



## 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 Service and that the Service is ready for use. Any minor non-conformities may not hinder the acceptance and will be resolved in due time.

**"BT Portal"** means an online web page the Customer can access to view the current status of the Customer's Service.

**"Customer Contact"** has the meaning as set out in the Agreement.

**"CSP Device"** means the CSP Hardware and the Operating System Software Layer which, for the purposes of this Schedule, is BT Equipment.

**"CSP Hardware"** means any equipment (including Software embedded in or run on such equipment) that is able to run the Operating System Software Layer, that BT provides, maintains or manages as part of the Service, that is located at a Site, and for the purposes of this Schedule, is BT Equipment.

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

**"End User Licence Agreement"** or **"EULA"** has the meaning given in Paragraph 2.5.

**"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.

**"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 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.

**"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).

**"Operating System Software Layer"** means the operating system running on the CSP Hardware that manages the hardware resources (central processing unit/memory/storage) and acts as a virtualization layer to abstract the service functions implemented by each Virtual Service from the underlying hardware.

**"Service"** has the meaning given in Paragraph 2.

**"Service Desk"** means the helpdesk that the Customer is able to contact to submit service requests, report Incidents and ask questions about the 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.

**"Supplier"** means Cisco Systems, Inc. or its affiliates.

**"Technically Compliant"** means a status where a Virtual Service passes performance testing and delivers the features on a functional feature set accepted and agreed by and within BT.

**"Ticket"** means the unique reference number provided by BT for an Incident and that may also be known as a **"fault reference number"**.

**"Virtual Machine"** means a software computer that, like a physical computer, runs an operating system and applications, that is comprised of a set of specification and configuration files and is backed by the physical resources of the CSP Device.

**"Virtual Routing Service"** means a virtual service that is compatible with the Service and provides routing capabilities to the CSP Device. The Virtual Routing Service also provides BT with management connectivity to the Service to manage the Standard Service Components and the Service Options as further set out in Paragraph 2.3.1.

**"Virtual Service"** means an application that is hosted on the Virtual Services Hosting Service.

**"Virtual Services Hosting Service"** means a hosting service of the Virtual Service on the CSP Device as further set out in Paragraph 2.3.2.

**"Virtual Services Management and Orchestration"** means a centrally BT hosted orchestration solution used to perform the tasks of resources management, lifecycle Virtual Machine management and Virtual Service workflow management, including activation of the Virtual Routing Service centrally for the Service as further set out in Paragraph 2.2.2.

**"VNF"** means Virtual Network Function.

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

## 2 Service Description



## 2.1 Service Summary

BT will provide the Customer with a remotely managed service and orchestration capability that will deliver, manage and orchestrate a variety of virtual services through a software platform on a CSP Device, comprising 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

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

### 2.2.1 BT Equipment - CSP Hardware and Operating System Software Layer

BT will:

- (a) provide, install and configure the CSP Hardware at the Customer's Site, so that the CSP Hardware is integrated into the Customer's network to enable BT to provide the Customer with the other components of the Service;
- (b) provide, install, and configure the Operating System Software Layer and ensure the Operating System Software Layer works with the CSP Hardware;
- (c) provide management and support by:
  - (i) monitoring the CSP Hardware;
  - (ii) monitoring the Operating System Software Layer;
  - (iii) diagnosing and resolving failures on the CSP Hardware and Operating System Software Layer; and
  - (iv) providing usage reports on the CSP Hardware and Operating System Software Layer that the Customer can access via the BT Portal; and
- (d) manage the CSP Hardware and Operating System Software Layer through Virtual Services Management and Orchestration.

### 2.2.2 Virtual Services Management and Orchestration

- (a) BT will perform:
  - (i) resources management that includes monitoring of central processing unit, disk and network health of the CSP Device;
  - (ii) lifecycle Virtual Machine management that provides a way of creating, changing or deleting a Virtual Machine; and
  - (iii) Virtual Service workflow management that allows the CSP Device to support and manage multiple Virtual Services on a single CSP Device and manages the infrastructure to add a new Virtual Service or manage a new Virtual Service on the CSP Device.
- (b) BT will not grant the Customer access to BT's Virtual Services Management and Orchestration platform, unless BT gives the Customer written consent.

