



Agile Connect Service Schedule to the General Terms

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A note on 'you'

'You' and 'your' mean the Customer.

Words defined in the General Terms

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms.

Part A – The Agile Connect Service

1 Service Summary

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

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 3, ("**Agile Connect Service**").

2 Standard Service Components

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

2.1 Equipment

You may choose one of the following three scenarios set out below for the Standard Service Component:

2.1.1 Physical BT Equipment

- (a) A software deployed WAN Router to be delivered to your Site(s) for you to self-install.
- (b) Any issues during the installation process are your sole responsibility.

2.1.2 Virtual BT Equipment

- (a) The virtual SD WAN Device instance that BT made available at one of the launched cloud service marketplaces (e.g. Azure, AWS) to self-install.
- (b) BT will deploy this virtual SD WAN Device on the virtual compute infrastructure and BT will only be responsible for the virtual SD WAN Device and not for the underlying hosting platform.

2.1.3 Bring Your Own Device

- (a) When you choose to use your own Customer Equipment, it is your sole responsibility to only use hardware as specified by BT and strictly as per the design instructions BT provides to you.
- (b) You will provide the serial number of your Customer Equipment to BT as part of the ordering process for BT to incorporate it into the managed service from BT; ("**Bring Your Own Device**").

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

2.2.1 BT will provide you with access via a Portal enabling you to:

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

2.2.2 The Portal will give you access to:

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

2.2.3 You will be able to:

- (a) reactively monitor your Service on each active Site; and
- (b) interface with your IT helpdesk.

3 Service Options



BT will provide you with any of the following options as set out in any applicable Order ("**Service Options**") and in accordance with the details as set out in that Order:

3.1 **Advanced Analytics**

BT will provide you with reports comprising analysis information at the following levels:

- (a) top Applications at network level;
- (b) VPN level;
- (c) BT Equipment level;
- (d) top users at the network and VPN level;
- (e) top Application and network performance groups;
- (f) BT Equipment level statistic on top user downloads and uploads; and
- (g) Application usage over time.

3.2 **Managed Installation**

BT will send a qualified engineer to the Site to install the physical or virtual BT Equipment.

3.3 **Site Service Move**

3.3.1 BT will move any physical equipment provided or managed by BT as set out in Paragraph 2.1 to another location or within a country ("**Site Service Move**").

3.3.2 It is your responsibility to ensure any Enabling Service is available at the new Site and it meets the technical requirements specified by BT.

3.3.3 Site Service Move does not include a move of your equipment to another country.

3.4 **Transport Independent VPN**

3.4.1 A fully managed IP VPN and Encryption service that:

- (a) enables you to build corporate VPNs across globally dispersed Sites and transfer information securely across your network and the Internet using Encryption technology; and
- (b) provides additional optional features on the Transport Independent VPN as set out in Paragraph 3 and in accordance with the details as may be set out in the applicable Order.

3.4.2 BT will provide an IBO feature that will allow you to restrict access to the Internet from VPN Sites using Managed Routers. Internet traffic presented on your 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.

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

3.4.4 You will not be able to initiate connectivity to a Site from the wider Internet or host web services. ("**Transport Independent VPN**").

3.5 **Application Aware Routing**

3.5.1 BT will provide you with a facility that manages traffic and Applications in order to improve the efficiency of the network ("**Group**").

3.5.2 This feature is only available at Sites with dual uplink access connectivity.

3.5.3 You may allocate specific Applications to three Groups, based on Application signatures or other technical parameters.

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

3.5.5 You will set the target network behaviour for an individual Group by defining the jitter, packet loss and round trip delay target for each Group.

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

3.6 **WAN Traffic Balancing**

3.6.1 This allows you to securely improve your WAN efficiency and availability and ensure WAN performance for Application traffic you define 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.

3.7 **Managed Service**



- 3.7.1 Where you choose Agile Connect Service as a fully managed service by BT, BT will additionally provide a qualified engineer to implement changes on your behalf at the Site(s). This enables you to use the Agile Connect Service as a fully managed service by BT.
- 3.7.2 You, or an authorised person within your organization, will order each change explicitly.

4 Service Management Boundary

- 4.1 BT will provide and manage the Agile Connect Service in accordance with Parts B and C of this Schedule and as set out in any applicable Order up to the demarcation points:
- (a) the Customer facing LAN port of the BT Equipment (or Customer Equipment provided with BYOD Standard Service Component that will be strictly in line with BT hardware and design guidelines) provided at a Site; or
 - (b) any other BT port that interfaces with the Customer Equipment at a Site.
 - (c) ("**Service Management Boundary**").
- 4.2 BT will have no responsibility for service outside the Service Management Boundary.
- 4.3 BT will only be responsible for the virtual SD WAN Device deployed on virtual compute infrastructure and not the underlying hosting platform.
- 4.4 BT will not be responsible for any issues in relation to the quality of the Service, where you are connecting to the Internet via a mobile network or using a Wi-Fi hotspot capability.
- 4.5 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.

