

BT Connect Intelligence - Dynatrace 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.

Part A – The Service

1 SERVICE SUMMARY

BT will provide you with a right to access and use the Connect Intelligence Service which monitors application and website performance as well as the related elements comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options that are selected by you as set out in any applicable Order, (the "**Service**").

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 Monitoring Device (AMD)**": BT Equipment which will be installed at your Site to provide the Service. This BT Equipment is a passive device which will collect data relating to the traffic traversing the WAN and LAN;
- 2.2 "**Central Analysis Server (CAS)**": collects the data from the Application Monitoring Device and allows the data to be displayed on a dashboard which brings everything together into a single view, aligning business objectives with performance metrics;
- 2.3 "**Analysis Module**": allows for data from specific applications and protocols to be reported on in more granularity;
- 2.4 "**Advanced Diagnostic Server**": provides more detailed information into web performance;
- 2.5 "**Dynatrace Agent**": a single file library that needs to be loaded with the Application being monitored. It is responsible for the deep insight into an Application's execution and also collects information of the running system environment;
- 2.6 "**Web Performance Measurements**": the units used to summarise the number of tests that are required to be performed for you;
- 2.7 "**Application Performance Monitoring**": provides you with an end-user perspective of Application performance and allows for near real-time troubleshooting of user experience, network, server and even back end database transactions. It provides Application and infrastructure performance information to improve the user's experience of business applications and provide the detailed visibility required to optimise the infrastructure that delivers them;
- 2.8 "**Web Performance Monitoring**": allows for the testing of the performance of applications from over 180,000 points of presence around the globe providing visibility into the complexity of geographical disparity, external third parties and Content Delivery Networks, upon the experience of using your web Application. Providing dashboards, alerting, deep dive analytics, and root cause analyser, to help finding an issue on web Application easier.

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 Support Service

BT will provide one of the following Support Service options to you in accordance with the details set out in the DCF and the Order:

3.1.1 Hosted support:

- (a) Support and maintenance of hardware and software of Service BT provides to you;
- (b) Incident management - hardware and software;
- (c) Manage user access requests (My Account Portal);
- (d) Manage upgrades & patched associated to the Service BT provides to you.

3.1.2 Assisted support:

- (a) The Remote Guardian providing support in the following areas:

- (i) Adoption of provided Services;
 - (ii) Troubleshooting, analysis & reporting;
 - (iii) Incident & problem management.
- (b) The Data Interpretation Assistance, where BT will:
- (i) provide assistance to aid the resolution of network or Application performance issues;
 - (ii) prepare a report which will analyse trends in Application performance and identify any of your infrastructure elements that need attention in order to maintain satisfactory performance, to be provided following the end of the agreed reporting period.

3.1.3 Fully Managed Service

BT will provide full-time guardian which is an on-Site resource providing support in the same areas as the Remote Guardian, including:

- (a) Adoption of provided Services,
- (b) Troubleshooting, analysis & reporting,
- (c) Incident & problem management.

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 LAN port on the Appliance provided at a Site ("**Service Management Boundary**").
- 4.2 BT will have no responsibility for the Service outside the Service Management Boundary.
- 4.3 BT does not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software.

5 ENABLING SERVICES AND THIRD PARTIES

- 5.1 You will have the following Enabling Services in place that will connect to the Service and are necessary for the Service to function and will ensure that these Enabling Services meet the minimum technical requirements that BT specifies, and will provide and maintain your own LAN, data centre that hosts Applications and Application Hardware;
- 5.2 If BT provides you with any Enabling Services other than the Service, this Schedule will not apply to those Enabling Services which will be governed by their separate terms and conditions.
- 5.3 If you are required by Applicable Law to purchase the Service from a third party supplier, BT may, if you agree to it, manage the Service as your agent.
- 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 BT 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 90 days' Notice to the other.

6.2 Minimum Period of Service and Renewal Periods

6.2.1 Unless one of us gives Notice to the other of an intention to terminate the Service at least 90 days before or at the end of the Minimum Period of Service or any subsequent Renewal Period ("**Notice of Non-Renewal**"), the Service will automatically extend for the Renewal Period, and both of us will continue to perform each of our obligations in accordance with the Contract.

