



# Intelligent Connectivity with VMWare

## Annex to the Managed Service Schedule

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## A note on 'you'

'You' and 'your' mean the Customer.

## Words defined in the General Terms

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

## Part A – The Intelligent Connectivity with VMWare Service

### 1 Service Summary

BT will provide you with a remotely managed, cloud-hosted overlay network solution that will allow you to manage your virtual network comprising:

- 1.1 the Standard Service Components; and
- 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 4 ( "**Intelligent Connectivity with VMWare Service.**"
- 1.3 The Intelligent Connectivity with VMWare Service must be purchased under Managed Service and is subject to the Managed Service Schedule to the General Terms.
- 1.4 For the purposes of the Managed Service Schedule the Intelligent Connectivity with VMWare 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 SD-WAN Devices

- 2.1.1 BT will provide you with SD-WAN Devices including requisite Software licences for the SD-WAN Device as detailed in the Order,
- 2.1.2 Where BT provides you with Physical SD-WAN CPE Devices BT will install these at your Sites and they will connect into your network in order that BT can provide you with the Intelligent Connectivity with VMWare Service.
- 2.1.3 Where you have selected a Virtual SD-WAN Device BT will provide you with the Software and License Subscription required to run the Intelligent Connectivity with VMWare Service and you will install the Software on your infrastructure.
- 2.1.4 You will purchase a Licence Subscription for each of your SD-WAN Devices as set out in Paragraph 2.6.
- 2.1.5 Any maintenance of the SD-WAN Device will be in line with the Maintenance Care Level you select in the Order.

#### 2.2 Cloud Hosted Control Infrastructure

- 2.2.1 BT will provide a cloud hosted management infrastructure that will allow BT to:
  - (a) orchestrate the delivery of your Intelligent Connectivity with VMWare Service;
  - (b) monitor in real time your network and the performance of the SD-WAN 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”** ).

### 2.3 Cloud Hosted Report Infrastructure

2.3.1 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

( **“Cloud Hosted Report Infrastructure”** ).

2.3.2 BT will not provide training on the Managed Service Portal as part of the Intelligent Connectivity with VMWare Service.

### 2.4 Transport Independent VPN

2.4.1 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”** ).

### 2.5 Application Aware Routing

2.5.1 BT will provide you with a facility that manages your traffic and Applications in order to improve the efficiency of your network ( **“Application Aware Routing”** ).

2.5.2 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.

2.5.3 Any changes to the categories will be dealt with as a Simple Service Request.

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

### 2.6 Licence Subscriptions

2.6.1 You will purchase one of the Licence Subscriptions below for each SD-WAN Device set out in the applicable Order. Where there are multiple SD-WAN Devices on a Site, they will all have the same Licence Subscription, but Licence Subscriptions may vary across the network:

(a) Enterprise Licence Subscription

- (i) The Enterprise Licence Subscription aligns with the technical features supported by the Supplier SD-WAN Licence known as VMware Enterprise (or any subsequent renaming) and as detailed in the Order.

(b) Premium Licence Subscription

- (i) The Premium Licence Subscription aligns with the technical features supported by the Supplier SD-WAN Licence known as VMware Premium (or any subsequent renaming) and as detailed in the Order.
- (ii) The Premium Licence Subscription includes all features provided as part of Enterprise Licence Subscription with the addition of Cloud Service Gateways access.

## 2.7 Licence Buying Options

2.7.1 Each of your Licence Subscriptions will be of one of the following Licence Types as set out in the applicable Order. Where there are multiple SD-WAN Devices on a Site or network, their Licence Subscriptions do not need to be all of the same Licence Type (this does not apply where a high availability site topology is deployed):

(a) **Enterprise Licence**

The Enterprise Licence is purchased for a fixed term and Charges for new Licence Subscriptions can fluctuate throughout the term of the Contract. You may increase, but not decrease your bandwidth commitment during the term of the Contract.

(b) **Premium Licence**

The Premium Licence is purchased for a fixed term and the new Licence Subscriptions are always charged at the standard Charge agreed in the initial Order until the end of their term. You may increase, but not decrease your bandwidth commitment during the term of the Contract.

## 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 Mobile Data Access

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

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

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

- (a) install, maintain and support the Mobile Data Equipment;
- (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.

3.1.4 Where you select Customer Managed Mobile Data Access you are responsible for:

- (a) provision of the Customer SIM Card; and
- (b) any charges or fees associated with or incurred by your use of the Customer SIM Card.