5 Associated Services and Third Parties

- 5.1 You will have the following 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:
- 5.1.1 for Transport Independent VPN, an Access Line which may be a BT provided Access Line or a an Access Line provided by you;
 - 5.1.2 one of the following connectivity services that you will order separately and which are defined in a separate Service schedule:
 - (a) BT IP Connect Global.
 - (b) BT IP Connect UK.
 - (c) BT Internet Connect Global.
 - (d) BT Internet Connect UK.
 - (e) BT Internet Connect Reach; or
 - (f) Customer provided connectivity from 3rd party; and
 - 5.1.3 for virtual SD WAN Devices:
 - (a) suitable generic Customer Equipment or BT Equipment as per the BT design guidelines;
 - (b) BT Compute infrastructure;
 - (c) a third party cloud service approved by BT.(each an "**Enabling Service**").
- 5.2 If BT provides you with any services other than the Agile Connect Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.
- 5.3 BT will not be liable for failure to or delay in supplying the Agile Connect Service to a Site if a licenced operator delays or refuses the supply of an Access Line to that Site and no alternative service is available at reasonable cost.
- 5.4 BT will not be liable for failure to or delay in supplying the Service if another supplier delays or refuses the supply of an electronic communications service to us and no alternative service is available at reasonable cost.
- 5.5 In-time availability and proper working of any Customer provided connectivity as per BT's technical design guidelines of the Agile Connect Service will be your sole responsibility.

6 Equipment

6.1 Use of BT Equipment

- 6.1.1 In relation to BT Equipment, you will:
- (a) keep the BT Equipment safe and without risk to health;



- (b) only use the BT Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;
- (c) not move the BT Equipment or any part of it from the Site(s) without BT's written consent and you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation without BT's consent;
- (d) not make any alterations or attachments to, or otherwise interfere with, the BT Equipment nor permit any person (other than a person authorised by BT) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the BT Equipment;
- (e) not sell, charge, assign, transfer or dispose of or part with possession of the BT Equipment or any part of it;
- (f) not allow any lien, encumbrance or security interest over the BT Equipment, nor pledge the credit of BT for the repair of the BT Equipment or otherwise;
- (g) obtain appropriate insurance against any damage to or theft or loss of the BT Equipment;
- (h) in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or miss-use of the BT Equipment or where the BT Equipment is damaged, stolen or lost, except where the loss or damage to BT Equipment is a result of fair wear and tear or caused by BT;
- (i) not claim to be owner of the BT Equipment and ensure that the owner of the Site(s) will not claim ownership of the BT Equipment, even where the BT Equipment is fixed to the Site(s);
- (j) ensure that the BT Equipment appears in BT's name in your accounting books;
- (k) where there is a threatened seizure of the BT Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the BT Equipment; and
- (l) notify any interested third parties that BT owns the BT Equipment.

6.1.2 BT Equipment will remain BT's property at all times and risk in BT Equipment will pass to you upon delivery, whether or not the BT Equipment has been installed.

6.1.3 If requested by BT, you will return the BT Equipment affected by an Incident to BT or to the manufacturer or other third party, in accordance with BT's instructions, for repair or replacement.

6.1.4 BT does not warrant that the Software supplied in accordance with the Contract is free from Incidents, but BT will remedy any defects that materially impair performance (where necessary, by arrangement between both of us) within a reasonable time.

6.2 Security

6.2.1 You are responsible for the proper use of any user names, personal identification numbers and passwords used with the BT Equipment, and you will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.

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

6.3 Software Licence

6.3.1 On and from the Service Start Date, you will comply with the provisions of any software licences provided with or as part of any BT Equipment.

6.4 WEEE Directive

6.4.1 You are responsible under Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("**WEEE Directive**") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("**WEEE**").

6.4.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 6.4 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.

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

7 Specific Terms

7.1 Minimum Period of Service and Renewal Periods

7.1.1 Unless one of us gives Notice to the other of an intention to terminate the Agile Connect Service at least 90 days before the end of the Minimum Period of Service or a Renewal Period, the Agile Connect Service will automatically extend for the Renewal Period up to a maximum of three years in total (including the Minimum Period of Service and Renewal Periods) and both of us will continue to perform each of our obligations in accordance with the Contract.



