



BT Connect – Agile Connect Service Annex to the General Service Schedule

BT Contract Reference:
Customer Contract Reference (optional):

1 Definitions and Abbreviations

The following definitions and abbreviations shall apply, in addition to those in the General Terms and Conditions and the General Service Schedule of the Agreement:

“Acceptance Tests” means those objective tests conducted by the Customer, which, when passed confirm that the Customer accept the Agile Connect Service and that the Agile Connect Service is ready for use. Any minor non-conformities may not hinder the acceptance and will be resolved in due time.

“Agile Connect Service” has the meaning given in Paragraph 2.

“Application” means software that is designed to accomplish a specific processing task.

“Bring Your Own Device” or **“BYOD”** has the meaning given in Paragraph 2.2.1(c).

“Customer Contact” has the meaning as set out in the Agreement.

“Differentiated Services Code Point” or **“DSCP”** means a field in an IP packet that allows different levels of service to be assigned to network traffic; this is achieved by marking each packet on the network with a DSCP code and appropriating to it the corresponding level of service.

“Enabling Service” means another service that is necessary for the Agile Connect Service to function as further described in this Service Annex.

“Encryption” means the transformation of data into unreadable data through a cryptographic transformation using a key. Decryption is the process for reversing the unintelligible data into meaningful data using a key.

“Group” has the meaning given in Paragraph 2.3.4.

“Incident” means an unplanned interruption to, or a reduction in the quality of, the Agile Connect Service or particular element of the Agile Connect Service; and may also be known as a **“fault”** as set out in the General Service Schedule.

“Internet” means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

“Internet Breakout” or **“IBO”** has the meaning as further set out in this Service Annex.

“Internet LAN” or **“iLAN”** has the meaning as further set out in this Service Annex.

“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.

“IP Address” means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.

“IP Security” or **“IPSec”** means a standards-based framework that provides layer 3 services for confidentiality, privacy, data integrity, authentication and replay prevention.

“IPSec Tunnel(s)” means a communication path between two end points. IPSec Tunnels can be either static or dynamic.

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

“Notice” means any notice to be given by one of us to the other under the Agreement in accordance with the General Terms and Conditions of the Agreement.

“Portal” means the portal the Customer will use as access to control, self- manage, configure and view reporting for the Agile Connect Service.

“SD WAN Device” means hardware that connects to the Customer’s network and provides a secure overlay network over a mix of WAN transports and is considered being BT Equipment.

“Service Desk” means the helpdesk that the Customer is able to contact to submit service requests, report incidents and ask questions about the Agile Connect Service as further set out in this Service Annex.

“Service Options” has the meaning as further set out in this Service Annex.

“Standard Service Components” has the meaning as further set out in this Service Annex.

“Target Delivery Date” means the date provided by BT on which delivery of the Agile Connect Service or each part of the Agile Connect Service, including to each Site, is expected to start.

“Transmission Control Protocol” or **“TCP”** means a core protocol of the Internet protocol suite.

“Transport Independent VPN” means a fully managed IP VPN and Encryption service which will enable the Customer to build corporate VPNs across globally dispersed Sites and transfer information securely across the Customer’s network and the Internet using Encryption technology.

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

“Virtual Private Network” or **“VPN”** means a network that appears private to the Customer’s Users while being provided over network infrastructure that is shared with other Customers. Unless otherwise agreed in writing, the Customer’s communications over their VPN are restricted to those Sites belonging to their VPN.

“Wide Area Network” or **“WAN”** means the infrastructure that enables the transmission of data between Sites.



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2 Service Description

2.1 Service Summary

BT will provide the Customer with a remotely managed overlay network solution service that will allow the Customer to manage on its own a virtual, global network and that will enable the Customer to automatically route and optimise network traffic and gain visibility of the performance of certain Applications using a Portal. The Agile Connect Service will integrate with the Customer's network by utilising BT Equipment located at the Customer's Site(s) and which will be configurable by the Customer through the BT Portal, a centralised controller hosted and managed by BT:

The Agile Connect Service is comprised of:

- the Standard Service Components; and
- any of the Service Options that are selected by the Customer as set out in any applicable Order.