6.2.2 In the event that one of us gives a Notice of Non-Renewal, 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.

6.3 Access to Emergency Services

You acknowledge and agree that the Service does not provide the ability for Users to call the emergency services by dialling "999" or "112" and that alternative arrangements should be made to cover this including the maintenance of a fixed telephone number.

Part B – Service Delivery and Management

7 BT'S 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 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**”);
- 7.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and are notified to BT in writing. BT will not be liable if, as a result of any such compliance, BT is in breach of any of BT’s obligations under this Contract;
- 7.1.3 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;
- 7.1.4 will manage the following as part of the Service:
 - (a) installation of the Service at all Sites on the Order;
 - (b) installation and configuration of Appliances for the Service;
 - (c) configuration and/or installation of access to the GS Portal;
 - (d) testing of the Appliances for the Service to ensure that they are functional on your LAN;
- 7.1.5 where the Site is located within the EU, dispatch any Purchased Equipment for delivery to the applicable Site as set out in the Order;
- 7.1.6 where the Site is located outside the EU, subject to your compliance with Paragraph 8.1.6:
 - (a) deliver any Purchased Equipment to the applicable port of entry in the destination country in accordance with Paragraph 16.3.2 and you will act as the importer of record; or
 - (b) if agreed between both of us in the Order, BT will arrange shipping services to deliver the Purchased Equipment to the final destination address(es) specified in the Annex or Order;
- 7.1.7 if agreed between both of us as set out in the Order, install any Purchased Equipment at the applicable Sites, in which case BT will test Purchased Equipment to ensure that it is ready for use; and
- 7.1.8 where the Site is located within a country in the EU other than the Territory:
 - (a) BT will not sell you the Purchased Equipment if you are not VAT-registered in the delivery country; and
 - (b) BT will not include installation unless the Reverse Charge Mechanism applies to such services in that country;
- 7.1.9 where the Site is located outside the EU BT will not sell you Purchased Equipment with associated installation;
- 7.1.10 in the cases of Paragraphs 7.1.6 and 7.1.7 above, and as BT may otherwise agree, in order to provide you with the Purchased Equipment and any installation services specified in the Annex or Order, BT may transfer the provision and invoicing of Purchased Equipment and installation outside the Territory to a BT Affiliate or a third party in accordance with clause 26 of the General Terms.

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;
- 7.2.4 carry out commissioning and Acceptance Tests of the Service and:
 - (a) confirm that SPAN/TAP is active,
 - (b) confirm that AMD can be reached by BT management centre.
- 7.2.5 set up a profile on BT’s management system for the Service to monitor the Application as agreed with you and:
 - (a) configure key software services for your solution,
 - (b) configure dashboard with default landing page and;
- 7.2.6 provide the Service, including the connection between your infrastructure and ours, in compliance with BT’s security policy;

7.2.7 on the date that BT has completed the activities in this Paragraph 7.2, confirm to you the Service Start Date.

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 and in accordance with the Service Levels in Part C of the Schedule if you report an Incident on the BT Network;
- 7.3.2 subject to BT gathering sufficient data from you, set alarm thresholds for certain aspects of the Service (Appliances) which if broken will result in an alarm being sent to the service centre to investigate the cause of the alarm;
- 7.3.3 will work with the relevant supplier to restore Service as soon as practicable during Local Contracted Business Hours ;
- 7.3.4 may carry out Maintenance from time to time and will endeavour to inform you 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 Maintenance is required; or
- 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;
- 7.3.6 will undertake, and periodically review, a risk assessment and threat analysis of the Service for you;
- 7.3.7 will automatically patch the Application Hardware installed at your Site(s) with the latest critical security patches available to BT;
- 7.3.8 if you select Web Performance Monitoring Service, will:
 - (a) work with you to agree the tests that are required to monitor web URLs;
 - (b) configure the agreed tests on Web Performance Monitoring Service platform;
 - (c) provide you with access to a web portal for report viewing, available at any time;

7.4 The End of the Service

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

- 8.1.1 provide BT 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 BT with any information reasonably required without undue delay;
- 8.1.3 provide BT with access to any Sites during Business Hours, or as otherwise agreed, to enable BT 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 notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;
- 8.1.6 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 BT, 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 BT from and against any claims or action brought by your employees or Users against BT arising out of the delivery of Services by BT.
- 8.1.7 agree that BT has the exclusive right to manage the configuration of BT Equipment;
- 8.1.8 will complete the necessary pre-requisites that are associated for the Service;
- 8.1.9 will allocate static IP addresses for all AMDs/servers;