## 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 Virtual Routing Service

BT will:

- (a) provide a Virtual Machine on the CSP Device dedicated to the Virtual Routing Service;
- (b) load and configure the Virtual Routing Service Image;
- (c) monitor the Virtual Machine and the Virtual Routing Service;
- (d) diagnose and resolve Incidents on the Virtual Machine and the Virtual Routing Services; and
- (e) provide access to usage reports on the Virtual Routing Service via the BT Portal.

### 2.3.2 Virtual Services Hosting Service

BT will:

- (a) install a Virtual Machine on the CSP Device;
- (b) monitor the Virtual Machine; and
- (c) load the Virtual Service Image onto the Virtual Machine.
- (d) Each Virtual Service will require its own Virtual Services Hosting Service on the same CSP Device.
- (e) As set out in Paragraph 3.5, the Virtual Service itself is not part of the Service.

### 2.3.3 Service Maintenance options



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BT Contract Reference:

Customer Contract Reference (optional):

A number of maintenance options are available, which may vary from country to country. The Service maintenance the Customer has selected is set out in the applicable Order for each Site.

### 2.4 Associated Services and Third Parties

2.4.1 The Customer will have one of 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) BT IP Connect Global;
- (b) BT Internet Connect Global;
- (c) BT Internet Connect Reach;
- (d) any BT WAN service BT may offer in the future whereby BT confirmed this WAN service is compatible with this Service; or
- (e) Customer provided WAN connectivity from third party.

2.4.2 As the Service is unable to support some WAN services, including some BT WAN services, the Customer's own or a third party provided WAN or any existing BT WAN service needs to be confirmed by BT in writing as compatible with the Service.

2.4.3 This Service Annex will not apply for the provision of the BT Enabling Services as those services will be governed by their separate terms and conditions which need to be first contracted by the Customer with BT.

### 2.5 End User Licence Agreement (EULA)

2.5.1 BT will only provide the Service if the Customer has accepted and entered into the applicable EULAs with the Supplier in the form set out at the Appendix. As the EULAs may be amended or updated from time to time, the Customer hereby acknowledges having read and accepted the latest version of these EULAs before placing an Order with BT for this Service.

2.5.2 If the Customer does not comply with EULA,

- (a) BT may restrict or suspend the Service upon reasonable notice;
- (b) the Customer will pay the Charges that are payable for the Service until the Service ends; and
- (c) BT may charge a re-installation fee to start the Service again.

2.5.3 The Customer will enter into the EULA for the Customer's own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between the Customer and the Supplier. The Customer will deal with the Supplier with respect to any loss or damage suffered by the Customer or the Supplier under the EULA and any loss or damage will not be enforceable against BT.

2.5.4 Where the EULA is presented in a 'click to accept' function and the Customer requires BT to configure or install Software on the Customer's behalf, BT will do so as the Customer's agent and bind the Customer to the EULA. For this purpose, the Customer hereby grants to BT a mandate to enter into the EULA in the Customer's name and on its behalf. BT and the Customer may for this also execute a power of attorney as part of the Order.

## 3 Service Management Boundary

3.1 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 3.

3.2 The Service Management Boundary is :

3.2.1 in relation to the CSP Device, and the Virtual Routing Service:

- (a) the LAN port of the BT Equipment provided at a Site; or
- (b) any other BT port that interfaces with the Customer Equipment at a Site; and

3.2.2 in relation to the Virtual Services Hosting Service, up to the Virtual Machine on the CSP Device.

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

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

3.4 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.

### 3.5 Virtual Service

3.5.1 The Virtual Service can be provided by BT or the Customer, but is not included as part of the Service. As result:

- (a) Except if the Virtual Service is provided by BT, BT will have no responsibility for the Virtual Service that runs on the CSP Device.



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BT Contract Reference:

Customer Contract Reference (optional):

- (b) If the Virtual Service is provided by BT, this Service Annex will not apply for the provision of the Virtual Service but such Virtual Service will be governed by its separate terms and conditions which need to be first contracted by the Customer with BT.
- (c) BT reserves the right not to support a particular (non-BT provided) Virtual Service on the Service.

### 4 BT Obligations

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

#### 4.1 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 Service Desk; and
- (b) a Customer Committed Date and will use reasonable endeavours to meet any Customer Committed Date.

#### 4.2 During Service Delivery

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

- (a) install (or arrange for the installation by third party suppliers on BT's behalf) BT Equipment, configure and activate the Service at each Site connect the Service to each Enabling Service;
- (b) connect the Service to each Enabling Service;
- (c) conduct a series of standard tests on the Service to ensure that it is configured correctly and Technically Compliant; and
- (d) on the date that BT have completed the activities in this Paragraph 4.2, 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 5.2.2 below.

