



## 1 Definitions and Abbreviations

The following definitions apply, in addition to those in the General Terms and Conditions and the General Service Schedule.

**"Application"** means a computer program supporting a business task, such as order processing, payroll e-mail and enterprise resource planning.

**"Application Policy"** has the meaning given in Paragraph 2.2.3.

**"Application Priority List"** means the list of Applications provided by the Customer to BT that lists the priority that Applications are to be given.

**"BT IP Connect Global"** means BT's private, global, IP-based VPN service based on Multi-Protocol Label Switching industry standards.

**"Cloud Connect Direct"** means a feature available with BT IP Connect Global offering the Customer private access direct to a third party cloud service provider with whom BT has built one or more interconnection points globally on the BT network.

**"Cloud Management System"** means the BT platform used to manage the Service.

**"Configuration Policy"** has the meaning given in Paragraph 2.2.3.

**"Customer Requirements Form"** or **"CRF"** means the form that sets out the requirements for the Service as agreed between BT and the Customer.

**"Data Capture Form (DCF)"** means the form completed by the Customer and BT, which captures further details of the Service as set out in the DCF and as agreed (where relevant) between BT and the Customer; the DCF forms part of the Agreement.

**"Enabling Service"** has the meaning given in Paragraph 2.4.

**"GRE Tunnel"** means the encapsulation protocol for network layer traffic.

**"GS Portal"** means the portal available at: [www.mybt.com](http://www.mybt.com) that the Customer can access for Service information, details of which are provided in the Customer handbook.

**"LAN"** means local area network, the infrastructure that enables the ability to transfer IP services within Site(s) (including data, voice and video conferencing services).

**"Incident"** means an unplanned interruption to, or a reduction in the quality of the Service or a particular element of the Service.

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

**"Internet Security Infrastructure"** means any security solution including a firewall or proxy implemented by the Customer to secure and monitor Traffic between the Customer Infrastructure and the Internet.

**"IP"** means internet protocol, 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.

**"IPSec"** means IP security; which is a standards-based framework that provides layer 3 services for confidentiality, privacy, data integrity, authentication and replay prevention.

**"IPSec Tunnel(s)"** means a static or dynamic communication path for IP Traffic between two end points.

**"Management Traffic"** means any data sent from a Probe to the Cloud Management System for configuration, reporting or monitoring.

**"Optimisation Agent"** means a computer program which optimises the data needed to provide the Service.

**"Physical Probe"** means BT Equipment that provides optimisation capacity and which is located in the Cloud Management System or by agreement between the Customer and BT at a Site.

**"Probe"** means a Physical Probe or a Virtual Probe.

**"Probe Manager"** means an Optimisation Agent which controls all the other Optimisation Agents.

**"Professional Services"** has the meaning given in Paragraph 2.3.1.

**"Session"** means a unique flow of information in between two IP hosts for a given application.

**"Infovista"** means InfoVista SAS at 6, rue de la Terra De Feu, 91952 Courtaboeuf Cedex, France.

**"SSL"** means secure sockets layer, a cryptographic protocol providing security of data sent over the Internet.

**"Traffic"** means any data, voice or video sent or received which is transferred through a Probe.

**"TCP"** means transmission control protocol, a transport protocol providing a system of acknowledgement and re-transmissions enabling a two way data stream.

**"TLS"** means transport layer security, a cryptographic protocol providing privacy of data sent over the Internet.

**"Virtualisation Platform"** means the part of the WAN permitting the activation of Virtual Probes.

**"Virtual Probe"** means the Optimisation Agent once downloaded onto the Virtualisation Platform.

**"VPN"** mean a virtual private network.

**"VPN Gateway"** means a server provided by the Customer used to terminate the IPSec Tunnel.

**"WAN"** means wide area network, the infrastructure that enables the transmission of data between Sites.

**"Zscaler Service"** means the firewall and Internet proxy service provided by the Customer.



## 2 Service Description

2.1 **Service Overview.** The BT Connect Intelligence Infovista service (the “**Service**”) is one of BT’s Connect Intelligence services based on BT’s supplier Infovista. The Service provides the Customer with information about its Application performance, end-to-end Application prioritisation and protocols acceleration. A number of Probes deployed across the Customer’s network at agreed Sites gather data and optimise them based on Customer agreed parameters. BT Equipment will be deployed and configured at Sites and in BT’s management centre. BT analyses the data and provides reports via the GS Portal (in a format and frequency as agreed with the Customer) and recommendations (as appropriate) to the Customer.