- 8.1.10 where there are one or more firewalls owned by you in place between any of the Appliances provided by BT and the Central Analysis Server on BT's premises, arrange for any required reconfiguration to open the required ports;
- 8.1.11 ensure that the LAN protocols and applications you use will be compatible with the Service;
- 8.1.12 provide and maintain a PSTN, ISDN or broadband line(s) at the Site(s) for exclusive use with the Service. You will pay all charges related to provision and use of such lines and report any incidents in such lines directly to the supplier of the line where the Site is located outside the EU, act as the importer of record, clear the Purchased Equipment through the applicable customs authority in the destination country and be liable for any import tax, duty and/or excise duty incurred, and, if requested by BT, provide authorisation as soon as practicable authorising BT or BT's agent to carry out BT's obligations as shipping agent. If you cannot give such authorisation, you will be responsible for fulfilling those obligations on BT's behalf at your own cost;
- 8.1.13 provide BT with the name and contact details of at least one individual who will be responsible for receiving the Purchased Equipment at the Site;
- 8.1.14 prepare and maintain the Site for the installation of BT Equipment and Purchased Equipment and supply of the Service, including, without limitation:
 - (a) provide a suitable and safe operational environment for any BT Equipment and/or Purchased Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's 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 and/or Purchased Equipment to appropriate telecommunications facilities in time to allow BT 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 and/or Purchased 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.
- 8.1.15 until ownership in any Purchased Equipment transfers to you in accordance with Paragraph 16.3:
 - (a) keep the Purchased Equipment safe and without risk to health;
 - (b) only use the Purchased Equipment, or allow it to be used, in accordance with any instructions BT may give and for the purpose for which it is designed;
 - (c) not move the Purchased Equipment or any part of it from the Site;
 - (d) not make any alterations or attachments to the Purchased Equipment without BT's prior written consent. If BT gives consent, any alterations or attachments will become part of the Purchased Equipment;
 - (e) not sell, charge, assign, transfer or dispose of or part with possession of the Purchased Equipment or any part of it;
 - (f) not allow any lien, encumbrance or security interest over the Purchased Equipment, nor pledge the credit of BT for the repair of the Purchased Equipment or otherwise;
 - (g) not claim to be owner of the Purchased Equipment and ensure that the owner of the Site will not claim ownership of the Purchased Equipment, even if the Purchased Equipment is fixed to the Site;
 - (h) obtain appropriate insurance against any damage to or theft or loss of the Purchased Equipment;
 - (i) indemnify BT against all claims and proceedings arising from your use of the Purchased Equipment or if the Purchased Equipment is damaged, stolen or lost. You will keep BT informed of anything which may affect BT's rights, or involve BT in any proceedings, loss or liability;
 - (j) ensure that the Purchased Equipment appears in BT's name in your accounting books; and
 - (k) if there is a threatened seizure of the Purchased Equipment, or anything listed in clause 18.3 of the General Terms applies to you, immediately notify BT and BT may take action to repossess the Purchased Equipment. You will also notify interested third parties that BT owns the Purchased Equipment.

8.2 Service Operation

On and from the Service Start Date, you will:

- 8.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
 - 8.2.2 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;
 - 8.2.3 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;
 - 8.2.4 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 BT's 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 BT's supplier's or subcontractor's network or equipment; and
 - (d) approved and used in accordance with relevant instructions and Applicable Law;
 - 8.2.5 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
 - 8.2.6 maintain a list of current Users and immediately terminate access for any person who ceases to be an Authorised User.
 - 8.2.7 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 BT 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 BT's security checks if a password is lost or forgotten.
 - 8.2.8 if BT requests you to do so in order to ensure the security or integrity of the Service, change any or all passwords and/or other systems administration information used in connection with the Service;
 - 8.2.9 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;
 - 8.2.10 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;
 - 8.2.11 maintain a written, up to date list of current Authorised Users and provide such list to BT within 5 Business Days of BT's written request at any time;
 - 8.2.12 inform BT within five working days if the number of Users increases by more than five per cent from the number of Users set out in the Order. In these circumstances, or if BT can demonstrate by management reports that the number of Users exceeds that limit, BT may increase the Charges proportionally;
 - 8.2.13 give BT reasonable notice of any infrastructure maintenance on services not provided by BT that could reasonably be expected to impact the performance of the Service; and
 - 8.2.14 advise BT of any changes to your infrastructure during provision of the Service.
- 8.3 **The End of the Service**
- On termination of the Service by either one of us, or expiry you will:
- 8.3.1 Decommission the Central Analysis Server ("**CAS**") in the BT Management Centre,
 - 8.3.2 Delete any data held relating to you for this Service,
 - 8.3.3 Decommissioning the Analysis Monitoring Device ("**AMD**") appliance on your premises.
 - 8.3.4 provide BT with all reasonable assistance necessary to remove BT Equipment from the Sites;
 - 8.3.5 disconnect any Customer Equipment from BT Equipment located at the Sites;
 - 8.3.6 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
 - 8.3.7 arrange for any BT Equipment located at the Sites to be returned to BT; and
 - 8.3.8 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