3.1.5 BT, or one of its suppliers, will retain title in the Mobile Data Equipment which will be classified as BT Equipment under this Contract.

3.1.6 BT grants you a licence to use the Mobile Data Equipment solely for accessing the Mobile Network in accordance with this Contract during the Minimum Period of Service and any Renewal Periods.

3.1.7 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.



- 3.1.8 Mobile Data Access provides access across a public Mobile Network which can be subject to degradation, congestion and interference which are beyond BT's control. BT will not be responsible for any problems with the signal strength or quality using Mobile Data Access.
- 3.1.9 Where you have selected Customer Managed Mobile Data Access BT will not be responsible for any problems with access to the Intelligent Connectivity with VMWare Service using Mobile Data Access.
- 3.1.10 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 8.2.8 or 8.2.9 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.
- 3.2 **Cloud OnRamp:** deployment using Cloud OnRamp.
- 3.3 **VMware Basic Security Options**
  - 3.3.1 BT will enable certain security features on your SD-WAN Device as part of your Enterprise or Premium Licence Subscription.
  - 3.3.2 The VMware Basic Security Options will be configured in accordance with the design agreed with you.
  - 3.3.3 You may monitor the performance of VMware Basic Security Options via the Cloud Hosted Report Infrastructure.
  - 3.3.4 BT does not proactively take any action on security alerts.
  - 3.3.5 A full list of available VMware Basic Security Options will be set out in the service description.
- 3.4 **VMware Advanced Security Options**
  - 3.4.1 An additional advanced security options can be purchased in conjunction with the Intelligent Connectivity with VMWare Service. Where you have purchased BT Managed Next Generation Firewall Service as part of your Intelligent Connectivity with VMWare Service, BT will enable certain next generation security features on the dedicated next generation firewall security appliance in accordance with the BT Managed Next Generation Firewall Service Appendix.
  - 3.4.2 The VMware Advanced Security Options will be configured in accordance with the design agreed with you. You may monitor the performance of VMware Advance Security Options via the Cloud Hosted Report Infrastructure. BT does not proactively take any action on security alerts.
- 3.5 Service Options may not be available in all countries.

## 4 Service Management Boundary

- 4.1 BT will provide and manage the Intelligent Connectivity with VMWare 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 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; and
  - 4.1.2 in respect of the Physical SD-WAN CPE Devices, between the WAN and LAN ports of each Physical SD-WAN CPE Device and excluding any Customer SIM Card; and
  - 4.1.3 in respect of the Virtual SD-WAN Device, within the Virtual SD-WAN Device hosted on the Enabling Service but not any underlying virtual or physical infrastructure supporting this, including an Enabling Service



( “Service Management Boundary” ).

- 4.2 BT will have no responsibility for the Intelligent Connectivity with VMWare Service outside the Service Management Boundary, including access using the Customer Managed Mobile Data Access.
- 4.3 BT does not make any representations, whether express or implied, about whether the Intelligent Connectivity with VMWare 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.
- 4.4 BT will have no responsibility under this Contract for any of the Enabling Services, including the Enabling Service that the Virtual SD-WAN Device is hosted on.

### 5 Associated Services and Third Parties

- 5.1 You will have the following services in place that will connect to the Intelligent Connectivity with VMWare Service and are necessary for the Intelligent Connectivity with VMWare Service to function and will ensure that these services meet the minimum technical requirements that BT specifies (each an “Enabling Service” ):
  - 5.1.1 You will have resilient internet routing connectivity from the Physical SD-WAN CPE Devices to the Cloud Hosted Control Infrastructure which is necessary for the Intelligent Connectivity with VMWare Service to function, including any necessary configuration through your firewalls; and
  - 5.1.2 one or more of the following connectivity services:
    - (a) a BT Internet service;
    - (b) a BT MPLS service;
    - (c) a BT Ethernet service; and
    - (d) your own or third party provided WAN that BT has confirmed to you in writing is compatible with the Intelligent Connectivity with VMWare Service,
- 5.2 If BT provides you with any services other than the Intelligent Connectivity with VMWare 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 separate terms.
- 5.3 BT will not be liable for failure to or delay in supplying the Intelligent Connectivity with VMWare 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.
- 5.4 Where the SD-WAN Device is directly deployed onto an Enabling Service set out in Paragraph 5.1.2 without a separate WAN router or NTE, any functionality of Enabling Service is determined only by the capability of the MV SDWAN Service and you acknowledge this may result in a decreased functionality of such Enabling Service.

