



1 Definitions and Abbreviations

The following definitions 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 Service and that the Service is ready for use save for any minor non-conformities, which will be resolved as an Incident as set out in this Service Annex.

"Authorised User" has the meaning as further set out in this Service Annex.

"Branch Site(s)" means a remote Site where end Users are located, connected via a WAN to enable access to the master application/data servers. Local servers may exist at these locations for local-only services.

"Customer Commit Date" has the meaning as set out in the General Service Schedule.

"Customer Contact" has the meaning as set out in the General Service Schedule.

"DMVPN" means a Cisco IOS software service that builds a dynamic tunnel overlay network with or without Encryption.

"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.

"Enabling Service" means another service that is necessary for the Service to function as further described in this Service Annex.

"Host Site(s)" means a Site where the Customer's master application/data servers are located. End User traffic is mainly destined for services located at this location. It is possible for end Users to be located at a Host Site.

"Incident" means an unplanned interruption to, or a reduction in the quality of, the Service or particular element of the 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 Service" or **"IBO"** has the meaning as further set out in this Service Annex.

"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.

"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.

"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 communication path between two end points. IPSec Tunnels can be either static or dynamic.

"Intranet" means a local or restricted communications network, created using world wide web software.

"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).

"Network Terminating Unit" or **"NTU"** has the meaning as set out in the General Service Schedule.

"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.

"Service" has the meaning given in Paragraph 2 of this Service Annex.

"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.

"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.

"WAN Acceleration Service" or **"WAAS"** means a service that provides WAN optimisation and application acceleration. The service optimises and accelerates traffic in a WAN network to produce a faster and more efficient WAN Service for Branch Sites.

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

"100.64.0.0/10 Block" means a reserved IP address used for communications between a service provider and its subscribers when using a carrier-grade network address translation.



2 Service Description

2.1 Service Summary

BT will provide the Customer with a set of managed services that will enable the Customer to automatically route and optimise network traffic and gain visibility of the performance of certain applications. This is done by integrating the Connect Intelligence IWAN service with the Customer network. BT will provide the Connect Intelligence IWAN service in the form of BT Equipment which will be located at the Customer Site(s).

The 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,

(the “**Service**”).

2.2 Standard Service Components

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

2.2.1 Application Visibility and Control

BT will:

- provide a Service that enables identification, classification and monitoring of the Customer network, application data and performance metrics;
- provide the Customer with visibility of the performance of their Customer network and applications, through reports and live dashboards, with the ability to drill down at Site, User, application and Access line level;
- where permitted by applicable law (including local laws), export data collected in connection with the Service to a BT hosted central system for analysis and reporting, and make it visible to the Customer via a set of standard reports and near live dashboards; and
- monitor:
 - traffic statistics;
 - URL visibility;
 - application response times; and
 - media performance

2.2.2 Connect Intelligence Specialist Support

BT will:

- provide the Customer with access to dashboards and reports via a portal. The dashboard and reports will provide visibility of application performance, top applications recognised, and traffic information including details of outgoing and incoming traffic at Site and application level;
- appoint a Connect Intelligence specialist who will provide the Customer with a remote session to present and explain the dashboard and reporting tool. This session will last up to four (4) hours. The Connect Intelligence specialist will also provide the Customer with a monthly report covering capacity management analysis, advice and recommendations. Any additional work performed by the Connect Intelligence specialist beyond the tasks set out in this Paragraph is subject to an additional Order for which additional Charges shall be agreed;
- provide the Customer with a User-guide; and
- provide any changes to the monthly report and dashboard subject to applicable additional Charges as agreed on an Order.

2.2.3 Additional Services

2.2.3.1 BT will also provide:

- Security Management – management of the Service within our security guidelines;
- Service Continuity Management – the provision of a Service recovery strategy;
- Availability Management – providing Service outage analysis, managing resiliency and risk reduction design activity.

2.2.3.2 Furthermore, BT will install, manage, maintain, monitor, configure and commission the BT Equipment. BT will provide Incident management as set out in Paragraph 3. BT will also provide proactive fault management on the BT Equipment as set out in the Order.