- 7.1.2 If either of us gives a Notice to the other of an intention to terminate the Agile Connect Service, BT will cease delivering the Agile Connect Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.
- 7.2 Notice to Amend**
- 7.2.1 BT may propose changes to this Schedule, the General Terms or the Charges (or any of them) by giving you Notice at least 90 days prior to the end of the Minimum Period of Service and each Renewal Period ("**Notice to Amend**").
- 7.2.2 Within 21 days of any Notice to Amend, you will provide BT Notice:
- agreeing to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period;
 - requesting revisions to the changes BT proposed, in which case both of us will enter into good faith negotiations for the remainder of that Minimum Period of Service or Renewal Period, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period; or
 - terminating the Contract at the end of the Minimum Period of Service or Renewal Period, as applicable.
- 7.2.3 If we have not reached agreement by the end of the Minimum Period of Service or the Renewal Period, the terms of this Schedule will continue to apply from the beginning of the following Renewal Period unless you give Notice in accordance with this service schedule or BT may give Notice of termination, in which case BT will cease delivering the Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period as applicable.
- 7.3 Customer Committed Date**
- 7.3.1 If you request a change to the Agile Connect Service or any part of the Agile Connect Service, including any BT Equipment or any IP Address location, then BT may revise the Customer Committed Date to accommodate that change.
- 7.3.2 BT may expedite delivery of the Agile Connect Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.
- 7.4 IP Addresses And Domain Names**
- 7.4.1 Except for IP Addresses expressly registered in your name, all IP Addresses and Domain Names made available with the Agile Connect Service will at all times remain our property or the property of our suppliers and will be non-transferable. All of your rights to use such IP Addresses and/or Domain Names will cease on termination or expiration of the Agile Connect Service.
- 7.4.2 BT cannot ensure that any requested Domain Name will be available from or approved for use by the Internet Registration Authorities and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.
- 7.4.3 You warrant that you are the owner of, or are authorised by the owner of the trade mark or name that you wish to use as a Domain Name.
- 7.4.4 You are responsible for all fees associated with registration and maintenance of your Domain Name, and will reimburse us for any and all fees that BT pays to any Internet Registration Authorities, and thereafter be responsible for paying such fees directly to the relevant Internet Registration Authorities.
- 7.5 Invoicing**
- 7.5.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges in the amounts set out in any applicable Order:
- Installation Charges, on the Service Start Date, or where the installation period is estimated to be longer than one month, monthly in arrears starting from when you place an Order until the Service Start Date;
 - Recurring Charges, except Usage Charges, monthly in advance on the first day of the relevant month and for any period where the Agile Connect Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
 - Professional Services Charges;
 - Usage Charges, monthly in arrears on the first day of the relevant month, calculated at the then current rates;
 - De-installation Charges within 60 days of de-installation of the Agile Connect Service; and
 - any Termination Charges incurred in accordance with Paragraph 7.6 upon termination of the Agile Connect Service.
- 7.5.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:



- (a) Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
- (b) Charges for commissioning the Agile Connect Service in accordance with Paragraph 8.2 outside of Business Hours;
- (c) Charges for expediting provision of the Agile Connect Service at your request after BT has informed you of the Customer Committed Date;
- (d) a reactivation fee to re-start the Agile Connect Service following suspension in accordance with Paragraph 9.1.9 and
- (e) any other Charges as set out in any applicable Order or as otherwise agreed between both of us.

7.6 Termination Charges at the end of the Contract

7.6.1 If you terminate the Contract, the Agile Connect Service or any applicable Order for convenience in accordance with Clause 17 of the General Terms you will pay BT:

- (a) all outstanding Charges for service rendered;
- (b) De-installation Charges;
- (c) any remaining Charges outstanding with regard to BT Equipment;
- (d) any additional amounts due under the Contract, including any outstanding licence costs; and
- (e) any other Charges as set out in any applicable Order and any additional Charges that BT has to pay a supplier as a result of early termination of the Agile Connect Service.

7.6.2 In addition to the Charges set out at Paragraph 7.6.1 above, if you terminate during the Minimum Period of Service or any Renewal Period you will pay BT:

- (a) for any parts of the Agile Connect Service that were terminated during the first 12 months of the Minimum Period of Service, Termination Charges, as compensation, equal to:
 - (i) 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service;
 - (ii) 20 per cent of the Recurring Charges for the remaining months, other than the first 12 months of the Minimum Period of Service; and
 - (iii) any waived Installation Charges;
- (b) for any parts of the Agile Connect Service that were terminated after the first 12 months of the Minimum Period of Service or during the Renewal Period, Termination Charges, as compensation, equal to 20 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or Renewal Period.

7.6.3 BT will refund to you any money you have paid in advance after deducting any Charges or other payments due to BT under the Contract.

7.7 Service Amendment

7.7.1 You may request, by giving BT Notice, a change to:

- (a) an Order for the Agile Connect Service (or part of an Order) at any time before the applicable Service Start Date; or
- (b) the Agile Connect Service at any time after the Service Start Date.