### 6 Equipment

#### 6.1 Use of BT Equipment

In relation to BT Equipment you will:

- 6.1.1 keep the BT Equipment safe and without risk to health;
- 6.1.2 only use the BT 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 BT 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 BT Equipment, nor permit any person (other than a person authorised by BT) to do so, without BT' s prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the BT Equipment;
- 6.1.5 not sell, charge, assign, transfer or dispose of (except as set out in Paragraph 6.5) or part with possession of the BT Equipment or any part of it;
- 6.1.6 not allow any lien, encumbrance or security interest over the BT Equipment, nor pledge the credit of BT for the repair of the BT Equipment or otherwise;
- 6.1.7 not claim to be owner of the BT Equipment and ensure that the owner of the Site(s) will not claim ownership of the BT Equipment, even where the BT Equipment is fixed to the Site(s);
- 6.1.8 obtain appropriate insurance against any damage to or theft or loss of the BT Equipment;
- 6.1.9 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or misuse of the BT Equipment or where the BT Equipment is damaged, stolen or lost, except where the loss or damage to BT Equipment is a result of fair wear and tear or caused by BT;
- 6.1.10 ensure that the BT Equipment appears in BT' s name in your accounting books;
- 6.1.11 where there is a threatened seizure of the BT Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the BT Equipment; and
- 6.1.12 notify any interested third parties that BT owns the BT Equipment.

### 6.2 **Ownership and Risk of BT Equipment**

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

### 6.3 **Security**

- 6.3.1 You are responsible for the proper use of any user names, personal identification numbers and passwords used with the BT Equipment or the Intelligent Connectivity with VMWare Service, 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 BT Equipment against unauthorised or unlawful access or use.
- 6.3.3 You agree that you will promptly terminate access of any person who is no longer an authorized individual User, and you will promptly inform BT if an individual User' s ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way. You further agree to change any or all passwords or other systems administration information used in connection with the Intelligent Connectivity with VMWare Service if BT asks you to do so in order to help safeguard ensure the security or integrity of the Intelligent Connectivity with VMWare Service.
- 6.3.4 You acknowledge and agree that deployment using Cloud OnRamp will result in the creation of a number of default security components on your Enabling Service.

### 6.4 **Software Licence**

On and from the Service Start Date, you will comply with the provisions of any Software licences provided with or as part of any BT Equipment, including SD-WAN Devices.

### 6.5 **WEEE Directive**

- 6.5.1 Subject to Paragraph 6.5.4, 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" ).

- 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.
- 6.5.4 Mobile Data Equipment is excluded from the obligations set out in this Paragraph 6.5 and shall be returned to BT in accordance with Paragraph 3.1.7.

## 7 Specific Terms

### 7.1 EULA and Supplier Terms

7.1.1 BT will only provide the Intelligent Connectivity with VMWare Service if you have entered into:

- (a) the end user licence agreement with the Supplier in the form set out at [https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/universal\\_eula.pdf](https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/universal_eula.pdf) ( "EULA" );

as well as:

- (b) the Supplier' s Cloud Services Offerings Terms of Service in the form set out at <https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmware-re-cloud-services-universal-tos.pdf> ( "TOS" );

as may be amended or supplemented from time to time by the Supplier.

- 7.1.2 You will ensure that your Users also comply with the terms of the EULA and the TOS.
- 7.1.3 You will observe and comply with the EULA and TOS for all any use of the applicable Software.
- 7.1.4 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the EULA or TOS, BT may restrict or suspend the Intelligent Connectivity with VMWare Service upon reasonable Notice, and:
  - (a) you will continue to pay the Charges for the Intelligent Connectivity with VMWare Service until the end of the Minimum Period of Service; and
  - (b) BT may charge a re-installation fee to re-start the Intelligent Connectivity with VMWare Service.
- 7.1.5 You will enter into the EULA and TOS for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA and TOS 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.
- 7.1.6 Where the EULA and TOS 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 EULA and TOS.

### 7.2 Use of Telemetry Data

- 7.2.1 BT or its Supplier may, for the purposes set out in Paragraph 7.2.2, collect Telemetry Data which includes such items as:
  - (a) system statistics (for example, CPU, memory);
  - (b) interface statistics;
  - (c) flow statistics including application and application family; and
  - (d) device configurations and usage per interface.