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:



BT Connect Intelligence IWAN Service Annex to the General Service Schedule

BT Contract Reference:

Customer Contract Reference (optional):

2.3.1 Transport Independent VPN

2.3.1.1 BT will:

- (a) apart from as set out in Paragraph 2.3.1.1 (b) and 2.3.1.1 (d), provide 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 their network and the Internet using Encryption technology;
- (b) in certain circumstances, provide Transport Independent VPN without Encryption except in countries where Encryption is not permitted for legal and/or regulatory reasons;
- (c) use DMVPN to provide point to point IPsec Tunnels between the Host Site and Branch Sites and dynamic IPsec Tunnels between Branch Sites; and
- (d) provide an Internet breakout service ("IBO") that will allow the Customer to restrict access to the Internet from VPN Sites using Managed Routers. Internet traffic presented on the Customer LAN port and the Managed Router will route Internet traffic onto Internet Access without Encryption so that Internet traffic does not travel through the IPsec Tunnel; and
- (e) provide an Internet LAN service ("iLAN") that provides the Customer with an additional port with unrestricted Internet access, which typically can be used for a guest LAN or WiFi access to the Internet.

2.3.1.2 As agreed by Order, BT will either provide Transport Independent VPN with Application Visibility and Control and Connect Intelligence Specialist Support or as a standalone option without Application Visibility and Control and Connect Intelligence Specialist Support.

2.3.1.3 The Customer will not be able to:

- (a) get access to the VPN from the iLAN port;
- (b) initiate connectivity to the Site from the Internet or host WEB services.

2.3.2 WAN Traffic Balancing

BT will:

- (a) provide a Service which allows the Customer to securely improve their WAN efficiency and availability and ensure WAN performance for application traffic that the Customer defines as business critical while offloading non critical traffic over the Internet;
- (b) deliver intelligent path control for application-aware routing, which selects paths by looking at specific packet attributes (e.g. DSCP marking, source/destination IP address or source/destination port) or application type, performance requirement and a predefined set of policies based on the needs of the applications and the status of the path;
- (c) continuously measure 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; and
- (d) recommend a configuration policy in writing, which BT will implement upon agreement with the Customer.

2.3.3 WAN Optimisation

BT will:

- (a) provide an optimisation and application acceleration Service based on the WAN Acceleration Service (WAAS);
- (b) reduce the size of WAN traffic loads by applying data compression to network traffic, removing redundant data from the WAN and also adjusting TCP window sizes to correct for packet loss and to reduce the number of data retransmissions necessary;
- (c) accelerate application performance using application-specific protocol acceleration; and
- (d) provide full management of this Service Option.

2.3.4 Application Experience

BT will:

- (a) provide a service that delivers faster Intranet and Internet applications and content while offloading the network using caching and content prepositioning; and
- (b) only provide this Service Option if Customer also order the WAN optimisation Service Option at the same Site.

2.3.5 Maintenance

A number of maintenance service options are available, which may vary from country to country and will be set out in the Order.

2.4 Bandwidth



BT Connect Intelligence IWAN Service Annex to the General Service Schedule

BT Contract Reference:
Customer Contract Reference (optional):

- 2.4.1 BT will recommend the appropriate bandwidth for the enabled Services, including bandwidth overhead, required to support the policies set up and bandwidth required to transport reporting data to the BT server. The Customer can order any new bandwidth equipment or configuration changes which are necessary for the Customer to use the Service subject to additional charges. BT are not responsible for complete Service failures or the Service working incorrectly if the Customer does not install the recommended bandwidth.

3 BT Obligations

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

3.1 General

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

- (a) contact details for the helpdesk that the Customer will be able to contact to submit service requests, report Incidents and ask questions about the Service ("**Service Desk**"); and
- (b) a date on which delivery of the Service (or each part of the Service, including to each Site) is due to start ("**Customer Commit Date**") and will use commercially reasonable endeavours to meet any Customer Commit Date.

3.2 During Service Delivery

As part of the commissioning of the Service, BT will:

- (a) configure the Service;
- (b) conduct a series of standard tests on the Service to ensure that it is configured correctly;
- (c) connect the Service to each Enabling Service; and
- (d) on the date that BT have completed the activities in this Paragraph 3.2, confirm to the Customer the Operational Service Date or if applicable, confirm to the Customer that the Service is available for performance of any Acceptance Tests as set out in Paragraph 4.3.2 below.

The Service will be deemed to have been accepted and the Operational Service Date will be the earlier of the following:

- (a) once the Customer has carried out the Acceptance Tests and confirmed acceptance in writing;
- (b) after five (5) Business Days following the Acceptance Test period.