2.2 Standard Service Components

The following standard service components ("**Standard Service Components**"), in accordance with the details as set out in any applicable Order, are required with the Agile Connect Service:

2.2.1 **Equipment.** The Customer may choose one of the following scenarios:

- Physical BT Equipment.** In this scenario BT will provide to the Customer a software deployed WAN Router as BT Equipment which will be delivered to the Customer's Site(s).
- Virtual SD WAN Device.** In this scenario the Customer may choose to use the virtual SD WAN Device instance that BT made available at one of the launched cloud service marketplaces (e.g. Azure, AWS). This virtual SD WAN device will need be deployed on the virtual compute infrastructure by the Customer unless the BT Managed Installation option is ordered.
- Bring Your Own Device (BYOD).** In this scenario the Customer may decide to use its own Customer Equipment.

2.2.2 **Portal access for Service self-management, Application visibility and control**

2.2.2.1 BT will provide the Customer with access to a Portal enabling the Customer to:

- process the Agile Connect Service activation of a Site;
- configure the Agile Connect Service and the policies;
- modify the Agile Connect Service configuration and the policies;
- view active and inactive Sites; and
- view delivery progress and incidents.

2.2.2.2 The Portal will give the Customer access to:

- reports of traffic usage across VPNs, subnets and ports; and
- documentation and a user-guide for installation and configuration of the Agile Connect Service.

2.2.2.3 The Customer will be able to:

- reactively monitor the Customer's Service on each active Site; and
- interface with the Customer's IT helpdesk.

2.3 Service Options

BT will provide Customer with any of the following options that are selected by Customer as set out in any applicable Order ("**Service Options**") and in accordance with the details set out in that Order. Service Options may not be available in all countries.

2.3.1 Advanced Analytics

If this Service Option is selected on the Order, BT will provide the Customer with reports comprising analysis information at the following levels:

- top Applications at network level;
- VPN level;
- BT Equipment level;
- top Users at the network and VPN level;
- top Application and network performance groups;
- BT Equipment level statistic on top user downloads and uploads; and
- Application usage over time.

2.3.2 BT Managed Installation



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If this Service Option is selected on the Order, BT will be responsible for the installation by sending a qualified engineer to the Site to install the BT Equipment.

2.3.3 Transport Independent VPN

2.3.3.1 If this Service Option is selected on the Order, BT will provide Transport Independent VPN comprising:

- (a) a fully managed IP VPN and Encryption service which will enable the Customer to build corporate VPNs across globally dispersed Sites and transfer information securely across the Customer's network and the Internet using Encryption technology; and
- (b) additional optional features on the Transport Independent VPN as set in Paragraph 3 and in accordance with the details set out in the Order.

2.3.3.2 BT will provide an IBO feature that will allow the Customer to restrict access to the Internet from VPN Sites using Managed Routers. Internet traffic presented on the Customer's LAN port and the Managed Router will route Internet traffic to the Internet without Encryption so that Internet traffic does not traverse the IP Sec Tunnel.

2.3.3.3 BT will not provide Encryption in countries where Encryption is not permitted for legal and/or regulatory reasons.

2.3.3.4 The Customer will not be able to initiate connectivity to a Site from the wider Internet or host web services.

2.3.4 Application Aware Routing

2.3.4.1 If this Service Option is selected on the Order, the Customer may allocate specific Applications to three groups, based on Application signature or other technical parameters. This feature is only available at Sites with dual uplink access connectivity.

2.3.4.2 A common network behaviour will apply to any Application assigned to the same Group.

2.3.4.3 The Customer will set the target network behaviour for individual Group by defining the jitter, packet loss and round trip delay target for each Group.