7.2.2 Notwithstanding anything to the contrary in this Contract, BT and its Supplier shall only use Telemetry Data as follows:

- (a) to deliver and maintain the Intelligent Connectivity with VMWare Service;
- (b) for the Supplier to provide support to BT (for example, by providing BT with recommendations for WAN configuration optimisation, license expiration, renewal notices, license or bandwidth enforcement); and
- (c) the Supplier may use Statistical Data for the general purpose of improving its SD-WAN product and other product offerings, including customer experience and use of such product in the context of generally available software feature releases.

### 7.3 Charges on termination of the Intelligent Connectivity with VMWare Service

7.3.1 In addition to the Charges set out in the Managed Services Schedule, if you terminate the Intelligent Connectivity with VMWare Service before the end of the Minimum Period of Service or Renewal Period, you will pay BT Termination Charges for any parts of the Intelligent Connectivity with VMWare 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 Intelligent Connectivity with VMWare Service, where the Enterprise Licence or Premium Licence has been used, 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 Recurring Charges for the Enterprise Licence or Premium Licence provided as part of the Intelligent Connectivity with VMWare 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
- (c) in respect of the Recurring Charges for the maintenance provided as part of the Intelligent Connectivity with VMWare Service, the total of 12 months Recurring Charges that would apply for the maintenance;
- (d) in respect of BT Managed Mobile Data Access, 95 per cent of the Recurring Charges for the first 24 months; and
- (e) any other Termination Charges applicable for any Enabling Services provided by BT or for Services set out in Appendices to this Annex.



## 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 [Insert Name] Service, you will:

- 8.1.1 not act to misuse the Intelligent Connectivity with VMWare 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 Intelligent Connectivity with VMWare Service and BT can refuse to restore the Intelligent Connectivity with VMWare Service until BT receives an acceptable assurance from you that there will be no further contravention or circumvention; or
  - (b) terminate the Intelligent Connectivity with VMWare Service upon written notice;
- 8.1.2 prepare and maintain the Site(s) for the installation of BT Equipment and supply of the Intelligent Connectivity with VMWare Service, including:
  - (a) providing a suitable and safe operational environment for any BT Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and applicable installation standards;
  - (b) taking up or removing any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect BT Equipment to appropriate network facilities in time to allow BT to undertake any necessary installation or maintenance Intelligent Connectivity with VMWare 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 Intelligent Connectivity with VMWare Service and BT Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the Intelligent Connectivity with VMWare Service resulting from failure in the principal power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards; and
  - (e) providing internal cabling between the BT Equipment and any Customer Equipment, as appropriate.

#### 8.2 During Operation

On and from the Service Start Date, you will:

- 8.2.1 contact the Service Desk if you have any concerns over how the Intelligent Connectivity with VMWare Service is operating, or where you are experiencing any issues on the Intelligent Connectivity with VMWare Service;
- 8.2.2 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;
- 8.2.3 ensure that any Customer Equipment that is connected to the Intelligent Connectivity with VMWare Service or that you use, directly or indirectly, in relation to the Intelligent Connectivity with VMWare 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 Intelligent Connectivity with VMWare 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;

8.2.4 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;

8.2.5 not allow any User 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 Intelligent Connectivity with VMWare Service;

8.2.6 comply with Paragraph 9 before reporting Incidents;

8.2.7 inform BT of any planned works on any third party provided Enabling Service;

8.2.8 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 Intelligent Connectivity with VMWare Service to the Enabling Service; and

8.2.9 not remove the BT SIM Card from the Mobile Data Equipment;

8.2.10 be responsible for any charges incurred from use of the Customer SIM Card;

8.2.11 ensure that after deployment using Cloud OnRamp you follow the best practice guidance BT provides to you and ensure the configuration remains compliant to your own security standards; and

8.2.12 monitor your bandwidth usage and will not exceed your bandwidth commitment. Where BT determines a consistent overuse of your bandwidth, you will increase your bandwidth commitment.

### 8.3 The End of the Service

On expiry or termination of the Intelligent Connectivity with VMWare Service by either of us, you will:

8.3.1 provide BT with all reasonable assistance necessary to remove Mobile Data Equipment from the Site(s);

8.3.2 disconnect any Customer Equipment from Mobile Data Equipment located at the Site(s);

8.3.3 not dispose of or use the Mobile Data Equipment other than in accordance with BT' s written instructions or authorisation;

8.3.4 if required in accordance with Paragraph 3.1.7, arrange for any Mobile Data Equipment located at the Site(s) to be returned to BT;

8.3.5 be liable for any reasonable costs of recovery that BT incurs in recovering the Mobile Data Equipment;

8.3.6 promptly return or delete any confidential information that you have received from BT during the term of the Contract; and

8.3.7 comply with your obligations set out in Paragraph 6.5 in relation to disposal of equipment, including BT Equipment.

