use of the applicable Software.

7.1.3 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the EULA, BT may restrict or suspend the Managed LAN & Wi-Fi Service upon reasonable Notice, and:

(a) you will continue to pay the Charges for the Managed LAN & Wi-Fi 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 Managed LAN & Wi-Fi Service.

7.1.4 You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA 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.

7.1.5 Where the EULA is presented in a 'click to accept' function and you require BT to configure or install Software on your behalf, including via the Virtual Account, BT will do so as your agent and bind you to the EULA.

7.2 Amendments to the General Terms

7.2.1 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'

7.2.2 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.'

7.2.3 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'.

7.2.4 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.'

7.2.5 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.'

7.2.6 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.'

7.2.7 A new definition is added as set out below:



"Funder" is an organisation that you contract with directly and who will own the Purchased Equipment and lease it back to you.

7.2.8 The definition of Purchased Equipment is deleted and replaced with:

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

7.2.9 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.

7.3 Invoicing

7.3.1 In addition to the invoicing terms in the Managed Service Schedule BT will invoice you or your designated Funder, for the Purchased Equipment as a one-off Charge on the Service Start Date or the date you take delivery if this is after the Service Start Date.



Part B – Service Delivery and Management

8 Your Obligations

8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Managed LAN & Wi-Fi Service, you will:

- 8.1.1 not act to misuse the Managed LAN & Wi-Fi 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 Managed LAN & Wi-Fi Service and BT can refuse to restore the Managed LAN & Wi-Fi Service until BT receives an acceptable assurance from you that there will be no further contravention or circumvention; or
 - (b) terminate the Managed LAN & Wi-Fi Service upon written notice.
- 8.1.2 prepare and maintain the Site(s) for the installation of Purchased Equipment and supply of the Managed LAN & Wi-Fi Service, including:
 - (a) providing a suitable and safe operational environment for any 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 Purchased Equipment to appropriate network facilities in time to allow BT to undertake any necessary installation or maintenance of the Managed LAN & Wi-Fi 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 Managed LAN & Wi-Fi Service, Purchased Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the Managed LAN & Wi-Fi 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 Purchased Equipment and any Customer Equipment, as appropriate; and
 - (f) carrying out configuration work, as agreed by BT, on your WAN router to enable the Devices to connect to your, or the third party provided, WAN and Internet, including ensuring that any firewalls do not block such access, and thereby enable BT to carry out its monitoring and management obligations as set out in this Annex.
- 8.1.3 in relation to monitoring User application use:
 - (a) inform your Users that as part of the Managed LAN & Wi-Fi Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
 - (b) ensure that your Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required); and
 - (c) agree that BT will not be liable for any failure by you to comply with this Paragraph 8.1.3, and you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph.
- 8.1.4 set up BT as an Authorised User of your Virtual Account; and
- 8.1.5 where you are using a Funder, you will ensure that all purchase orders submitted by you to the Funder or by the Funder to BT are submitted on time to allow BT to deliver the Managed LAN & Wi-Fi Service in accordance with the terms.

8.2 During Operation

On and from the Service Start Date, you will:

- 8.2.1 ensure that any Customer Equipment that is connected to the Managed LAN & Wi-Fi Service or that you use, directly or indirectly, in relation to the Managed LAN & Wi-Fi 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 Managed LAN & Wi-Fi 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;



- 8.2.2 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;
 - 8.2.3 ensure that the maximum number of Users will not exceed the permitted number of User identities;
 - 8.2.4 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 Managed LAN & Wi-Fi Service;
 - 8.2.5 comply with Paragraph 9 before reporting Incidents; and
 - 8.2.6 inform BT of any planned works on any third party provided Enabling Service.
- 8.3 **The End of the Service**
- On expiry or termination of the Managed LAN & Wi-Fi Service by either of us, you will:
- 8.3.1 promptly return or delete any confidential information that you have received from BT during the term of the Contract; and
 - 8.3.2 comply with your obligations set out in Paragraph 6.5 in relation to disposal of equipment.

9 Notification of Incidents

- 9.1 You will report Incidents in accordance with the process set out in the Managed Service Schedule.



Part C – Service Levels

10 Service Levels

10.1 Service Levels and Service Credits do not apply to the Managed LAN & Wi-Fi Service.



Part D – Defined Terms

11 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.

“**Application**” means a programme or software.

“**Authorised User**” is a user with a Cisco.com ID who is given access to your Smart Account to review and make changes to your entitlements.

“**Cisco EULA**” has the meaning given to it in Paragraph 7.1.1(a).

“**Cisco SD-Access**” provides visibility-based automated end-to-end segmentation to separate user, device, and application traffic without redesigning the underlying physical network

“**Customer Equipment**” means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with the Managed LAN & Wi-Fi Service.

“**Customer-Provided Device**” is a Device that is provided by you for BT to manage. It is not Purchased Equipment.

“**Device**” means either the Switch, Wireless LAN Access Point, Wireless LAN Controller, Identity Service Engine or DNA Center and is MS Equipment for the purposes of the Managed Service Schedule. A Device can be either a Customer-Provided Device or Purchased Equipment.

“**Device Led Conversion**” or “**DLC**” is the process where a Device is upgraded from traditional to Smart Licensing.

“**DNA Center**” is a network automation and management tool that is a pre-requisite component within any Cisco SD-Access deployment.

“**DNA Advantage Licence**” is a level of Licence, provided by the Supplier, for a Device.

“**DNA Essentials Licence**” is a level of Licence, provided by the Supplier, for a Device

“**DNA Premier Licence**” is a level of Licence, provided by the Supplier, for a Device.

“**Enabling Service**” has the meaning given in Paragraph 5.1.

“**EULA**” has the meaning given to it in Paragraph 7.1.1.

“**Identity Service Engine**” is a security policy management platform that is an integral part of LAN access for policy implementation, enabling dynamic mapping of Users and Devices to scalable groups and simplifying end-to-end security policy enforcement.

“**Incident**” means an unplanned interruption to, or a reduction in the quality of, the Managed LAN & Wi-Fi Service or particular element of Managed LAN & Wi-Fi 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.

“**Licence**” means a Supplier Software licence as described on the following websites (as may be updated from time to time by the Supplier):

a) For wireless Devices: https://www.cisco.com/c/m/en_us/products/software/dna-subscription-wireless/en-sw-sub-matrix-wireless.html?oid=porew018984

b) For wired Devices: https://www.cisco.com/c/m/en_us/products/software/dna-subscription-switching/en-sw-sub-matrix-switching.html?OID=otren019471

“**Local Area Network**” or “**LAN**” means the wired 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 LAN & Wi-Fi Service**” has the meaning given in Paragraph 1.

“**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 Managed LAN & Wi-Fi Service and that can be found at www.bt.com/terms.

“**RF**” means radio frequency.

“**Service Management Boundary**” has the meaning given in Paragraph 4.1.

“**Site**” means a location at which the Managed LAN & Wi-Fi Service is provided.

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



"Smart Licencing" is a cloud-based, software license management solution that enables you to automate time-consuming, manual licensing tasks. The solution allows you to track the status of your License and Software usage trends.

"Standard Service Components" has the meaning given in Paragraph 2.

"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.

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

"Virtual Account" is a sub-account of a Smart Account.

"WEEE" has the meaning given in Paragraph 6.5.1.

"WEEE Directive" has the meaning given in Paragraph 6.5.1.

"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.

"Wireless LAN Access Points" is a hardware device that connects to the LAN and broadcasts the network signal for wireless devices to connect to.

"Wireless LAN Controllers" manage Wireless LAN Access Points that allow other wireless Devices to connect to a LAN.