### 2.2 Standard Service Components

The Service has the following Standard Service Components:-

2.2.1 **Cloud Management System Access.** BT will provide access to the Cloud Management System via the GS Portal 24 hours a day, seven days a week.

2.2.2 **Visibility and Self-Management.** BT will provide the Customer with the following on the Cloud Management System:

- (a) real time visibility of the performance of Applications and Traffic across the WAN on a per Application or per Site basis, including:
  - (i) volume of Applications and Traffic;
  - (ii) number of sessions;
  - (iii) TCP metrics;
  - (iv) one way delay;
  - (v) packet loss; and
  - (vi) jitter per flow;
- (b) viewable Applications and Traffic performance reports and metrics on a per Application or per Site basis that are available for one year from the date the information is captured by BT;
- (c) the ability to download reports for one year from the date the information is captured by BT; and
- (d) the ability to manage in accordance with the Application Policy:
  - (i) the Customer’s digital certificates for the acceleration of specific protocols;
  - (ii) the Zscaler Service GRE Tunnel; and
  - (iii) IPsec VPN parameters.

2.2.3 **Policies.** BT will agree with the Customer:

- (a) Application Policy: the configuration of Application priorities using the Application Priority List and the CRF; and
- (b) Configuration Policy: a policy for WAN access and Traffic balancing in accordance with the Application Policy that BT will set out in the Data Capture Form and which may be prioritised by:
  - (i) session;
  - (ii) Traffic type (real-time, batch or interactive); and
  - (iii) importance (top, high, medium and low).

### 2.3 Service Options

The Customer may order any of the following options as set out in any applicable Order and in accordance with the details as set out in that Order:

2.3.1 **Professional Services.** BT will at the Customer’s request provide a Connect Intelligence specialist to:

- (a) assist the Customer with the creation of the Application Priority List; and
- (b) agree the Application Policy and Configuration Policy with the Customer.

2.3.2 **Control.** BT will:

- (a) create and agree in accordance with the Policy:
  - (i) an IPsec Tunnel to VPN Gateway; and
  - (ii) a GRE Tunnel to the Zscaler Service;
- (b) enable base firewall functions;
- (c) enable hybrid VPN capacity; and
- (d) enable the end to end traffic prioritisation mechanism.

2.3.3 **Optimisation.** BT will in accordance with the Policy:

- (a) compress Traffic including TLS/SSL;
- (b) cache Traffic including TLS/SSL; and
- (c) accelerate Traffic.



## BT Connect Intelligence Infovista Service Annex to the General Service Schedule

BT Contract Reference:

Customer Contract Reference (optional):

2.3.4 **Cloud Connect Infovista.** Via the Cloud Connect Direct feature provided under BT IP Connect Global, BT will provide access to the Customer so this Service can be enabled on the third party cloud services.

### 2.4 Associated Services

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

- (a) WAN;
- (b) LAN;
- (c) to permit access to the Cloud Management System from each Physical Probe, access that will be either:
  - (i) Internet access; or
  - (ii) Internet access via MPLS;
- (d) a VPN Gateway where the Customer requests IPSec Tunnel to VPN Gateway;
- (e) a Zscaler Service where the Customer requests GRE Tunnel to the Zscaler Service; and
- (f) BT IP Connect Global with Cloud Connect Direct access, if the Customer requires Cloud Connect Infovista.

2.4.2 If BT provides the Customer with any services other than the 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.

## 3 BT Service Management Boundary (SMB)

3.1 BT will provide and manage the Service in accordance with this Annex and as set out in any applicable Order. BT will have no responsibility for the Service outside the Service Management Boundary.

3.2 The Service Management Boundary is either the:

- (a) port on a Physical Probe; or
- (b) monitoring of Software in the Virtual Probes.

3.3 BT does not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software.

3.4 The Service does not support and BT has no responsibility for faults which result (directly or indirectly) from additional features and configurations of the Service that are done directly by the Customer or by any third party suppliers of the Customer.