## 9 Notification of Incidents

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



- 9.2 Where you have provided your own or a third party WAN Enabling Service as set out in Paragraph 5.1.2(d):
  - 9.2.1 you will ensure and confirm to BT that the service is working correctly before reporting Incidents to BT; and
  - 9.2.2 BT will not be liable for any delay in rectifying an Incident where BT has been unable to connect to the SD-WAN Device.
- 9.3 Where you have selected Customer Managed Mobile Data Access:
  - 9.3.1 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
- 9.4 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

### 10 Service Levels

Service Levels and Service Credits do not apply to the Intelligent Connectivity with VMWare 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

### 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, if there are any conflicts in these definitions the ones in the original documents will take precedence.

**“Active-Active 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 Intelligent Connectivity with VMWare Service including for backup purposes or prior to installation and connection with an Enabling Service.

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

**“Application Aware Routing”** has the meaning given in Paragraph 2.5.1.

**“App Aware Firewall”** means a firewall that blocks or allows more than 1400 applications based on category, application family, application group, and match protocol.

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

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

**“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 Intelligent Connectivity with VMWare 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 Intelligent Connectivity with VMWare 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 SIM Card”** means a card, provided by BT, 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.

**“Cloud Hosted Control Infrastructure”** has the meaning given in Paragraph 2.2.1.

**“Cloud Hosted Report Infrastructure”** has the meaning given in Paragraph 2.3.1.

**“Cloud OnRamp”** is an automated way of deploying the Virtual SD-WAN Device into an Azure or AWS cloud environment as part of the Intelligent Connectivity with VMWare Service.

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

**“Cloud Service Gateway”** means access to various cloud provider platforms via an optimised and prioritised traffic route from the Intelligent Connectivity with VMWare Service, provided as part of the Premium License subscription.

**“Customer Equipment”** means any equipment and any software, other than BT Equipment, used by you in connection with a Intelligent Connectivity with VMWare Service.

**“Customer Managed Mobile Data Access”** means the provision of Mobile Data Access using the Customer SIM Card.

**“Customer SIM Card”** means a card, provided by you, that is inserted into the Physical 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 Intelligent Connectivity with VMWare Service, as set out in the Order.

**“Enterprise Licence”** means a type of licence deployed on Customer Equipment and purchased for a fixed term where Charges for additional Licence Subscriptions can fluctuate throughout the term of the Contract.

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

**“Enterprise Licence Subscription”** is a level of licence for a SD-WAN Device as detailed at in Service description. Enterprise license is best suited for enterprises with a majority of applications hosted in private data centres.

**“Incident”** means an unplanned interruption to, or a reduction in the quality of, the Intelligent Connectivity with VMWare Service or particular element of Intelligent Connectivity with VMWare Service.

**“Intelligent Connectivity with VMWare Service”** has the meaning given in Paragraph 1.

**“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 Subscription”** means either the Enterprise Licence Subscription or Premium Licence Subscription.

**“Licence Type”** means either Enterprise Licence or Premium 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”** has the meaning given to it in the Managed Service Schedule.

**“Managed Service Portal”** 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 Intelligent Connectivity with VMWare Service.

**“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.

**“Premium Licence”** means a type of licence deployed on Customer Equipment and purchased for a fixed term where Charges for additional Licence Subscriptions can fluctuate throughout the term of the Contract.

**“Premium Licence Subscription”** means a level of licence for a SD-WAN Device as detailed at in Service description. Premium License provides access to the Cloud Service Gateway functionalities to provide performance, security, and visibility for cloud services.

**“Physical 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 for the purposes of this Contract.

**“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 Intelligent Connectivity with VMWare Service as a sole Enabling Service.

**“SD-WAN Device”** means either a Physical SD-WAN CPE Device or a Virtual SD-WAN Device.

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

**“Service Management Boundary”** has the meaning given in Paragraph 4.

**“Service Options”** has the meaning given in Paragraph 3.

**“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 Intelligent Connectivity with VMWare Service is provided.

**“Standard Service Components”** has the meaning given in Paragraph 2.

**“Supplier”** means VMware, Flow 1 & 2 The Causeway, Staines, TW18 3FA, UK and any group or parent company of the Supplier.

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

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

**“Transport Independent VPN”** has the meaning given to it in Paragraph 2.4.

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

**“Virtual SD-WAN 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 6.5.1.

**“WEEE Directive”** has the meaning given in Paragraph 6.5.1.