7.7.2 If you request a change in accordance with Paragraph 7.7.1, except where a change results from BT's failure to comply with its obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate, including:

- (a) the likely time required to deliver the changed Agile Connect Service; and
- (b) any changes to the Charges due to the changed Agile Connect Service.

7.7.3 BT has no obligation to proceed with any change that you request in accordance with Paragraph 7.7.1, unless and until the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change, are agreed between both of us in writing.

7.7.4 If BT changes the Agile Connect Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, acting reasonably, apply additional Charges.

7.8 Provision of the Service to Site(s) in China

7.8.1 You accept the risk that, due to changing nature of the China domestic and international landscape, the Service may have to be altered, suspended or even discontinued, resulting in degradation or full loss of connectivity which BT will not be responsible for.

7.8.2 BT may terminate and/or suspend the Agile Connect Service at any time in a Force Majeure Event and/or in accordance with applicable Chinese laws, regulations and/or directions from the Chinese authorities. BT will not be liable for any service credits, damages, and/or loss (whether direct or indirect)



resulting from the termination or suspension of the Agile Connect Service in accordance with this Paragraph 7.8.

- 7.8.3 Where you request to route traffic destined for business applications hosted on the Internet through BT's MPLS services for performance reasons, you acknowledge and undertake to BT that:
- (a) the requested applications are not a subject of censorship or blocking by the Chinese government; and
 - (b) the requested applications are used solely for your internal business purposes and will strictly only be available for closed user group access by your Users.



Part B – Service Delivery and Management

8 BT's Obligations

8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Agile Connect Service, BT will:

- 8.1.1 provide you with contact details for the Service Desk;
- 8.1.2 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that you have notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract;
- 8.1.3 provide you with a date on which delivery of the Agile Connect Service (or each part of the Agile Connect Service, including to each Site) is due to start ("**Customer Committed Date**"). BT will use reasonable endeavours to meet any Customer Committed Date;
- 8.1.4 where the Managed Installation option has been selected at a Site(s), install and activate the Agile Connect Service at that Site; and
- 8.1.5 where the Managed Installation option has not been selected at a Site(s), provide information for you to install and configure the Agile Connect Service.

8.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 8.2.1 provide the necessary information for you to configure the Agile Connect Service;
- 8.2.2 connect the Agile Connect Service to each Enabling Service;
- 8.2.3 for any virtual SD WAN Device, deploy the software image on a suitable device defined in the BT design guidelines;
- 8.2.4 conduct a series of standard tests on the Agile Connect Service to ensure that it is configured correctly; and
- 8.2.5 on the date that BT has completed the activities in this Paragraph 8.2, confirm to you that the Agile Connect Service is available for performance of any Acceptance Tests in accordance with Paragraph 9.2.

8.3 During Operation

On and from the Service Start Date, BT:

- 8.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Care Levels in Part C of the Schedule if BT detects or if you report an Incident on the BT Network;
- 8.3.2 will maintain a Portal and server to provide you with online access to performance reports;
- 8.3.3 may carry out Maintenance from time to time and will use reasonable endeavours to inform you at least five
- 8.3.4 Business Days before any Planned Maintenance on the BT Network or BT Equipment, however, BT may inform you with less notice than normal where Maintenance is required in an emergency;
- 8.3.5 will, where you choose Agile Connect Service as a fully managed service by BT, complete any necessary software upgrades, as set out in Paragraph 9.3.13; and
- 8.3.6 may, in the event of a security breach affecting the Agile Connect Service, require you to change any or all of your passwords.

8.4 The End of the Service

On expiry or termination of the Agile Connect Service by either of us, BT:

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

9 Your Obligations

9.1 Service Delivery

Before the Service Start Date and, where applicable throughout the provision of the Agile Connect Service, you will:



- 9.1.1 provide BT with the names and contact details of the Customer Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 9.1.2 provide BT with any information reasonably required without undue delay;
- 9.1.3 responsible for installing and activating the Service at each Site unless the Managed Installation option has been selected;
- 9.1.4 provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Agile Connect Service;
- 9.1.5 complete any preparation activities that BT may request to enable you to receive the Agile Connect Service promptly and in accordance with any reasonable timescales;
- 9.1.6 for the virtual SD WAN Device that will be deployed in your cloud environment, deploy the software image, including bootstrap and make the software accessible to BT;
- 9.1.7 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
- 9.1.8 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:
 - (a) ensure that your Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required); and
 - (b) agree that BT will not be liable for any failure by you to comply with this Paragraph 9.1.8, you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph 9.1.8;
- 9.1.9 be responsible for, and will ensure that you and any of your Users comply with, all applicable licensing and regulatory requirements for use of the Agile Connect Service including the local law and regulations that apply to the export and re-export of any Encryption software or BT Equipment. BT may ask you for proof of compliance with such licensing and regulatory requirements before the Service Start Date. If you are unable to produce such proof to BT's reasonable satisfaction, BT may suspend the Agile Connect Service or cancel any applicable Order and the Charges set out in Paragraph 7.5.2 may apply;
- 9.1.10 not act to miss-use the Agile Connect Service to contravene or circumvent local laws and regulations. Such contravention will be a material breach of the Contract and BT may:
 - (a) suspend the Agile Connect Service and BT may refuse to restore the Agile Connect Service until BT receives an acceptable assurance from you that there will be no further contravention or circumvention; or
 - (b) terminate the Agile Connect Service in accordance with the General Terms, Clause 17;
- 9.1.11 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 the Agile Connect Service;
- 9.1.12 be responsible for obtaining any local import and User licenses and any necessary written authority from the relevant regulatory bodies to enable us to provide you with the Agile Connect Service;
- 9.1.13 ensure that the LAN protocols and Applications you use are compatible with the Agile Connect Service;
- 9.1.14 prepare and maintain the Site(s) for the installation of BT Equipment and supply of the Agile Connect Service, including:
 - (a) 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;
 - (b) carrying out any work that may be required after installation to make good any cosmetic damage caused during installation or maintenance;
 - (c) providing a secure, continuous power supply at the Site(s) for the operation and maintenance of the Agile Connect Service, BT Equipment or Purchased Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the 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
 - (d) providing internal cabling between the BT Equipment and any Customer Equipment, as appropriate.

9.2 Acceptance Tests

- 9.2.1 You will carry out the Acceptance Tests for the Agile Connect Service within five Business Days after receiving Notice from BT in accordance with Paragraph 8.2.5 ("**Acceptance Test Period**").

- 9.2.2 The Agile Connect Service is accepted by you if you confirm acceptance in writing during the Acceptance Test Period or is treated as being accepted by you if you do not provide BT with Notice to the contrary by the end of the Acceptance Test Period.
- 9.2.3 Subject to Paragraph 9.2.4, the Service Start Date will be the earlier of the following:
- (a) the date that you confirm acceptance of the Agile Connect Service in writing in accordance with Paragraph 9.2.2; or
 - (b) the date of the first day following the Acceptance Test Period.
- 9.2.4 If, during the Acceptance Test Period, you provide BT Notice that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and provide you Notice that BT has remedied the non-conformance and inform you of the Service Start Date.

9.3 During Operation

On and from the Service Start Date, you will:

- 9.3.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 9.3.2 ensure that Users do not raise as Incidents any general or training queries concerning the data made visible on the reports and dashboards of the cloud hosted control infrastructure;
- 9.3.3 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;
- 9.3.4 monitor and maintain any Customer Equipment connected to the Agile Connect Service or used in connection with the Agile Connect Service;
- 9.3.5 ensure that any Customer Equipment that is connected to the Agile Connect Service or that you use, directly or indirectly, in relation to the Agile Connect Service is:
- (a) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means;
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the Agile Connect Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (d) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;
- 9.3.6 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 9.3.7 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Agile Connect Service;
- 9.3.8 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Agile Connect Service and:
- (a) immediately terminate access for any person who is no longer a User;
 - (b) inform BT immediately if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
 - (c) take all reasonable steps to prevent unauthorised access to the Agile Connect Service;
 - (d) satisfy BT's security checks if a password is lost or forgotten; and
 - (e) change any or all passwords or other systems administration information used in connection with the Agile Connect Service if BT requests you to do so in order to ensure the security or integrity of the Agile Connect Service.
- 9.3.9 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order;
- 9.3.10 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 you will ensure the prior User will no longer have any right to access or use the Agile Connect Service;
- 9.3.11 ensure that the activation and configuration of the self-install devices is undertaken only by persons who have received the relevant information about the Agile Connect Service;
- 9.3.12 accept that where the Agile Connect Service provides access to the Internet, the use of the Internet is at your own risk;
- 9.3.13 where BT provides you with a Notice concerning any necessary software upgrades, you will, within six weeks from the date of that Notice, upgrade software deployed by BT to its latest version; and
- 9.3.14 for the virtual SD WAN Device:
- (a) support BT in any diagnostic activities that will be required; and



(b) inform BT of any planned work on compute infrastructure housing a virtual SD WAN Device.