9 NOTIFICATION OF INCIDENTS

Where you become aware of an Incident:

- 9.1 the Customer Contact will report it to BT's Service Desk;
- 9.2 BT will give you a unique reference number for the Incident ("**Ticket**");
- 9.3 BT will inform you when BT believes the Incident is cleared, and will close the Ticket when:
 - 9.3.1 you confirm that the Incident is cleared within 24 hours of being informed; or
 - 9.3.2 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 of BT's attempt to contact you.
- 9.4 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 and, where appropriate, BT will continue to measure the availability Downtime, until Ticket is closed.
- 9.5 either of us may escalate an Incident with a Ticket to the relevant escalation contacts detailed in Your Handbook.
- 9.6 where BT becomes aware of an Incident, Paragraphs 9.2, 9.3, 9.4 and 9.5 will apply.

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 any Charges for any Purchased Equipment from the Service Start Date, and those Charges which will apply from the date you take delivery or possession of that Purchased Equipment;
 - 10.2.5 De-installation Charges within 60 days of de-installation of the Service;
 - 10.2.6 any Termination Charges incurred in accordance with Paragraph 11 upon termination of the relevant Service; and
 - 10.2.7 if you select the Web Performance Monitoring Service, from the Service Start Date:
 - (a) the Charge for the Web Performance Monitoring Service according to the number of Metrics set out in the Order;
 - (b) an amount equal to 140 per cent of the value of the Charge per metric measurement set out in the Order, for each metric measurement of usage in the Web Performance Monitoring Service that exceeds, in that month, your agreed monthly metric measurements indicated in the Order.
- 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 BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract or that the Incident is outside the Service Management Boundary;
 - 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 BT:
- 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 or Purchased Equipment;
 - 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, you will pay BT:
- 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:
 - (a)
 - (i) 100 percent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service;
 - (ii) 20 percent of the Recurring Charges for any parts of the Service that were terminated for all other remaining months of the Minimum Period of Service; and
 - (b) any waived Installation Charges; and
 - 11.2.2 For any parts of the Service that were terminated after the first 12 months of 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 BT 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 BT's failure to comply with BT's 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 both agree 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 BT incomplete or inaccurate information, BT may, in BT's reasonable discretion, apply additional reasonable one-time and/or Recurring Charges.

13 IP ADDRESSES, DOMAIN NAMES AND TELEPHONE NUMBERS

- 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 BT's property or the property of BT's 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 BT 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.

14 BT EQUIPMENT

- 14.1 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.

- 14.2 You will not use BT Equipment other than in accordance with BT's 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 BT) to do so.
- 14.3 You will be liable to BT 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 BT.
- 14.4 You will not move or relocate any BT Equipment without BT's prior written consent and you will pay BT's 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 BT against any claims or legal proceedings that are brought or threatened against BT 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.

16 PURCHASED EQUIPMENT

16.1 Consumer Regulations

Where you place an Order acting for purposes which are related to your trade, business or profession, it will be deemed a business to business transaction to which the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply.

16.2 Sale of Goods

The UN Convention on Contracts for the International Sale of Goods will not apply to the Contract.

