



BT Managed Meraki SD-LAN 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 Meraki SD-LAN Service

1 Service Summary

- 1.1 BT will provide you with a remotely managed, cloud-hosted overlay network solution that will allow you to manage your virtual network, that will be comprised of the Standard Service Components, up to the point of the Service Management Boundary as set out in Paragraph 3 ("**MM SD-LAN Service**").
- 1.2 The MM SD-LAN 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 MM SD-LAN Service is an Associated Service.

2 Standard Service Components

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

2.1 LAN Devices

- 2.1.1 BT will provide you with LAN Devices including Switches and Wi-Fi Access Points and the requisite Software licences for the LAN 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-LAN Service.
- 2.1.2 LAN Devices will be Purchased Equipment.

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 MM SD-LAN Service;
 - (b) proactively monitor your network and the performance of the LAN 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 LAN and Wi-Fi Access Points 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").
- 2.3.2 BT will provide you with a maximum of five User Accounts to access the Cloud Hosted Report Infrastructure.
- 2.3.3 BT will not provide training on the Managed Service Portal as part of the MM SD-LAN Service.

3 Service Management Boundary

- 3.1 BT will provide and manage the MM SD-LAN Service in accordance with Parts A, B and C of this Annex and as set out in any applicable Order:
 - 3.1.1 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;
 - 3.1.2 in respect of the Switches between the WAN and LAN ports of each LAN Device; and
 - 3.1.3 in respect of the Wi-Fi Access Points, between the LAN port and the Wi-Fi antennae,



("Service Management Boundary").

- 3.2 BT will have no responsibility for the MM SD-LAN Service outside the Service Management Boundary.
- 3.3 BT does not make any representations, whether express or implied, about whether the MM SD-LAN Service will operate in combination with any Customer Equipment or other equipment and software that is not provided by BT.

4 Associated Services and Third Parties

- 4.1 You will have the following services in place that will connect to the MM SD-LAN Service and are necessary for the MM SD-LAN Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
 - 4.1.1 You will have internet routing connectivity from the LAN Devices to the Cloud Hosted Control Infrastructure which is necessary for the MM SD-LAN Service to function, including any necessary configuration through your firewalls; and
 - 4.1.2 your own or third party provided WAN that BT has confirmed to you in writing is compatible with the MM SD-LAN Service,(each an "Enabling Service").
- 4.2 Where you provide your own or a third party WAN as set out in Paragraph 4.1.2 BT will not be responsible for providing any security over such WAN and you will ensure you have adequate security provisions in place.
- 4.3 If BT provides you with any services other than the MM SD-LAN 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.
- 4.4 BT will not be liable for failure to or delay in supplying the MM SD-LAN 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 Equipment

- 5.1 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 5.3.2 you will:

 - 5.1.1 keep the BT Equipment and Purchased Equipment safe and without risk to health;
 - 5.1.2 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;
 - 5.1.3 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;
 - 5.1.4 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 5.3.2, 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;
 - 5.1.5 not sell, charge, assign, transfer or dispose of (except as set out in Paragraph 5.6) or part with possession of the BT Equipment or Purchased Equipment or any part of it;
 - 5.1.6 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;
 - 5.1.7 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);
 - 5.1.8 obtain appropriate insurance against any damage to or theft or loss of the BT Equipment or Purchased Equipment;
 - 5.1.9 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;
 - 5.1.10 ensure that the BT Equipment or Purchased Equipment appears in BT's name in your accounting books;



5.1.11 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; and

5.1.12 notify any interested third parties that BT owns the BT Equipment and Purchased Equipment.

5.2 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.

5.3 Purchased Equipment

5.3.1 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.

5.3.2 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.

5.3.3 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.

5.3.4 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.

5.4 Security

5.4.1 You are responsible for the proper use of any user names, 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.

5.4.2 BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.

5.5 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.

5.6 WEEE Directive

5.6.1 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**").

5.6.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 5.6 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.

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

6 Specific Terms

6.1 EULA

- 6.1.1 By entering into 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".
- 6.1.2 You and your Users will observe and comply with the EULAs for all use of the applicable Software.
- 6.1.3 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-LAN Service upon reasonable Notice, and:
- (a) you will continue to pay the Charges for the MM SD-LAN 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-LAN Service.
- 6.1.4 You will enter into 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.
- 6.1.5 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.

