



BT Connect Intelligence – IWAN Schedule to the General Terms

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A note on 'you'

'You' and 'your' mean the Customer.

Phrases that refer to 'either', 'neither', 'each of us', 'both of us', 'we each' or 'we both' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.

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 Service

1 Service Summary

- 1.1 BT will provide you with a set of managed services that will enable you 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 your network. BT will provide the Connect Intelligence IWAN service in the form of BT Equipment that will be located at your Site(s).
- 1.2 The service BT will provide to you is comprised of:
 - 1.2.1 the Standard Service Components; and
 - 1.2.2 any of the Service Options that are selected by you as set out in any applicable Order, (the "**Service**").
- 1.3 Where you select BT Connect Intelligence IWAN under the Managed Service from BT:
 - 1.3.1 Paragraph 6.1 of this Schedule will not apply and in such case Paragraph 5.1 of Managed Service from BT Schedule to the General Terms will apply;
 - 1.3.2 Paragraph 11 of this Schedule will not apply and in such case Paragraph 11 of Managed Service from BT Schedule to the General Terms will apply; and
 - 1.3.3 Part C of this Schedule will not apply and in such case Part C of Managed Service from BT Schedule to the General Terms will apply.
- 1.4 Where you select BT Connect Intelligence IWAN under a Managed Service:
 - 1.4.1 Paragraph 6.1 of this Schedule will not apply and in such case Paragraph 4 of the Managed Service Schedule to the General Terms will apply; and
 - 1.4.2 Paragraph 11 of this Schedule will not apply and in such case Paragraph 4 of the Managed Service Schedule to the General Terms will apply.

2 Standard Service Components

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

- 2.1 **Application Visibility and Control**
 - 2.1.1 BT will:
 - (a) provide a Service that enables identification, classification and monitoring of your network, application data and performance metrics;
 - (b) provide you with visibility of the performance of your network and applications, through reports and live dashboards, with the ability to drill down at Site, User, application and Circuit level;
 - (c) 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 you through a set of standard reports and near live dashboards; and
 - (d) monitor:
 - (i) traffic statistics;
 - (ii) URL visibility;
 - (iii) application response times; and
 - (iv) media performance.
- 2.2 **Connect Intelligence Specialist Support**
 - 2.2.1 BT will:
 - (a) provide you with access to dashboards and reports via the portal that BT makes available to you. 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;

- (b) appoint a specialist ("**Connect Intelligence Specialist**") who will provide you with a remote session to present and explain the dashboard and reporting tool. This session will last up to four hours. The Connect Intelligence Specialist will also provide you with a monthly report covering capacity management analysis, advice and recommendations;
- (c) provide you with a User-guide;
- (d) provide any changes to the monthly report and dashboard in accordance with Paragraph 12 ("**Service Amendment**") and additional Charges will apply; and
- (e) raise additional Charges for any additional work performed by the Connect Intelligence Specialist beyond the tasks set out in points (b) above.

2.3 Additional Services

2.3.1 BT will also provide:

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

2.4 BT will install, manage, maintain, monitor, configure and commission the BT Equipment. BT will provide Incident management as set out in Paragraph 9. BT will also provide proactive fault management on the BT Equipment as set out in the Order.

3 Service Options

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

3.1 Transport Independent VPN

3.1.1 BT will:

- (a) apart from as set out in Paragraphs 3.1.1(b) and 3.1.1(d), provide 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;
- (b) in certain circumstances, provide Transport Independent VPN without Encryption;
- (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) not provide Encryption in countries where Encryption is not permitted for legal and/or regulatory reasons.
- (e) BT will offer additional optional features on the Transport Independent VPN as set out below and in accordance with the details set out in the Order.

3.1.2 BT will:

- (a) provide an Internet breakout service ("**IBO**") 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 onto Internet Access without Encryption so that Internet traffic does not traverse the IPsec Tunnel; and
- (b) provide an Internet LAN service ("**iLAN**") that provides you with an additional port with unrestricted Internet access, which typically can be used for a guest LAN or WiFi access to the Internet.

3.1.3 You will not be able to:

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

3.1.4 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.

3.2 WAN Traffic Balancing

3.2.1 BT will:

- (a) provide a Service which allows you to securely improve your WAN efficiency and availability and ensure WAN performance for application traffic you define 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. You will see the path changes in the Connect Intelligence IWAN reporting tool; and
- (d) recommend a configuration policy in writing, which BT will implement upon agreement with you.

3.3 WAN Optimisation

3.3.1 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 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.