2.3.4.4 There is no pre-set default value as this will depend on Application type.

2.3.5 WAN Traffic Balancing

2.3.5.1 If this Service Option is selected on the Order, BT will provide WAN Traffic Balancing which allows the Customer to securely improve the Customer's WAN efficiency and availability and ensure WAN performance for Application traffic the Customer defines as business critical, by:

- (a) delivering intelligent path control for Application-aware routing, that selects paths by looking at specific packet attributes (for example, DSCP marking, source/destination IP address or source/destination port), or Application types, performance requirement and a predefined set of policies based on the needs of the Applications and the status of the path; and
- (b) continuously measuring WAN path performance to detect dynamic changes. When a change puts Application traffic out of policy, WAN Traffic Balancing triggers this traffic to be redirected to a more suitable path.

2.3.6 Managed Service

2.3.6.1 If this Service Option is selected on the Order; BT shall provide the Agile Connect Service as a managed service by BT whereby BT will additionally provide a qualified engineer to implement changes on Customer's behalf at the Site(s). This enables the Customer to use the Agile Connect Service as a fully managed service by BT.

2.3.6.2 The Customer, or an authorised person within the Customer's organization, will order each change explicitly by submitting an Order.

3 BT's Obligations

In addition to any other obligations as agreed in the Agreement, following obligations shall apply to BT.

3.1 Prerequisites

Before the Operational Service Date and, where applicable, throughout the provision of the Agile Connect Service, BT will provide the Customer with:

- (a) contact details for Service Desk; and



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- (b) a date on which delivery of the Service (or each part of the Agile Connect Service, including to each Site) is expected to start ("**Target Delivery Date**").

3.2 During Service Delivery

3.2.1 As part of the commissioning of the Agile Connect Service;

- (a) In the event physical BT Equipment or Virtual SD WAN Device ;
- (i) if the Customer has not selected the Managed Installation Service Option at a Site(s), BT will provide information to the Customer for installing and configuring the Agile Connect Service. For any virtual SD WAN Device BT will make the software image available on a suitable cloud service marketplace as defined in the BT design guidelines; or
- (ii) If the Customer has selected the Managed Installation Service Option at a Site(s), BT will install, configure and activate the Agile Connect Service at that Site(s);
- (b) BT will conduct a series of standard tests on the Agile Connect Service to ensure that it is configured correctly;
- (c) BT will connect the Agile Connect Service to each Enabling Service; and
- (d) on the date that BT have completed the activities in this Paragraph 3.2, BT will confirm to the Customer the Operational Service Date or if applicable, confirm to the Customer that the Agile Connect Service is available for performance of any Acceptance Tests as set out in Paragraph 4.3.2 below.

3.2.2 The Operational Service Date will be the earlier of the following:

- (a) the date that the Customer confirm acceptance of the Agile Connect Service in writing or
- (b) five (5) Business Days following completion of the Acceptance Tests.

3.2.3 In the event the Acceptance Tests are not passed, BT will remedy the non-conformance without undue delay; BT will notify the Customer after remediating the non-conformance and will inform the Customer of the revised Operational Service Date.

3.3 During Service Operation (applicable on and from the Operational Service Date)

3.3.1 **Incidents.** Where the Customer has reported an Incident, BT will:

- (a) give the Customer a unique reference number for the Incident ("**Ticket**");
- (b) respond and use reasonable endeavours to remedy an Incident without undue delay if BT detect or if the Customer report an Incident as set out in the General Service Schedule;
- (c) maintain a Portal and server to provide the Customer with online access to performance reports.

3.3.2 **Planned Maintenance.** BT may carry out Planned Maintenance from time to time as set out in the Agreement.

3.3.3 **Security breaches.** BT may, in the event of a security breach, require the Customer to change any or all of their passwords. BT do not guarantee the security of the Agile Connect Service against unauthorised or unlawful access or use.

3.4 At the end of the Service

On termination of the Agile Connect Service by either Party, BT:

- (a) will provide configuration information relating to the Agile Connect Service provided at the Site(s) in a format that BT reasonably specify;
- (b) may delete any Content; and
- (c) may disconnect and remove any BT Equipment located at the Site(s).

4 Customer's Obligations

In addition to any other obligations as agreed in the Agreement, following obligations shall apply to the Customer.