16.3 Transfer of Title and Risk

16.3.1 Where the Purchased Equipment is delivered to a Site that is located within the Territory:

- (a) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you when you have paid for the Purchased Equipment in full;
- (b) if BT delivers or install the Purchased Equipment, risk will pass to you on delivery of the Purchased Equipment, but you will not be liable for any loss or damage that is caused by BT's negligence; and
- (c) if BT does not deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment;

16.3.2 Where the Purchased Equipment is delivered to a Site that is not located within the Territory:

- (a) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you upon dispatch from the final shipping point in the Territory (or in transit if shipped from outside the Territory); and
- (b) risk in the Purchased Equipment will pass to you in accordance with Incoterms® 2010 DAP, but you will not be liable for any loss or damage that is caused by BT's negligence.

16.4 Acceptance

16.4.1 Where the Site is located within the Territory, the Purchased Equipment will be deemed to have been accepted:

- (a) if BT does not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and
- (b) if BT installs the Purchased Equipment, the earlier of:
 - (i) the Service Start Date in accordance with Paragraph 8.2; and
 - (ii) if you notify BT in writing that the Purchased Equipment has not passed the Acceptance Tests and that is due to minor Incidents that do not affect the Purchased Equipment's performance, the date of that notice.

16.4.2 Where the Site is not located within the Territory, acceptance of the Purchased Equipment will be deemed to take place on signature for the delivery at the port of entry, or at the final delivery address(es) that BT has agreed with you if BT is shipping the Purchased Equipment.

16.4.3 Except where you have relied on BT's written advice, it is your responsibility to satisfy yourself as to the suitability of Purchased Equipment for your needs.

16.5 **Warranty**

16.5.1 At any time following the Service Start Date during the period of 6 consecutive months following the Service Start Date (or any other period that BT gives you Notice of), if you report to BT in accordance with Paragraph 9 that there is an Incident in the Purchased Equipment which is due to faulty design, manufacture or materials, or BT's negligence, BT will, or will arrange for the manufacturer or other third party to, replace or (at BT's option) repair the part affected by, or causing the Incident free of charge, unless:

- (a) the Purchased Equipment has not been properly kept, used and maintained in accordance with the manufacturer's or BT's instructions, if any;
- (b) the Purchased Equipment has been modified without BT's written consent;
- (c) the Incident is due to accidental or wilful damage, interference with or maintenance of Purchased Equipment by persons other than BT, or a third party authorised by BT;
- (d) the Incident is due to faulty design by you where the Purchased Equipment has been manufactured to your design; or
- (e) the Incident is due to fair wear and tear.

16.5.2 If requested by BT, you will return the Purchased 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 as set out in Paragraph 16.5.

16.5.3 BT does not warrant that the Software supplied under the Contract will be free of all Incidents or that its use will be uninterrupted, but BT will remedy any defects that significantly impair performance (where necessary, by arrangement between both of us) within a reasonable time.

16.6 **Security**

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

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

Part C – Service Levels

17 ON TIME DELIVERY

17.1 On Time Delivery Service Level

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

17.2 On Time Delivery Service Credits

17.2.1 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 17.2.

17.2.2 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).

17.2.3 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.

17.2.4 If both of us have agreed a revised Customer Committed Date in writing, the calculation of any On Time Delivery Service Credits will be made by reference to the revised Customer Committed Date.

17.3 Exceptions

17.3.1 If you request a change to the Service or any part of the Service, including, without limitation, any Purchased Equipment or any IP Address location, then BT may change the Customer Committed Date to accommodate that change.

17.3.2 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.

17.3.3 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.

17.3.4 If you do not provide the information BT requires, or comply with the provisioning rules and timescales that BT provides to you in writing, the One Time Delivery Service Level will not apply.

18 SERVICE AVAILABILITY

18.1 Availability Service Level

18.1.1 From the Service Start Date, BT will provide the Service with a target availability corresponding to the applicable SLA Category for the Service as set out in the table in Paragraph 18.2.1 below (the “**Availability Service Level**”).

18.1.2 You may request Availability Service Credits for Qualifying Incidents at either:

- (a) the Standard Availability Service Credit Rate, as set out in Paragraph 18.3.5; or
- (b) as applicable, the Elevated Availability Service Credit Rate, as set out in Paragraph 18.3.6.