3.4 Application Experience

3.4.1 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 you also order the WAN optimisation Service Option at the same Site.

3.5 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. You are responsible for ordering and paying any Charges for any new bandwidth equipment or configuration changes which are necessary to use the Service. BT is not responsible for complete Service failures or the Service working incorrectly if you do not install the recommended bandwidth.

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

3.7 Service Options may not be available in all countries.

4 Service Management Boundary

4.1 BT will provide and manage the Service as set out in Parts B and C of this Schedule and as set out in the Order up to the demarcation points set out in this Paragraph 4 ("**Service Management Boundary**").

4.2 The Service Management Boundary is either:

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

4.3 For BT Connect Intelligence IWAN with Managed CPE, the Service Management Boundary is the LAN port on the Managed CPE. You are responsible for the cable connecting to the CPE owned by you.

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

4.5 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.

5 Associated Services and Third Parties

5.1 You 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 specify:

- 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; and
- 5.1.2 one of the following WAN services:
 - (a) BT IP Connect Global;
 - (b) BT Internet Connect Global;
 - (c) BT Internet Connect Reach;

(each an "**Enabling Service**").



- 5.2 If BT provides you with any services other than the 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 and conditions.
- 5.3 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.

6 Specific Terms and Conditions

6.1 Termination for Convenience

For the purposes of Clause 17 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate the Service or any Order by giving 28 days' Notice to the other.

6.2 Minimum Period of Service

6.2.1 At the end of the Minimum Period of Service, unless one of us gives Notice to the other of an intention to terminate the Service in accordance with the Contract, BT will continue to provide the Service and both of us will continue to perform each of our obligations in accordance with the Contract until terminated by either one of us in accordance with the General Terms and this Schedule.

6.2.2 BT may propose changes to this Schedule by giving you Notice at least 90 days prior to the end of the Minimum Period of Service ("**Notice to Amend**").

6.3 Access to Internet

6.3.1 You acknowledge and agree that where the Service provides access to the Internet, the use of the Internet is at your own risk.

6.4 Content

6.4.1 Where BT provides you with Content, you acknowledge and agree that:

- (a) the use of Content is at your own risk;
- (b) the Content may change from time to time;
- (c) the Content will only be used for its own purposes and is protected by copyright, trademark, and other Intellectual Property Rights;
- (d) you will not copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the Content;
- (e) BT will not guarantee the accuracy or completeness of the Content;
- (f) you comply with any applicable terms and conditions when accessing Content; and
- (g) access to any Content provided on a subscription basis as part of the Service will cease when this Contract ends.

6.4.2 BT will have no obligation to store Content or any responsibility if stored Content is lost or deleted.

6.4.3 BT recommends that you save copies of information you wish to keep on other devices not connected with the Service.



Part B – Service Delivery and Management

7 Our Obligations

7.1 Service Delivery

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

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

7.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 7.2.1 configure the Service;
- 7.2.2 conduct a series of standard tests on the Service to ensure that it is configured correctly;
- 7.2.3 connect the Service to each Enabling Service; and
- 7.2.4 on the date that BT has completed the activities in this Paragraph 7.2, confirm to you the Service Start Date or if applicable, confirm to you that the Service is available for performance of any Acceptance Tests as set out in Paragraph 8.2.

7.3 During Operation

On and from the Service Start Date, BT:

- 7.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if BT detect or if you report an Incident on the BT Network;
- 7.3.2 will work with the relevant supplier to restore Service as soon as practicable during Local Contracted Business Hours if BT detect, or if you report an Incident on the Access Line;
- 7.3.3 will maintain a web portal and server to provide you with online access to performance reports;
- 7.3.4 may carry out Planned Maintenance from time to time and will endeavour to inform you:
 - (a) at least five Business Days before any Planned Maintenance on the BT Network and/or BT Equipment, however you agree that BT may inform you with less notice than normal where emergency Planned Maintenance is required; or
 - (b) without undue delay for scheduled Access Line maintenance by a supplier; and
- 7.3.5 may, in the event of a security breach affecting the Service, require you to change any or all of your passwords. BT does not guarantee the security of the Service against unauthorised or unlawful access or use.

7.4 The End of the Service

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

- 7.4.1 will provide configuration information relating to the Service provided at the Sites in a format that BT reasonably specifies
- 7.4.2 may delete any Content; and
- 7.4.3 may disconnect and remove any BT Equipment located at the Sites.