9.4 The End of the Service

On expiry or termination of the Agile Connect Service by either of us, you will:

- 9.4.1 disconnect any Customer Equipment from BT Equipment located at the Site(s);
- 9.4.2 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
- 9.4.3 provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s); or
- 9.4.4 arrange for any BT Equipment located at the Site(s) to be returned to BT; and
- 9.4.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

10 Notification of Incidents

Where you become aware of an Incident:

- 10.1 the Customer Contact will report it to the Service Desk;
- 10.2 BT will give you a Ticket;
- 10.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
 - 10.3.1 you confirm that the Incident is cleared within 24 hours after having been informed; or
 - 10.3.2 BT has attempted unsuccessfully to contact you, in the way agreed between both of us in relation to the Incident, and you have not responded within 24 hours following BT's attempt to contact you.
- 10.4 If you confirm that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.
- 10.5 Where the Agile Connect Service includes pro-active monitoring and notification of Incidents and BT becomes aware of an Incident, Paragraphs 10.2, 10.3 and 10.4 will apply.



Part C – Service Levels

11 On Time Delivery

11.1 On Time Delivery Service Level

BT will deliver the Agile Connect Service on or before the Customer Committed Date (“**On Time Delivery Service Level**”).

11.2 On Time Delivery Service Credits

11.2.1 If BT does not meet the On Time Delivery Service Level, you may claim On Time Delivery Service Credits for each Business Day after the Customer Committed Date until the Service Start Date as set out in this Paragraph 11.2.

11.2.2 On Time Delivery Service Credits are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charge for the affected Site.

11.2.3 If both of us have agreed a revised Customer Committed Date in writing, or if BT exercise its right to revise the Customer Committed Date, the calculation of any On Time Delivery Service Credits will be made by reference to the revised Customer Committed Date.

11.3 Exception

11.3.1 The On-Time Delivery Service Level does not apply to upgrades or changes to the Agile Connect Service, unless these require the installation of new components and have an agreed delivery date, in which case the Customer Committed Date will be that agreed delivery date.

11.3.2 BT may expedite delivery of the Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

11.3.3 The On-Time Delivery Service Level does not apply where a BYOD Standard Service Component is used or you have deployed a virtual SD WAN Device.

12 Service Availability

12.1 Availability Service Level

From the Service Start Date, BT will provide the Agile Connect Service with a target availability corresponding to the applicable SLA Category as set out in the table below (“**Availability Service Level**”):

| SLA Category | Annual Target | All Locations |
|--------------|---------------|--|
| Cat A+ | ≥ 99.99% | Agile Connect Controllers (Agile Connect Controllers are highly available and expected to be available at least to the extent necessary for NSGs (not experiencing other issues) to forward customer traffic at least 99.99% of the time |
| Cat B | ≥ 99.90% | |
| Cat C | ≥ 99.85% | |
| Cat D | ≥ 99.80% | |
| Cat E | ≥ 99.70% | |
| Cat F | ≥ 99.50% | |
| Cat G | ≥ 99.00% | |
| Cat H | ≥ 98.00% | |
| Cat I | ≥ 97.00% | |

12.2 Availability Service Credits

12.2.1 If a Severity Level 1 Incident occurs, BT will measure the Availability Downtime for the Site(s) or Circuits starting from when you report or BT gives you notice of a Qualifying Incident, and ending when BT closes the Incident in accordance with Paragraph 10.3.

12.2.2 BT will measure the Availability Downtime in units of full minutes during the Local Contracted Business Hours for Access Line Incidents and during the Contracted Maintenance Hours for BT Equipment Incidents.

12.2.3 BT will then calculate the cumulative Availability Downtime for the calendar months in which the Severity Level 1 Incident occurred (“**Cumulative Monthly Availability Downtime**”).

12.2.4 If the Cumulative Monthly Availability Downtime exceeds the Maximum Monthly Availability Downtime, you may request Availability Service Credits for each Service Credit Interval of 4 per cent of the Monthly Recurring Charges for the relevant Agile Connect Service Site.

13 Resiliency Restoration

13.1 Resiliency Restoration Service Level



From the Service Start date, where you have purchased a Resilient Service and experience a Qualifying Incident on any Resilient Component, , BT aims to restore the Agile Connect Service to the affected Resilient Components within 24 hours of you reporting the Incident or BT detecting the Incident ("**Resiliency Restoration Service Level**"), but the Resiliency Restoration Service Level will not apply where there is a Severity Level 1 Incident (in which case, the Availability Service Level will apply, in accordance with Paragraph 12).

13.2 Resiliency Restoration Service Credits

If the affected Resilient Components are not restored within 24 hours, you may request a Resiliency Restoration Service Credit for each commenced hour in excess of the Resiliency Restoration Service Level of 1 per cent of the total monthly Recurring Charges for the Resilient Service.