18.2 SLA Categories

18.2.1 The following table sets out the Availability Annual Targets, the Maximum Annual Availability Downtime, the Maximum Monthly Availability Downtime, the Standard Availability Service Credit Rate, the Elevated Availability Service Credit Rate and the Service Credit Interval for the Service SLA Category:

SLA Category	Availability Annual Target	Maximum Annual Availability Downtime	Maximum Monthly Availability Downtime	Standard Availability Service Credit Rate	Elevated Availability Service Credit Rate	Service Credit Interval
Cat F	≥ 99.50%	43 hours	9 hours	4%	4%	1 hour

18.3 Service Availability

18.3.1 If a Qualifying Incident occurs, BT will measure and record the Availability Downtime for the Site or Circuit starting from when you report a Qualifying Incident, and ending when BT closes the Incident in accordance with Paragraph 9.3.

18.3.2 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.

- 18.3.3 Following the measurement taken in accordance with Paragraphs 18.3.1 and 18.3.2, BT will calculate the cumulative Availability Downtime for the calendar months in which the Qualifying Incident occurred (the “**Cumulative Monthly Availability Downtime**”) and for the previous 12 consecutive calendar months (the “**Cumulative Annual Availability Downtime**”).
- 18.3.4 In the event that a Site or Circuit has been installed for less than 12 consecutive months, BT will apply an assumed Cumulative Annual Availability Downtime for the previous 12 consecutive months for that Site or Circuit using the Availability Downtime data recorded to date.
- 18.3.5 If the Cumulative Monthly Availability Downtime of the Site or Circuit exceeds the Maximum Monthly Availability Downtime, you may request Availability Service Credits at the Standard Availability Service Credit Rate for each stated Service Credit Interval above the Maximum Monthly Availability Downtime.
- 18.3.6 If the Cumulative Annual Availability Downtime of the Site or Circuit, exceeds the Maximum Annual Availability Downtime, you may request Availability Service Credits for all further Qualifying Incidents at the Elevated Availability Service Credit Rate for each started Service Credit Interval above the Maximum Annual Availability Downtime up to and until the Cumulative Annual Availability Downtime by Service is less than the Maximum Annual Availability Downtime.
- 18.3.7 Availability Service Credits are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charges.

19 REQUESTS FOR SERVICE CREDITS

- 19.1 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 19.1 will constitute a waiver of any claim for Service Credits in that calendar month.
- 19.2 Upon receipt of a valid request for Service Credits in accordance with Paragraph 19.1;
 - 19.2.1 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
 - 19.2.2 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.
- 19.3 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 19.4 The Service Levels under this Schedule will not apply:
 - 19.4.1 in the event that clause 8 of the General Terms applies;
 - 19.4.2 during any trial period of the Service;
 - 19.4.3 to failures due to any Force Majeure Event;
 - 19.4.4 if you cause a delay or do not provide any requested information in accordance with any reasonable timescales BT tells you about;
 - 19.4.5 during any period where your infrastructure maintenance on services not provided by BT impacts the performance of the Service;
 - 19.4.6 to any Incident not reported in accordance with Paragraph 9 above; or
 - 19.4.7 if you have not complied with the Contract.

Part D – Defined Terms

20 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 7.3.3.

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

“Advanced Diagnostic Server” or **“ADS”** means more detailed information into web performance such as page load times, individual frame load times, number of hits, etc.

“Analysis Module” has the meaning set out in Paragraph 2.3.

“Appliance” means BT Equipment installed to provide the Service and/or Customer Equipment as the context so requires.

“Application” means a computer program or programs supporting a business task for you, such as order processing, payroll, e-mail and enterprise resource planning.

“Application Hardware” means a computing resource (such as, by way of example but not limitation, desktops, servers, mainframes, etc.) used to run multiple Applications either locally or by connecting to a shared application.

“Application Monitoring Device” or **“AMD”** means the Purchased Equipment installed on your Site to collect the data for the Service.

“Application Performance Monitoring”: has the meaning given in Paragraph 2.7.

“Authorised User” has the meaning given in Paragraph 8.2.9.

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

“Availability Downtime” means the period of time during which a Qualifying Incident exists as measured by BT in accordance with Paragraph 18.3.1.

“Availability Service Credit” means the Service Credit calculated at the Standard Availability Service Credit Rate or at the Elevated Availability Service Credit Rate as applicable.

“Availability Service Level” has the meaning given in Paragraph 18.1.1.

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

“Central Analysis Server” or **“CAS”** means the BT Equipment that collects the data from the Application Monitoring Device or software and allows for the data to be displayed on a dashboard.

“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.

“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.