8 Your Obligations

8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service by us, you will:

- 8.1.1 provide us with the names and contact details of any individuals authorised to act on your behalf for Service management matters ("**Customer Contact**"), but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 8.1.2 provide us with any information reasonably required without undue delay;
- 8.1.3 provide us with access to any Sites during Business Hours, or as otherwise agreed, to enable us to set up, deliver and manage the Service;
- 8.1.4 complete any preparation activities that BT may request to enable you to receive the Services promptly and in accordance with any reasonable timescales;
- 8.1.5 in jurisdictions where an employer is legally required to make such disclosure to its employees and/or Users;



- (a) inform your employees and Users that as part of the Service being delivered by us, BT may monitor and report to you the use of any targeted applications by your employees and/or Users; and
- (b) ensure that your employees and Users have consented or will be deemed to have consented to such monitoring and reporting (if such consent is legally required), agree that BT will not be liable for any failure by you to comply with this instruction and indemnify us from and against any Claims or action brought by your employees or Users against us arising out of the delivery of Services by us;

8.1.6 ensure that the LAN protocols and applications you use will be compatible with the Service;

8.1.7 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 Service including but not limited to the local law and regulations that apply to the export and re-export of any Encryption software or devices. BT may ask you to produce proof of compliance with such licensing and regulatory requirements before the Service Start Date. If you cannot produce this proof to our satisfaction, BT may suspend Service delivery or cancel any applicable Order and any Charges set out in this Schedule in connection with such suspension or cancellation will apply;

8.1.8 not act to miss-use the Service to contravene or circumvent local laws and regulations. BT will treat any such contravention as a material breach and as such BT may:

- (a) suspend the Service and BT can refuse to restore Service until BT receives an acceptable assurance from you that there will be no further contravention or circumvention; or
- (b) terminate the Service upon written notice;

8.1.9 provide us 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;

8.1.10 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 Service;

8.1.11 prepare and maintain the Site for the installation of BT Equipment and supply of the Service, including, without limitation:

- (a) provide a suitable and safe operational environment for any BT Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with our reasonable instructions and in accordance with applicable installation standards;
- (b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers and/or provide any openings in buildings required to connect BT Equipment to appropriate telecommunications facilities in time to allow us to undertake any necessary installation or maintenance services;
- (c) carry out any work that may be required after installation to make good any cosmetic damage caused during the installation or maintenance services;
- (d) 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 specifies. In order to mitigate any Service interruption resulting from failure in the principal power supply, you will provide back-up power with sufficient capacity to conform to the standby requirements of the applicable British standards; and
- (e) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate.

8.2 Acceptance Tests

8.2.1 After receiving Notice from us under Paragraph 7.2.4, you will promptly carry out the Acceptance Tests for the Service. The Service will be deemed to have been accepted if you have not:

- (a) carried out the Acceptance Tests and confirmed acceptance in writing; or
- (b) notified us in writing that the Service has not passed the Acceptance Tests,

within five Business Days following notification under Paragraph 7.2.4.

8.2.2 Subject to Paragraph 8.2.3, the Service Start Date will be the earlier of the following:

- (a) the date that you confirm acceptance of the Service in writing under Paragraph 8.2.1(a); or
- (b) the date following the fifth Business Day following notification under Paragraph 7.2.4.

8.2.3 In the event that the Acceptance Tests are not passed, BT will remedy the non-conformance without undue delay and notify you that BT has remedied the non-conformance, and inform you of the Service Start Date.

8.3 Service Operation

On and from the Service Start Date, you will:

8.3.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;



- 8.3.2 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 will be available for all subsequent Incident management communications;
 - 8.3.3 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;
 - 8.3.4 ensure that any Customer Equipment that is connected to the Service or that you use, directly or indirectly, in relation to the Service is:
 - (a) connected using the applicable BT Network termination point, unless you have our permission to connect by another means and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment; and
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the Service and will not harm or damage BT Equipment, the BT Network, or any of our supplier's or subcontractor's network or equipment; and
 - (d) approved and used in accordance with relevant instructions and Applicable Law;
 - 8.3.5 immediately disconnect any Customer Equipment, or advise us to do so at your expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
 - 8.3.6 connect equipment to the Service only by using the NTE at the Sites;
 - 8.3.7 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;
 - 8.3.8 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and:
 - (a) inform us immediately if a User 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;
 - (b) take all reasonable steps to prevent unauthorised access to the Service; and
 - (c) satisfy our security checks if a password is lost or forgotten.
 - 8.3.9 ensure that the maximum number of Users that you authorise to access and use the Service ("**Authorised Users**") will not exceed the permitted number of User identities set out in the Order; and
 - 8.3.10 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 you will ensure the prior Authorised User will no longer have any right to access or use the Service.
- 8.4 **The End of the Service**
- On termination of the Service by either one of us, or expiry you will:
- 8.4.1 provide us with all reasonable assistance necessary to remove BT Equipment from the Sites;
 - 8.4.2 disconnect any Customer Equipment from BT Equipment located at the Sites;
 - 8.4.3 not dispose of or use BT Equipment other than in accordance with our written instructions or authorisation;
 - 8.4.4 arrange for any BT Equipment located at the Sites to be returned to us; and
 - 8.4.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