4.1 Prerequisites

Before the Operational Service Date and, where applicable, throughout the provision of the Agile Connect Service, the Customer will:

- (a) comply with its obligations as set out in the General Service Schedule;
- (b) be responsible for, and will ensure that the Customer and any of the Customer's Users comply with, all applicable licensing and regulatory requirements for use of the Agile Connect Service including but not limited to the local law and regulations that apply to the use of any Encryption software or devices. BT may ask the Customer to produce proof of compliance with such licensing and regulatory requirements



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- before the Operational Service Date. If the Customer cannot produce this proof to BT's satisfaction, BT may suspend Service delivery or cancel any applicable Order and charge cancellation Charges in accordance with the General Terms and Conditions;
- (c) provide BT with any information that is reasonably requested by any regulatory body, legal authority or government entity in any country in connection with the Encryption capabilities of this Agile Connect Service;
 - (d) for virtual SD WAN Devices that will be deployed in the Customer's cloud environment and in the event the Customer has not selected the Managed Installation Service Option, deploy the software image, including bootstrap and make the software accessible to BT;
 - (e) prepare and maintain the Site(s) for the installation of BT Equipment and supply of the Agile Connect Service, including:
 - (i) 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;
 - (ii) providing a secure, continuous power supply at the Site(s) for the operation and maintenance of the Agile Connect Service, BT Equipment or Customer Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the Agile Connect 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
 - (iii) providing internal cabling between the BT Equipment and any Customer Equipment, as appropriate;
 - (f) accept that where the Agile Connect Service provides access to the Internet, the use of the Internet is at the Customer's own risk; and
 - (g) for virtual SD WAN Device:
 - (i) support BT in any diagnostic activities that will be required; and
 - (ii) inform BT of any planned work on compute infrastructure housing a virtual SD WAN Device.

4.2 Associated Services (Enabling Services) and Third Parties

4.2.1 The Customer will have the following Enabling Services in place that will connect to the Agile Connect Service and are necessary for the Agile Connect Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:

- (a) for Transport Independent VPN, an access line which may be a BT provided access line or a Customer provided access line; and
- (b) one of the following WAN services:
 - (i) BT IP Connect Global;
 - (ii) BT IP Connect UK
 - (iii) BT Internet Connect Global;
 - (iv) BT Internet Connect UK.
 - (v) BT Internet Connect Reach; or
 - (vi) Customer provided connectivity from third party.
- (c) for virtual SD WAN Devices specific:
 - (i) a suitable generic Customer Equipment or BT Equipment as per the BT design guidelines;
 - (ii) BT Compute infrastructure; or
 - (iii) a third party cloud service approved by BT;

4.2.2 The Customer shall ensure that any Enabling Services:

- (a) not provided by BT shall be timely provided and the proper working of any Customer provided connectivity as per BT's technical design guidelines; or
- (b) provided by BT is timely ordered by the Customer from BT as per BT's guidelines.

4.2.3 This Service Annex will not apply for the provision of the BT IP Connect Global, BT IP Connect UK, BT Internet Connect Global, BT Internet Connect UK and BT Internet Connect Reach services as those services will be governed by their separate terms and conditions which need to be first contracted by the Customer with BT.

4.3 During Service Delivery



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- 4.3.1 Before BT starts with the commissioning of the Agile Connect Service, the Customer will prepare and maintain the Site for the installation of BT Equipment and supply of the Agile Connect Service, including, without limitation:
- (a) In the event the Customer has not selected the Managed Installation Service Option, based on the information provided by BT it is the Customer's sole responsibility;
 - (i) with the physical BT Equipment scenario, to self-install and configure the WAN Router on the Agile Connect Service at that Site(s);
 - (ii) with the virtual SD WAN Device scenario, to self-install and deploy the software image, including bootstrap and make the software accessible to BT;
 - (b) In the event BYOD scenario has been selected, it is the Customer's sole responsibility to use only a hardware as specified by BT and strictly as per the design instructions BT provides to the Customer. The Customer will provide the serial number of the Customer Equipment the Customer provided on its own to BT as part of the ordering process for BT, to be able to incorporate it to the managed service from BT.