3.5 If any part of the Professional Services are performed by BT negligently or in breach of the provisions of this Agreement then, BT will re-perform the relevant part of the Professional Services. This will be the Customer's sole remedy where BT performs the Professional Services negligently or in breach of the provisions of this Agreement

3.6 For any Enabling Services not provided by BT, BT will not be liable for failure to or delay in supplying the Service if the third party supplier delays or refuses the supply of a service to that Site and no alternative service is available at reasonable cost.

## 4 Service Delivery

### 4.1 BT Delivery obligations

In addition to its responsibilities as set out in the remainder of the Agreement, before the Operational Service Date and, where applicable, throughout the provision of the Service, BT will on receipt of an Order:

- 4.1.1 where Professional Services are included in the Agreement, make available the Connect Intelligence specialist as set out in that Order,
- 4.1.2 agree the Application Priority List and the Policy with the Customer;
- 4.1.3 provide the Customer with a target delivery date and will use reasonable endeavours to meet this target delivery date;
- 4.1.4 provide the Optimisation Agent to the Customer for any Virtual Probes;
- 4.1.5 install any Physical Probes at the Sites as set out in the Order;
- 4.1.6 enable the Probes after a reasonable period of stability; and
  - (a) configure the Service as defined on the Order;
  - (b) identify all Applications and Traffic flow patterns across the WAN within a month of BT's installation of the first Physical Probe at the first Site;
  - (c) connect the Service to each Enabling Service.
- 4.1.7 conduct a series of standard tests on the Service to ensure that it is configured correctly; and



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BT Contract Reference:

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4.1.8 on the date that BT has completed the activities in this Paragraph, confirm to you that the Service is available for performance of any Acceptance Tests.

### 4.2 Customer Delivery obligations

In addition to its responsibilities as set out in the remainder of the Agreement, before the Operational Service Date and, where applicable, throughout the provision of the Service, the Customer will:

- 4.2.1 complete the DCF and CRF;
- 4.2.2 comply with the employer disclosure obligations as set out in the General Service Schedule;
- 4.2.3 provide the Application Priority List and by doing so confirm that BT is not responsible for the reduced performance of low priority Applications;
- 4.2.4 agree the Application and Configuration Policy with BT;
- 4.2.5 download and install the Optimisation Agent onto the Virtualisation Platform;
- 4.2.6 inform BT of any changes to the Applications or underlying operating systems that may require a change to the Application and/or Configuration Policy;
- 4.2.7 obtain the relevant approvals from its supplier if the Service is to be supplied on another provider's VPN service;
- 4.2.8 allow Management Traffic across the Internet Security Infrastructure; and
- 4.2.9 for the Optimisation Service Option provide and maintain:
  - (a) a static IP Address routable from all parts of the Customer's WAN for each Probe; and
  - (b) a Virtualisation Platform for each Virtual Probe.

### 4.3 Acceptance Tests

- 4.3.1 The Customer will carry out the Acceptance Tests for the Service within five Business Days after receiving notice from BT ("**Acceptance Test Period**").
- 4.3.2 The Service is accepted by the Customer if the Customer confirms acceptance in writing during the Acceptance Test Period or is treated as being accepted by the Customer if the Customer does not provide BT with notice to the contrary by the end of the Acceptance Test Period.

### 4.4 Operational Service Date

- 4.4.1 Subject to Paragraph 4.3 above, the Operational Service Date will be the earlier of the following:
  - (a) the date that the Customer confirms or BT deems acceptance of the Service in writing in accordance with Paragraph 4.3.2; or
  - (b) the date of the first day following the Acceptance Test Period.
- 4.4.2 If, during the Acceptance Test Period, the Customer provides BT notice that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and provide the Customer notice that BT has remedied the non-conformance and inform the Customer of the new Operational Service Date.

4.5 **Changes before delivery.** If the Customer requests a change to the Service before the planned delivery date, then BT may revise the expected delivery date to accommodate that change.

## 5 In Life Management during operation

### 5.1 BT obligations

- 5.1.1 In addition to its responsibilities as set out in the remainder of the Agreement; on and from the Operational Service Date, BT will:
  - (a) respond and use reasonable endeavours to remedy an Incident without undue delay as set out in Paragraph 5.3; and
  - (b) maintain the Portal and the Cloud Management System.
- 5.1.2 BT shall not be liable for failure to provide the Service if the Customer has not informed BT of changes as set out in Paragraph 5.2.1; and the Service levels will not apply until BT has agreed in writing to such change.