“Content Delivery Network” or **“CDN”** means a large distributed system of proxy servers deployed in multiple data centres via the Internet. The goal of a CDN is to serve Content to end-users with high availability and high performance.

“Cumulative Annual Availability Downtime” has the meaning given in Paragraph 18.3.3.

“Cumulative Monthly Availability Downtime” has the meaning given in Paragraph 18.3.3.

“Customer Committed Date” has the meaning given in Paragraph 7.1.3.

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

“Customer Equipment” means any equipment including any Purchased Equipment and 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.

“DAP” means Delivered at Place as defined in Incoterms® 2010.

“Data Capture Form” or **“DCF”** means the form completed by both of us, which captures further details of the Service as set out in the DCF and as agreed (where relevant) between both of us, and which forms part of the Contract.

“Data Interpretation Assistance” means the service option where BT will assist you in investigating a specific application issue and then providing a report on the findings.

“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.

- “Domain Name”** means a readable name on an Internet page that is linked to a numeric IP Address.
- “Dynatrace Agent”** has the meaning set out in Paragraph 2.5.
- “Elevated Availability Service Credit Rate”** means the applicable rate as set out in the table at Paragraph 18.2.1 for the relevant SLA Category.
- “Enabling Service”** has the meaning given in Paragraph 5.1.
- “EU”** means European Union.
- “GS Portal”** means the portal provided by BT that you can access for Service information.
- “Incident”** means an unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.
- “Incoterms® 2010”** means the International Commercial Terms, which are a series of pre-defined commercial terms published by the International Chamber of Commerce and are a trademark of the International Chamber of Commerce.
- “Installation Charges”** means those Charges set out in the Order in relation to installation of the Service and/or any Purchased Equipment, 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 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.
- “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.
- “Maximum Annual Availability Downtime”** has the meaning given in the table at Paragraph 18.2.1 for the relevant SLA Category.
- “Maximum Monthly Availability Downtime”** has the meaning given in the table at Paragraph 18.2.1 for the relevant SLA Category.
- “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 of Non-Renewal”** 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 17.1.
- “Planned Maintenance”** means any Maintenance BT has planned to do in advance.
- “PSTN”** means Public Switched Telephone Network, which is the concentration of the world’s public circuit switched telephone networks.
- “Qualifying Incident”** means a Severity Level 1 Incident, except where any of the following events have occurred:
- (a) the 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 Service at a time when no Incident has been detected and/or reported.
- “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.

“Remote Guardian” means the Support Services provided by BT remotely for the nominated period of Business Days per month, i.e. 4 Business Days per month.

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

“Reverse Charge Mechanism” means the method by which customers within the European Union can self-assess for domestic VAT on cross-border purchases in accordance with Articles 194 – 199 of Council Directive 2006/112/EC.

“Service” has the meaning given in Paragraph 1.

“Service Credit Interval” means as set out in the table at Paragraph 18.2.1 for the relevant SLA Category.

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

“Service Level” means each of the On Time Delivery Service Level, the Availability 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 an Incident that cannot be circumvented and that constitutes a complete loss of Service at the Site.

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

“SLA Category” means the category, as set out in the Order, which, in accordance with the table set out at Paragraph 18.2.1, specifies the following in relation to the Service, Site or Circuit:

- (a) Availability Annual Target;
- (b) Maximum Annual Availability Downtime
- (c) Maximum Monthly Availability Downtime;
- (d) Standard Availability Service Credit Rate;
- (e) Elevated Availability Service Credit Rate; and
- (f) Service Credit Interval.

“SPAN/TAP” is the means of providing a way to access the data or traffic flowing across a network. The monitored traffic is sometimes referred to as the pass-through traffic.

“Standard Availability Service Credit Rate” means the applicable rate as set out in the table at Paragraph 18.2.1 for the relevant SLA Category.

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

“Territory” means the country in which BT is registered as resident for corporate income tax purposes.

“Ticket” has the meaning given in Paragraph 9.2 and may also be known as a **“fault reference number”**.

“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 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.

“Web Performance Measurements” means the calculated units based on the number of URLs (websites), locations where the test are to be performed from, and frequency of the test.

“Web Performance Monitoring Service” has the meaning given in Paragraph 2.8.

“WEEE” has the meaning given in Paragraph 15.1.

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

“Your Handbook” means a document made available by BT that provides you with further information about the Service, including information on technical specifications and support.