14 Network Performance

From the Service Start Date, BT will provide the elements of the Agile Connect Service in the Core Network to the network performance targets for round trip delay, packet delivery and jitter as set out in the Service Levels sections of the relevant Service Schedules e.g. IP Connect Global, Internet Connect Global or Internet Connect Reach.

14.1 Exceptions

The Service Levels will not apply:

- 14.1.1 if there is a Severity Level 1 Incident, in which case, the Availability Service Level will apply, in accordance with Paragraph 12; and
- 14.1.2 for Incidents that occur outside of the Core Network.

15 Requests for Service Credits

- 15.1 You may request applicable Service Credits within 28 days of the end of the calendar month in which a Qualifying Incident occurred by providing details of the reason for the claim. Any failure by you to submit a request in accordance with this Paragraph 15.1 will constitute a waiver of any claim for Service Credits for that calendar month.
- 15.2 Upon receipt of a valid request for Service Credits in accordance with Paragraph 15.1:
 - 15.2.1 BT will issue you with the applicable Service Credits by deducting those Service Credits from your invoice within two billing cycles of the request being received; and
 - 15.2.2 following expiry or termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Service Credits in a reasonable period of time.
- 15.3 Service Credits for all Service Levels will be aggregated and are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charge for the affected Site.
- 15.4 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 15.5 The Service Levels under this Schedule will not apply:
 - 15.5.1 in the event that Clause 8 or Clause 23 of the General Terms applies;
 - 15.5.2 during any trial period of the Agile Connect SD-WAN Service;
 - 15.5.3 in the event of unavailability of the data collected by any virtual SD WAN instance
 - 15.5.4 to Small Service Requests;
 - 15.5.5 if a third party's service or Enabling Service is not connected or functioning; and
 - 15.5.6 to any part of the Agile Connect SD-WAN Service, , where a Customer-Provided BYOD SD-WAN Device is used.



Part D – Defined Terms

16 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading this Schedule.

“Acceptance Test Period” has the meaning given in Paragraph 9.2.1.

“Acceptance Tests” means those objective tests conducted by you that when passed confirm that you accept the Agile Connect Service and that the Agile Connect Service is ready for use save for any minor non-conformities that will be resolved as an Incident in accordance with Paragraph 10.

“Access Line” means a circuit connecting the Site(s) to the BT Network.

“Agile Connect Service” has the meaning given in Paragraph 1.

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

“Application Aware Routing” means ability to route traffic based on the type of Application or group of Applications.

“Availability” means the period of time when the Agile Connect Service is functioning.

“Availability Downtime” means the period of time during which a Severity Level 1 Incident exists as measured by BT in accordance with Paragraph 12.2.1.

“Availability Service Credit” means the Service Credit available for a failure to meet the Availability Service Level, as set out in Paragraph 12.2.4.

“Availability Service Level” has the meaning given in Paragraph 12.1.

“Bring Your Own Device” or **“BYOD”** has the meaning given in Paragraph 2.1.3.

“Business Hours” means between the hours of 0800 and 1700 in a Business Day.

“Circuit” means any line, conductor, or other conduit between two terminals by which information is transmitted, and that is provided as part of the Agile Connect Service.

“Content” means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.

“Contracted Maintenance Hours” means the times during which BT will provide maintenance for BT Equipment, which are Business Hours unless set out otherwise in any applicable Order.

“Core Network” means BT’s network infrastructure between and including the POP, but does not include the Access Line between your Site(s) and the POP.

“Cumulative Monthly Availability Downtime” has the meaning given in Paragraph 12.2.3.

“Customer Committed 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 due to start.

“Customer Contact” means any individuals authorised to act on your behalf for Agile Connect Service management matters.

“Customer Equipment” means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with the Agile Connect Service.

“De-installation Charges” means the charges payable by you on de-installation of the Agile Connect Service that are equal to the then current rates for Installation Charges on the date of de-installation.

“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.

“Domain Name” means a readable name on an Internet page that is linked to a numeric IP Address.

“Enabling Service” has the meaning given in Paragraph 5.1.

“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.

“General Terms” means the general terms that this Schedule is attached to, or where not attached to this Schedule, can be found at www.bt.com/terms, and form part of the Contract.

“Group” has the meaning given in Paragraph 3.5.1.

“IBO” means Internet break-out.

“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.

“Installation Charges” means those Charges set out in any applicable Order in relation to installation of the Agile Connect Service and any BT Equipment as applicable.

“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.

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

"IP Sec Tunnel" means a static or dynamic communication path for IP traffic between two end points.

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

"Local Contracted Business Hours" means the times during which maintenance of any Access Line is provided, which are Business Hours unless set out otherwise in any applicable Order.

"Managed Router" or **"Router"** means a router owned and provided by BT for use with the Agile Connect Service.

"Maximum Monthly Availability Downtime" has the meaning given in the table at Paragraph 12.1 for the relevant SLA Category.