9 Notification of Incidents

- 9.1 Where you become aware of an Incident:
 - 9.1.1 the Customer Contact will report it to our Service Desk;
 - 9.1.2 BT will give you a unique reference number for the Incident ("**Ticket**");
 - 9.1.3 BT will inform you when BT believes the Incident is cleared, and will close the Ticket when:
 - (a) you confirm that the Incident is cleared within 24 hours of being informed; or
 - (b) 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 of our attempt to contact you.
- 9.2 If you confirm that the Incident is not cleared within 24 hours of being informed, the Ticket will remain open, and BT will continue to work to resolve the Incident, until the Ticket is closed as set out in Paragraph 9.1.3.

10 Invoicing

- 10.1 BT will invoice you for the Charges for the Service as set out in Paragraph 10.2 in the amounts and currency specified in any Orders.
- 10.2 Unless stated otherwise in an applicable Order, BT will invoice you for:



- 10.2.1 Installation Charges, on the Service Start Date (or monthly in arrears prior to the Service Start Date for any work carried out where the planned installation period is longer than one month);
 - 10.2.2 Recurring Charges, except Usage Charges, monthly in advance on the first day of the relevant month (for any period where Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis);
 - 10.2.3 Usage Charges, monthly in arrears on the first day of the relevant month, calculated at the then current rates;
 - 10.2.4 De-installation Charges within 60 days of de-installation of the Service; and
 - 10.2.5 any Termination Charges incurred in accordance with Paragraph 11 upon termination of the relevant Service.
- 10.3 BT may invoice you for any of the following Charges in addition to those set out in the Order:
- 10.3.1 Charges for investigating Incidents that you report to us where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
 - 10.3.2 Charges for commissioning the Service as set out in Paragraph 7.2 outside of Business Hours;
 - 10.3.3 Charges for restoring Service if the Service has been suspended in accordance with Clause 10.1.2 of the General Terms;
 - 10.3.4 Charges for cancelling the Service in accordance with Clause 16 of the General Terms;
 - 10.3.5 Charges for expediting provision of the Service at your request after you have been informed of the Customer Committed Date; and
 - 10.3.6 any other Charges set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

11 Charges at the End of the Contract

- 11.1 If you exercise your right under Clause 17 of the General Terms to terminate the Contract or any Service for convenience, you will pay us:
- 11.1.1 all outstanding Charges for Service rendered;
 - 11.1.2 De-installation Charges;
 - 11.1.3 any remaining Charges outstanding with regard to BT Equipment; and
 - 11.1.4 any other Charges set out in the Order.
- 11.2 In addition to the Charges set out at Paragraph 11.1 above, if you terminate during the Minimum Period of Service or any Renewal Period, or if BT terminates the Service for breaching the Contract you will pay us:
- 11.2.1 for any parts of the 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; and
 - (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; and
 - 11.2.2 for any parts of the Service that were terminated after the first 12 months of the Minimum Period of Service, Termination Charges, as compensation, equal to 20 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service.

12 Service Amendment

- 12.1 You may request, by giving us Notice, a change to:
- 12.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or
 - 12.1.2 the Service at any time after the Service Start Date.
- 12.2 If you exercise your right under Paragraph 12.1, and except where a change results from our failure to comply with our obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate, including:
- 12.2.1 the likely time required to deliver the changed Service; and
 - 12.2.2 any changes to the Charges due to the changed Service.
- 12.3 BT has no obligation to proceed with any change that you request under Paragraph 12.1, unless and until BT has both agreed in writing on the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change.



- 12.4 If BT changes a Service prior to the Service Start Date because you have given us incomplete or inaccurate information, BT may, in their reasonable discretion, apply additional reasonable one-time and/or Recurring Charges.