4.3.2 **Acceptance Tests.** After receiving Notice from BT, the Customer will promptly carry out the Acceptance Tests for the Service. If the Service has not passed the Acceptance Tests due to severe faults, the Customer shall within five (5) Business Days notify BT in writing of such event. The Operational Service Date shall commence as set out in Paragraph 3.2.2 above.

4.4 During Service Operation (applicable on and from the Operational Service Date)

4.4.1 **Incidents.** Where the Customer become aware of an Incident, the Customer will:

- (a) ensure any Incidents will be reported and followed up by the Customer Contact;
- (b) upon BT notifying the Incident have been solved; confirm – as agreed between the Parties – that the Incident is cleared within 24 hours of being informed. If the Customer have not responded within 24 hours of BT's attempt to contact the Customer, the Incident shall be considered being cleared and the trouble ticket will be closed. If the Customer confirms within 24 hours of being informed that the Incident is not cleared, the trouble ticket will remain open, and BT will continue to work to resolve the Incident, until the trouble ticket is closed.

4.4.2 **Customer Equipment.** The Customer will observe the conditions regarding Customer Equipment as set out the Agreement; and in particular a) monitor and maintain any Customer Equipment connected to the Agile Connect Service and b) if used in connection with the Agile Connect Service, connect Customer Equipment only by using the network terminating unit at the Sites.

4.4.3 **Software licenses.** The Customer will comply with the provisions of any software licences provided with or as part of any BT Equipment.

4.4.4 **Access to Internet.** The Customer acknowledges and agrees that where the Agile Connect Service provides access to the Internet, the use of the Internet is at their own risk.

4.5 At the end of the Service

On termination of the Agile Connect Service by either Party, the Customer will in addition to its obligations as set out in the General Terms and Conditions:

- (a) provide BT with all reasonable assistance necessary to remove BT Equipment from the Sites;
- (b) disconnect any Customer Equipment from BT Equipment located at the Sites;
- (c) not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
- (d) arrange for any BT Equipment located at the Sites to be returned to BT; and
- (e) be liable for any reasonable costs of recovery that BT incur in recovering the BT Equipment.

5 Service Management Boundary

5.1 BT will provide and manage the Agile Connect Service as set out in this Service Annex and as set out in the Order up to the demarcation points set out in this Paragraph 5 ("**Service Management Boundary**").

5.2 The Service Management Boundary is either:

- (a) the Customer facing LAN port of the BT Equipment;
- (b) the Customer facing LAN port of the Customer Equipment (as defined in the BYOD section) provided from the Customer at a Site; or
- (c) the virtual LAN port of the virtual BT SD WAN Device deployed on the virtual compute infrastructure. However, with the Agile Connect Service, BT will not be responsible for the underlying hosting platform except if provided by BT as Enabling Service.



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- 5.3 BT will not be responsible for any issues in relation to the quality of the Service, where the Customer is connecting to the Internet via a mobile network or using a Wi-Fi hotspot capability.
- 5.4 BT will have no responsibility for the Agile Connect Service outside the Service Management Boundary.
- 5.5 BT does not make any representations, whether express or implied, about whether the Agile Connect Service will operate in combination with any Customer Equipment or other equipment and software.

6 Charges

The Charges for the Agile Connect Service will, depending on the Options selected, set forward on the Order and will be invoiced and paid in accordance with the applicable provisions as agreed in the Agreement.

7 Service Levels

The Service Levels as set out in the General Service Schedule shall apply for the Agile Connect Service. Any Service Levels for Enabling Services(s) provided by BT are subject to the separate terms of such Enabling Service.

8 Data Processing

In relation to the data processing provisions as set out in the General Terms and Conditions of the Agreement, the nature of the Service – a software defined overlay virtual private network (VPN) to BT Customers across underlay BT connectivity services including IP Connect Global, Internet Connect Global, Internet Connect Reach and other 3rd party access networks specified by the BT Customer – doesn't include any Processing of Customer personal data as BT will have no access to the content the Customer sends over the network via this Service. No Personal Data is utilised by BT beyond that needed for provisioning, assurance and billing purposes. BT is the Controller for this Personal Data.