"Minimum Period of Service" means a period of 12 consecutive months beginning on the Service Start Date, unless set out otherwise in any applicable Order.

"Monthly Recurring Charges" means the monthly Recurring Charges for the Agile Connect Service and the sum of the Usage Charges for the three full previous months divided by three.

"On Time Delivery Service Credits" means the Service Credit available for a failure to meet the On Time Delivery Service Level, which are equal to 4 per cent of the Recurring Charges for the applicable Site or Circuit, per day.

"On Time Delivery Service Level" has the meaning given in Paragraph 11.111.1.

"Planned Maintenance" means any Maintenance BT has planned to do in advance.

"Portal" means the BT My Account portal you will use to self-manage elements of the Agile Connect Service.

"Qualifying Incident" means an Incident, except where any of the following events have occurred:

- (a) the Agile Connect Service has been modified or altered in any way by you, or by BT in accordance with your instructions;
- (b) Planned Maintenance;
- (c) you have performed any network configurations that BT did not approve;
- (d) an Incident has been reported and BT cannot confirm that an Incident exists after performing tests; or
- (e) you requested BT to test the Agile Connect Service at a time when no Incident has been detected or reported.

"Recurring Charges" means the Charges for the Agile Connect Service or applicable part of the Agile Connect Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.

"Renewal Period" means for the Agile Connect Service, the initial 90 day period following the Minimum Period of Service, and each subsequent 90 day period.

"Resiliency Restoration Service Credit" means the Service Credit available for a failure to meet the Resiliency Restoration Service Level.

"Resiliency Restoration Service Level" has the meaning given in Paragraph 13.1.

"Resilient Component" means, with respect to a Resilient Service, any of the Access Lines, BT Equipment or Purchased Equipment.

"Resilient Service" means an Agile Connect Service or part of an Agile Connect Service, as set out in any applicable Order, where BT provides:

- (a) two or more Access Lines, to provide more resiliency;
- (b) BT Equipment or Purchased Equipment; and
- (c) maintenance service 24x7x365 in respect of (a) and (b) above; or
- (d) in the case of an IT Service, one that is designed to have high availability and without single points of failure, such that where one component fails the Agile Connect Service is still available.

"SD WAN Device" means hardware that connects to your network and provides a secure overlay network over a mix of WAN transports and for the purposes of this Schedule is BT Equipment.

"Service Care Levels" means the times to respond to or repair an Incident that BT will endeavour to achieve in response to a fault report and that are based on the Access Line, as set out in Paragraph **Error! Reference source not found.**

"Service Credit Interval" has the meaning given in the table at Paragraph 12.1 for the relevant SLA Category.

"Service Desk" means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the Agile Connect Service.

"Service Level" means each of the On Time Delivery Service Level, the Availability Service Level, the Network Performance Service Level and the Resiliency Restoration Service Level.

"Service Management Boundary" has the meaning given in Paragraph 4.1.

"Service Options" has the meaning given in Paragraph 3.



"Severity Level 1 Incident" means a Qualifying Incident that cannot be circumvented and that constitutes a complete loss of service at the Site(s) or Circuit and in respect of a Resilient Service, excluding any loss of service of a Resilient Component where you still have access to the Agile Connect Service through the other back-up Resilient Component.

"Site" means a location at which the Agile Connect Service is provided.

"Site Service Move" has the meaning given in Paragraph 3.3.1.

"SLA Category" means the category, as set out in any applicable Order, which, in accordance with the table set out at Paragraph 12.1, specifies the following in relation to the Agile Connect Service, Site or Circuit:

- (a) Maximum Monthly Availability Downtime; and
- (b) Service Credit Interval.

"Standard Service Components" has the meaning given in Paragraph 2.

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

"Transport Independent VPN" means a fully managed IP VPN and Encryption service which will enable you to build corporate VPNs across globally dispersed Sites and transfer information securely across your network and the Internet using Encryption technology.

"Usage Charges" means the Charges for the Agile Connect Service or applicable part of the Agile Connect Service that are calculated by multiplying the volume of units that you used or incurred in a period (e.g. number of agents using the Agile Connect Service, or the number of minutes the Agile Connect Service was used for) with the relevant fee as set out in any applicable Order.

"VPN" means a Virtual Private Network, which is a network that appears private to your Users while being provided over network infrastructure that is shared with other customers, and unless otherwise agreed in writing, a customer's communications over its VPN are restricted to those Sites belonging to your VPN.

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

"WAN Traffic Balancing" means a method for delivering intelligent path control for Application-aware routing, which selects paths by looking at specific packet attributes or Application type, performance requirement and a predefined set of policies based on the needs of the Applications and the status of the path.