### 5.2 Customer obligations

In addition to its responsibilities as set out in the remainder of the Agreement; on and from the Operational Service Date, the Customer will:

- 5.2.1 with regard to changes:
  - (a) notify BT of any changes to the Enabling Services or maintenance of the Enabling Services that may reasonably be expected to affect the performance of the Service. In particular, the



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BT Contract Reference:

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- Customer will give BT notice in advance of any infrastructure maintenance on services not provided by BT that impacts the performance of the Service; and
- (b) inform BT of any changes to Applications or the underlying operating system which necessitate a change to the Application and/or Configuration policy.

5.2.2 with regard to the amount of Users;

- (a) maintain a written list of current Users and provide a copy of such list to BT within five Business Days following BT's written request at any time;
- (b) ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order and inform BT within 20 Business Days if:
  - (i) the number of Users increases by more than five per cent; or
  - (ii) the Service is used by Sites not listed on the Order; and
- (c) not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case the Customer will ensure the prior User will no longer have any right to access or use the Service.

### 5.3 Incidents and Service Levels

5.3.1 The Customer will ensure that Users report Incidents to the Customer Contact and not to the Service Desk.

5.3.2 Where the Customer becomes aware of an Incident; the Customer Contact will report any Incidents via telephone to the Service Desk.

5.3.3 If BT detects or if the Customer report an Incident,

- (a) BT will give the Customer a Ticket;
- (b) BT will inform the Customer when it believes the Incident is cleared and will close the Ticket when:
  - (i) the Customer confirms that the Incident is cleared, or
  - (ii) BT has attempted unsuccessfully to contact the Customer, in the way agreed, and the Customer Contact has not responded within 20 minutes following BT's attempt to contact the Customer Contact.

5.3.4 If the Customer confirms that the Incident is not cleared within 20 minutes after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.

## 6 Charges and Invoicing Terms

6.1 In accordance with the payment, charging and invoicing provisions as set out in remainder of the Agreement, BT will invoice to the Customer:

6.1.1 the Charges in the amounts and currency as set out in any applicable Order; and

6.1.2 any Charges for additional costs BT may incur as set out in the General Service Schedule and General Terms and Conditions.

6.2 BT may use the data available on the Cloud Management System to identify an increase in the number of Users or the use of the Service by Sites not set out in the Order. BT will notify the Customer in writing, where:

- (a) the number of Users is more than five per cent above the number set out in the Order, or
- (b) there are Sites using the Service not listed in the Order.

The Parties shall then agree - without undue delay and by signature of a new Order - the new applicable Charges with regard to the updated list of Users and/or Sites.

## 7 Minimum Period of Service and Early Termination Fees

7.1 The Minimum Period of Service shall be agreed on the Order.

7.2 Depending on the pricing model opted by the Customer; there are two standard options available:

- (a) a period of 36 consecutive months beginning on the Operational Service Date. Any additions to the Service not included on the initial Order, shall have a period of 12 consecutive months commencing on the date that the additions are activated on the Service; and
- (b) a period of 12 consecutive months beginning on the Operational Service Date. Any additions to the Service not included on the initial Order shall have a new minimum period of service of 12 consecutive months commencing on the date that the additions are activated on the Service.

7.3 In the event the Customer would early terminate for convenience or BT would terminate for material breach by the Customer, the early termination fees as set out in the General Service Schedule or in the Order shall apply. For the avoidance of doubt BT Equipment means the Probes and respective license.

## 8 Service Levels



## BT Connect Intelligence Infovista Service Annex to the General Service Schedule

BT Contract Reference:

Customer Contract Reference (optional):

Except where specifically otherwise agreed on the Order,

- only the Availability Service Levels and its respective Service Credits as set out in the General Service Schedule apply to this Service; and
- the Availability Service Level category for this Service is category F (being 99.50%).

### 9 Processing of Personal Data

In relation to the data processing provisions as set out in the General Terms and Conditions of the Agreement, this Service provides the Customer visibility, control and optimisation of their business critical applications across BT provided networks but no personal data is utilised or processed by BT acting as Data Processor with regard to this Service. However, as the Service provides to the Customer the ability to monitor and report on User data, the Customer is liable to ensure it complies with the employer disclosure obligations as set out in the General Service Schedule.