6.2 Amendments to the General Terms

- 6.2.1 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'
- 6.2.2 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.'
- 6.2.3 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'.
- 6.2.4 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.'
- 6.2.5 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.'
- 6.2.6 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.'
- 6.2.7 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.

6.3 Charges on termination of the MM SD-WAN Service

- 6.3.1 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-LAN 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-LAN 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 ML 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, 55 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-LAN 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

7 Your Obligations

7.1 Service Delivery

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

- 7.1.1 not act to misuse the MM SD-LAN 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-LAN Service and BT can refuse to restore the MM SD-LAN Service until BT receives an acceptable assurance from you that there will be no further contravention or circumvention; or
 - (b) terminate the MM SD-LAN Service upon written notice;
- 7.1.2 prepare and maintain the Site(s) for the installation of BT Equipment and Purchased Equipment and supply of the MM SD-LAN 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-LAN 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-LAN Service, BT Equipment or Purchased Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the MM SD-LAN 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) carrying out configuration work, as agreed by BT, on your WAN router to enable the LAN 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.
- 7.1.3 in relation to monitoring User application use:
 - (a) inform your Users that as part of the MM SD-LAN 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 7.1.3, 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.

7.2 During Operation

On and from the Service Start Date, you will:

- 7.2.1 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;
- 7.2.2 ensure that any Customer Equipment that is connected to the MM SD-LAN Service or that you use, directly or indirectly, in relation to the MM SD-LAN 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-LAN 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;



- 7.2.3 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;
 - 7.2.4 ensure that the maximum number of Users will not exceed the permitted number of User identities;
 - 7.2.5 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-LAN Service;
 - 7.2.6 comply with Paragraph 8 before reporting Incidents; and
 - 7.2.7 inform BT of any planned works on any third party provided Enabling Service.
- 7.3 **The End of the Service**
- On expiry or termination of the MM SD-LAN Service by either of us, you will:
- 7.3.1 promptly return or delete any confidential information that you have received from BT during the term of the Contract; and
 - 7.3.2 comply with your obligations set out in Paragraph 5.6 in relation to disposal of equipment.

8 Notification of Incidents

- 8.1 You will report Incidents in accordance with the process set out in the Managed Service Schedule.
- 8.2 Where you have provided your own or a third party WAN Enabling Service as set out in Paragraph 4.1.2:
 - 8.2.1 you will ensure and confirm to BT that the service is working correctly before reporting Incidents to BT; and
 - 8.2.2 BT will not be liable for any delay in rectifying an Incident where BT has been unable to connect to the LAN Device.



Part C – Service Levels

9 Service Levels

- 9.1 Service Levels and Service Credits do not apply to the MM SD-LAN 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

10 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.

“**Cisco EULA**” has the meaning given to it in Paragraph 6.1.1 (a).

“**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-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-LAN Service.

“**Device**” means any mobile handset, laptop, tablet or other item of handheld equipment, including all peripherals, excluding SIM Cards and applications, which are in scope of the MM SD-LAN Service, as set out in the Order.

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

“**EULA**” has the meaning given to it in Paragraph 6.1.1.

“**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-LAN Service or particular element of MM SD-LAN 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 Device**” means either the Switch or the Wi-Fi Access Points and is MS Equipment for the purposes of the Managed Service Schedule.

“**Local Area Network**” or “**LAN**” means the infrastructure that enables the ability to transfer IP services within Site(s) (including data, voice and video conferencing services).

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

“**Meraki EULA**” has the meaning given to it in Paragraph 6.1.1 (b).

“**MM SD-LAN Service**” has the meaning given in Paragraph 1.

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

“**Service Management Boundary**” has the meaning given in Paragraph 3.1.

“**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-LAN Service is provided.

“**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 local area network by cross connecting network devices.

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

“**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 5.6.1.

“**WEEE Directive**” has the meaning given in Paragraph 5.6.1.

“**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.

“**Wi-Fi Access Points**” is a hardware device that connects to the LAN and broadcasts the network signal for wireless Devices to connect to.