In the event that the Acceptance Tests are not passed, BT will remedy the non-conformance without undue delay and notify the Customer that BT have remedied the non-conformance, and 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 web 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 General Service Schedule.

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 Service against unauthorised or unlawful access or use.

3.4 At the end of the Service

On termination of the Service by either Party, BT:

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

4 Customer Obligations

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

4.1 General

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



BT Connect Intelligence IWAN Service Annex to the General Service Schedule

BT Contract Reference:
Customer Contract Reference (optional):

- (a) provide BT with its obligations as set out in the General Service Schedule including but not limited to the provision of information, appointing a Customer Contact and observing the Acceptable Use Policy;
- (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 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 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 Service.

4.2 Associated Services and Third Parties

4.2.1 The Customer will have the following 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) 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 Internet Connect Global; or
 - (iii) BT Internet Connect Reach.(each an "**Enabling Service**").

4.2.2 This Service Annex will not apply for the provision of the BT IP Connect Global, BT Internet Connect Global 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

4.3.1 Before BT starts with the commissioning of the Service, the Customer will prepare and maintain the Site for the installation of BT Equipment and supply of the Service, including, without limitation:

- (a) carry out any work and internal cabling as set out in the General Service Schedule; and
- (b) provide a secure, continuous power supply at the Site for the operation and maintenance of the Service and BT Equipment at such points and with such connections as BT specify. In order to mitigate any Service interruption resulting from failure in the principal power supply, the Customer will provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards; and

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, 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 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 as set out in the General Service Schedule;
- (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 in the General Terms and Conditions and General Service Schedule of the Agreement; and in particular a) monitor and maintain any Customer Equipment connected to the Service and b) if used in connection with the Service, connect Customer Equipment only by using the NTU at the Sites.

4.4.3 **Users.** The Customer will:

- (a) ensure that the maximum number of Users that the Customer authorises to access and use the Service ("**Authorised Users**") will not exceed the permitted number of User identities set out in the Order; and



BT Connect Intelligence IWAN Service Annex to the General Service Schedule

BT Contract Reference:
Customer Contract Reference (optional):

- (b) not allow any Authorised User subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual Authorised User, in which case the Customer will ensure the prior Authorised User will no longer have any right to access or use the Service.

4.4.4 **Access to Internet.** The Customer acknowledge and agree that where the Service provides access to the Internet, the use of the Internet is at their own risk.

4.4.5 **Access to Emergency Services.** The Customer acknowledge and agree that the Service does not provide the ability for Users to call the emergency services and that alternative arrangements should be made to cover this including the maintenance of a fixed telephone number.

4.5 At the end of the Service

On termination of the 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 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:

- the Customer facing LAN port of the BT Equipment provided at a Site; or
- any other BT port that interfaces with the Customer Equipment at a Site.

5.3 BT will have no responsibility for the Service outside the Service Management Boundary.

5.4 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.

6 Charges

The Charges for the 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 General Terms and Conditions and the General Service Schedule of the Agreement.

7 Service Levels

7.1 Only the On-Time Delivery Service Level, its applicable Service Credits and Conditions as set out in the General Service Schedule applies to this Service. Any other Service levels set out in the General Service Schedule shall not apply to this Service.

7.2 For the avoidance of doubt;

- (a) If the Customer request a change to the Service or any part of the Service, including, without limitation, any IP Address location, then BT may change the Customer Commit Date to accommodate that change.
- (b) The On-Time Delivery Service Level does not apply to upgrades and/or changes to the Services, unless these require the installation of new components and have an agreed delivery date, in which case the Customer Commit Date will be that agreed delivery date.
- (c) BT may expedite delivery of the Service for operational reasons or in response to a request from the Customer, but this will not revise the Customer Commit Date.

8 Minimum Period of Service, Termination and Termination Charges

The applicable Minimum Period of Service and any termination conditions are subject to the provisions as agreed in the General Terms and Conditions and the General Service Schedule. For the termination of this Service, the termination Charges as set out in the General Service Schedule will apply.

9 Data Processing

In relation to the data processing provisions as set out in the Agreement, the nature of the Service - network and application level optimisation technologies and services - doesn't include any Processing of Customer personal data as the Service uses network and application level data but nothing from an end user is captured or utilised. No Personal Data is utilised by BT beyond that needed for provisioning, assurance and billing purposes. BT is the Controller for this Personal Data.