13 IP Addresses and Domain Names

- 13.1 Except for IP Addresses expressly registered in your name, all IP Addresses and Domain Names made available with the 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 Service.
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 You will not use any IP addresses registered to BT or any addresses from the 100.64.0.0/10 Block in your network.

14 BT Equipment

- 14.1 BT Equipment will remain our property at all times and risk in BT Equipment will pass to you upon delivery, whether or not the BT Equipment has been installed.
- 14.2 You will not use BT Equipment other than in accordance with our written instructions or authorisation and will not move, add to, reconfigure, modify or otherwise interfere with BT Equipment, nor permit any other person (other than a person authorised by us) to do so.
- 14.3 You will be liable to us for any loss of or damage to BT Equipment, except where the loss or damage is a result of fair wear and tear or caused by us.
- 14.4 You will not move or relocate any BT Equipment without our prior written consent and you will pay our costs and expenses reasonably incurred as a result of such move or relocation.

15 WEEE Directive

- 15.1 You will be 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**”).
- 15.2 Each of us acknowledge that for the purposes of Article 13 this Paragraph 15 is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 15.3 You will be responsible for any information recording or reporting obligations imposed by the WEEE Directive.
- 15.4 You will indemnify us against any claims or legal proceedings that are brought or threatened against us by a third party which would not have been caused or made had you fulfilled your express or implied obligations under this Paragraph 15 or in connection with the WEEE Directive.
- 15.5 BT will notify you of any such claims or proceedings and keep you informed as to the progress of such claims or proceedings.



Part C – Service Levels

16 On Time Delivery

16.1 On Time Delivery Service Level

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

16.2 On Time Delivery Service Credits

16.2.1 If BT does not meet the On Time Delivery Service Level, you may claim On Time Delivery Service Credits for each day that after the Customer Committed Date until the Service is delivered at the Site, as set out in this Paragraph 16.2.

16.2.2 You may claim On Time Delivery Service Credits by reporting any failure to meet the On Time Delivery Service Level to the Service Desk in accordance with Paragraph 9 (“**Notification of Incidents**”).

16.2.3 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 or Circuit.

16.2.4 If both of us have agreed a revised Customer Committed Date in writing, or if BT exercise our right to revise the Customer Committed Date as set out in Paragraph 16.3.1, the calculation of any On Time Delivery Service Credits will be made by reference to the revised Customer Committed Date.

16.3 Exceptions

16.3.1 If you 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 Committed Date to accommodate that change.

16.3.2 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 Committed Date will be that agreed delivery date.

16.3.3 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.

17 Requests for Service Credits

17.1 You may request applicable Service Credits within 28 days of the end of the calendar month in which an Incident occurred by providing details of the reason for the claim. Any failure by you to submit a request in accordance with this Paragraph 17.1 will constitute a waiver of any claim for Service Credits in that calendar month.

17.2 Upon receipt of a valid request for Service Credits in accordance with Paragraph 17.1;

17.2.1 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

17.2.2 following expiry or termination of the Contract where no further invoices are due to be issued by us, BT will pay you the Service Credits in a reasonable period of time.

17.3 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, us.

17.4 The Service Level under this Schedule will not apply:

17.4.1 in the event that Clause 8 of the General Terms applies;

17.4.2 during any trial period of the Service;

17.4.3 to failures due to any Force Majeure Event;

17.4.4 if you cause a delay or do not provide any requested information in accordance with any reasonable timescales BT tell you about;

17.4.5 to any Incident not reported in accordance with Paragraph 9 above; or

17.4.6 if you have not complied with the Contract.



Part D – Defined Terms

18 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the following 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):

“Acceptance Tests” means those objective tests conducted by you, which, when passed confirm that you 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 Paragraphs 7.3.1 and 7.3.2.

“Access Line” means a Circuit connecting a Site to the BT Network.

“Authorised User” has the meaning given in Paragraph 8.3.9.

“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.

“BT Network” means the communications network owned or leased by us and used to provide the Service.

“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 Service.

“Connect Intelligence Specialist” has the meaning given in Paragraph 2.2.1(b).

“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 will be Business Hours unless specified otherwise in the Order.

“CPE” means Customer Premises Equipment which is any equipment (including Software embedded in or run on such equipment), whether BT Equipment, Purchased Equipment, Supplied Equipment or equipment owned by you, which is provided, maintained or managed by BT as part of the Service and which is located at a Site, access to which can be granted by you to BT.

“Customer Committed Date” has the meaning given in Paragraph 7.1.2.