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

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

4.2.3 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.

#### 4.3 During Service Operation

4.3.1 On and from the Operational Service Date, BT will:

- (a) regarding Incidents, where the Customer has reported an Incident:
  - (i) give the Customer a Ticket with an unique reference number for the Incident;
  - (ii) 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;
  - (iii) where a CSP Device breaks down, provide the Customer a replacement CSP Device; and
  - (iv) maintain a Portal to provide the Customer with online access to performance reports.
- (b) regarding Planned Maintenance, carry out Planned Maintenance from time to time as set out in the Agreement.
- (c) 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.

4.3.2 BT will not be liable for any delay in rectifying an Incident with the Service, where the Service is connected to a non-BT provided Enabling Service and BT is unable to connect to the CSP Device in order to rectify such Incident.

#### 4.4 At the end of the Service

On termination of the Service by either Party, BT will:

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

### 5 Customer Obligations

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

#### 5.1 General



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BT Contract Reference:

Customer Contract Reference (optional):

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

- (a) comply with its obligations as set out in the General Service Schedule including but not limited to:
  - (i) provisioning of information- including documentation relating to the Enabling Services - that is required in order to deliver the Service,
  - (ii) appointing a Customer Contact;
  - (iii) observing the EULAs;
  - (iv) observing the Acceptable Use Policy;
  - (v) observing the Employer Disclosure obligations.
- (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, 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; and
- (d) having the requisite licences in place for Virtual Routing Service and Virtual Services Hosting Service, as set out in the applicable Order.

### 5.2 During Service Delivery

5.2.1 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) carrying out any work and internal cabling as set out in the General Service Schedule;
- (b) providing 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.

#### 5.2.2 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 4.2 above.

### 5.3 During Service Operation

5.3.1 On and from the Operational Service Date, the Customer will:

- (a) regarding Incidents, where the Customer has reported an Incident:
  - (i) ensure any Incidents will be reported and followed up by the Customer Contact;
  - (ii) upon BT notifying the Incident have been solved; confirm to that the Incident is cleared as agreed in the General Service Schedule;
- (b) regarding Customer Equipment, observe the conditions regarding Customer Equipment as set out 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 network terminating unit at the Sites.

5.3.2 The Customer acknowledges and agrees that where Service provides access to the Internet, the use of the Internet is at their own risk.

### 5.4 At the end of the Service

On termination of the 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.

## 6 Charges



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BT Contract Reference:

Customer Contract Reference (optional):

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 Agreement.

### **7 Service Levels**

The Service Levels as set out in the General Service Schedule shall apply for the Service.

### **8 Changes to this Service Annex and its Applicable Charges**

BT may propose changes to this Service Annex or the Charges (or both) by giving the Customer notice at least 90 days prior to the end of the Minimum Period of Service. Within 21 days of any such notice to amend, the Parties will agree to the BT proposed changes, in which case those changes will apply from the expiry date of the end of the Minimum Period of Service. If BT and the Customer have not reached agreement on the BT proposed changes, the Service shall terminate and BT will cease delivering the Service at the time of 23:59 at the end of the Minimum Period of Service.

### **9 Data Processing**

In relation to the data processing provisions as set out in the Agreement, the nature of the Service – a remotely managed service and orchestration capability that will deliver, manage and orchestrate a variety of virtual services comprising of hardware and software - doesn't include any Processing of Customer Personal Data. No Personal Data is utilised by BT beyond that needed for provisioning, assurance and billing purposes. BT is the Controller for this Personal Data.



## BT Connect Service Platform Service Annex to the General Service Schedule

BT Contract Reference:  
Customer Contract Reference (optional):

### Appendix – End User License Agreements

#### A. Cisco's (general) End User Licence Agreement



CISCO EULA  
(General)

To be printed out and initiated at signature.

See also [https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end\\_user\\_license\\_agreement.html](https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html)

#### B. Cisco's (Supplemental) End User Licence Agreement for Cisco Network Services Orchestrator (NSO)



Cisco Supplemental  
EULA - NSO

To be printed out and initiated at signature.

See also [https://www.cisco.com/c/dam/en\\_us/about/doing\\_business/legal/seula/nso-seula.pdf?dtid=ossdc000283](https://www.cisco.com/c/dam/en_us/about/doing_business/legal/seula/nso-seula.pdf?dtid=ossdc000283)