“Customer Contact” has the meaning given in Paragraph 8.1.1.

“Customer Equipment” means any equipment including any Software, other than BT Equipment, used by you in connection with a Service.

“Customer Requirements Form” means the form that sets out the requirements for the Service agreed between the both of us.

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

“DMVPN” means a Cisco IOS software service that builds a dynamic tunnel overlay network with or without encryption.

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

“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” has the meaning given in Paragraph 5.1.

“Host Site(s)” means a Site where your 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.

“Installation Charges” means those Charges set out in the Order in relation to installation of the Service and/or Customer Equipment and/or BT Equipment as applicable.

“Integrated Services Digital Network” or **“ISDN”** means a set of communication standards for simultaneous digital transmission of voice, video, data, and other network services over the traditional circuits of the PSTN.

“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 set out in Paragraph 3.1.2(a).

“Internet LAN” or **“iLAN”** has the meaning set out in Paragraph 3.1.2(b).

“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.

“Internet Registration Authority” means an internationally recognised organisation that logs the registered owners of Domain Names and manages Domain Name registries for the country or international community that it represents.



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

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

“**IPSec Tunnel(s)**” means a 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).

“**Local Contracted Business Hours**” means the times during which maintenance of any Access Line is provided, which will be Business Hours unless specified otherwise in the Order.

“**Managed Router**” means the router is provided, installed, managed, maintained, monitored and configured by us.

“**Managed Service**” means a managed voice or/and data telecommunications service. Management services are provided as an overlay to the following services to provide a fully managed solution:

- (a) Wide Area Network (WAN);
- (b) Local Area Network (LAN);
- (c) Unified Communications (UC).

“**Managed Service Schedule to the General Terms**” means a Service Schedule for Managed Service that can be found at <https://www.globalservices.bt.com/en/terms-and-conditions>.

“**Managed Service from BT**” means a managed voice or/and data telecommunications service. Management services are provided as an overlay to the following services to provide a fully managed solution:

- (a) Wide Area Network (WAN);
- (b) Local Area Network (LAN);
- (c) IP Telephony (IPT);
- (d) Security;
- (e) Applications such as Microsoft Services and AAL.

“**Managed Service from BT Schedule to the General Terms**” means a Service Schedule for Managed Service from BT that can be found at <https://www.globalservices.bt.com/en/terms-and-conditions/managed-service-from-bt-terms-and-conditions>.

“**Minimum Period of Service**” means a period of 12 consecutive months beginning on the Service Start Date, unless otherwise set out in an Order.

“**Monthly Charges**” means the monthly Recurring Charges for the Service and the sum of the Usage Charges for the three full previous months divided by three.

“**Network Terminating Equipment**” or “**NTE**” means the BT Equipment used to provide the Service, either at the point of connection between the BT Network and the Access Line, or provided at the Sites for connection to the Network Terminating Unit.

“**Network Terminating Unit**” or “**NTU**” means the socket where your wiring, equipment or existing qualifying data service is connected to the Access Line.

“**Notice to Amend**” has the meaning given in Paragraph 6.2.1.

“**On Time Delivery Service Credits**” means 4% of the Recurring Charges for the applicable Site, per day.

“**On Time Delivery Service Level**” has the meaning given in Paragraph 16.

“**PSTN**” means Public Switched Telephone Network, which is the concentration of the world’s public circuit switched telephone networks.

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

“**Renewal Period**” means for each Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

“**Service**” has the meaning given in Paragraph 1.

“**Service Credit**” means any agreed remedy for failure by us to meet a Service Level.

“**Service Desk**” has the meaning given in Paragraph 7.1.1.

“**Service Level**” means the On Time Delivery Service Level.

“**Service Management Boundary**” has the meaning given in Paragraph 4.1.

“**Service Options**” has the meaning given in Paragraph 3.

“**Site**” means a location at which the Service is provided.

“**Standard Service Components**” has the meaning given in Paragraph 2.

“**Ticket**” has the meaning given in Paragraph 9.1.2 and may also be known as a “**fault reference number**”.



“**TCP**” means Transmission Control Protocol.

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

“**Usage Charges**” means the Charges for the Service or applicable part of the Service that are calculated by multiplying the volume of units that you used or have incurred in a period (e.g. number of agents using the Service, or the number of minutes the Service was used for) with the relevant fee that is specified in the Order.

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

“**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.

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

“**WEEE**” has the meaning given in Paragraph 15.1.

“**WEEE Directive**” has the meaning given in Paragraph 15.1.

“**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 NAT.