



# BT IP Connect Web-VPN (Resellers) Schedule to the General Terms for Resellers

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## A note on 'you'

'You' and 'your' mean the Reseller.

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 Reseller, 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 for Resellers.

## Part A – The Service

### 1 Service Summary

BT will provide you with a managed, flexible IP Virtual Private Network service that will enable Customers to build VPNs across one or more of their global Sites using inputs supplied to BT by a number of third party suppliers, for you to resell to Customers. This service allows your Customers to connect their branch offices and remote workers to the Internet, to transfer information securely across the Internet using Encryption technology and to establish encrypted and dynamic point to point IPSec Tunnels, and comprises:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 4 (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 as set out in any applicable Order:

#### 2.1 Managed Router

- 2.1.1 BT will provide you with a Managed Router to be used at Customer Sites that will encrypt the data from the Customer Sites and route it as required by the Customer.
- 2.1.2 BT will install and manage the Service, including providing the maintenance, monitoring, configuration and commissioning of, a Managed Router for the Service on both the Customer's hardware and software, as applicable.
- 2.1.3 BT will continue to own the Managed Router at all times.

#### 2.2 Virtual Private Network

- 2.2.1 BT will provide you with the number of Virtual Private Networks as set out in any applicable Order. If you select multiple VPNs, the Customer will be able to connect all of its Sites to the VPNs and may arrange for separate routing and traffic to be put in place between the Customer's Sites.

#### 2.3 Service management

BT will provide reactive management for the Service. BT will raise a Ticket as set out in Paragraph 10 if it detects or you notify BT of a fault in the Service and if necessary BT will register the fault with the relevant third party supplier for resolution, unless you have selected the Proactive Monitoring Service Option, in which case the Service will be managed as set out in that Service Option.

### 3 Service Options

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

#### 3.1 Resilient Access

- 3.1.1 If you select this Service Option, BT will provide the Service for use as a backup, secondary service to the IP Connect Global service.
- 3.1.2 BT will configure the Managed Router with the IP Connect Global managed router so that both managed routers are using the resilience element that is part of the IP Connect Global service.
- 3.1.3 If you select this Service Option, any traffic from the IP Connect Global service that is using the Service will fall back onto IP Connect Global if the Service cannot access the Internet but any Internet Breakout traffic that has left the Service will not be able to fall back on to the IP Connect Global service.

#### 3.2 Traffic Offloading



- 3.2.1 If you select this Service Option, you will ensure that the Customer has also selected the Resilient Access Service Option.
- 3.2.2 If you select this Service Option, the Customer may offload some of its low priority IP Connect Global traffic onto the Service and transmit it to a Site through an IPSec Tunnel. If there is a problem with access to the Service, BT will re-route the offloaded traffic back to IP Connect Global.
- 3.2.3 BT will limit the amount of traffic that it is able to offload as part of this Service Option to the bandwidth capacity of the Service, as set out in the applicable Order.
- 3.3 **Traffic Prioritisation**
  - 3.3.1 If you select this Service Option, BT will configure the Managed Router to prioritise the Customer's traffic into the classes that are set out in an applicable Order.
  - 3.3.2 BT will not be responsible for controlling the prioritisation of the traffic once it has left the Managed Router.
  - 3.3.3 BT will limit the amount of traffic that it is able to prioritise as part of this Service Option to the bandwidth capacity of the Service, as set out in the applicable Order.
  - 3.3.4 If you have selected multiple VPNs to be configured on the Managed Router, then traffic prioritisation will be applied to each VPN separately, and different traffic prioritisations can be used for each VPN. Once all the traffic leaves the Managed Router and travels towards the Internet, all the VPNs will have the same level of prioritisation.
- 3.4 **Proactive Monitoring**

If you select the Proactive Monitoring Service Option, BT will proactively monitor the Managed Router by 'pinging' it at least every five minutes while the Service is in operation. If BT detects a fault, it will perform initial diagnostics within 15 minutes and, if necessary, it will raise a Ticket as set out in Paragraph 10 and register the fault with the third party supplier for resolution.
- 3.5 **Split Tunnelling**
  - 3.5.1 If you select this Service Option, the Customer will be able to use the Service to simultaneously send traffic securely through a single IPSec Tunnel to a Customer Site at the same time as allowing Internet Breakout traffic to break out to the Internet for web browsing and other Internet usage.
  - 3.5.2 BT may also provide you with iLAN access so that Guest Users can access the Internet without the cost of additional hardware and without getting access to the VPN.
- 3.6 **SNMP Management Feed**

If you select this Service Option, BT will provide the Customer with access to network management information from any Managed Router location and BT will provide the Customer with SNMP connectivity between the Managed Routers and up to two hosts within the Customer's LAN.
- 3.7 **Firewall Logging**

If you select this Service Option, BT will send the Customer Firewall Logs from the Managed Router by setting up their server to receive logs to the IP address as set out in the applicable Order.
- 3.8 Service Options may not be available in all countries. If BT cannot provide you with the Service Option that you ask for, BT will let you know at the time that you place your Order and the Order, or relevant part, will be cancelled by BT.

## 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 any applicable Order up to the Ethernet RJ45 Port on the Managed Router ("**Service Management Boundary**"). This includes the provision, maintenance and management of all elements up to the Service Management Boundary but excludes any cable that connects to the Customer's equipment.
- 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 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 specifies:
  - 5.1.1 **Internet access:** the Customer will need to have an Internet connection that may either be purchased separately by the Customer or alternatively through Aggregator Provided Access. If the Customer purchases its own Internet connection, then you will ensure that the Customer has been supplied with a modem; and



- 5.1.2 **IP Connect Global:** if you select any of the Resilient Access, Traffic Offloading or the Traffic Prioritisation Service Options, the Customer will require the IP Connect Global service, (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.
- 5.3 BT will not be liable for failure to or delay in supplying the Service to a Site if another supplier delays or refuses the supply of part of the Service, such as an Access Line, to that Site and no alternative service is available at reasonable cost.

## 6 Use of BT Equipment

- 6.1 In relation to BT Equipment, you will be responsible for ensuring that Customers will:
- 6.1.1 keep the BT Equipment safe and without risk to health;
  - 6.1.2 only use the BT Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;
  - 6.1.3 not move the BT Equipment or any part of it from the Sites without BT's written consent and you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;
  - 6.1.4 not make any alterations or attachments to, or otherwise interfere with, the BT Equipment, nor permit any person (other than a person authorised by us) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments will become part of the BT Equipment;
  - 6.1.5 not sell, charge, assign, transfer or dispose of or part with possession of the BT Equipment or any part of it;
  - 6.1.6 not allow any lien, encumbrance or security interest over the BT Equipment, nor pledge the credit of BT for the repair of the BT Equipment or otherwise;
  - 6.1.7 not claim to be owner of the BT Equipment and you will ensure that the owner of the Sites will not claim ownership of the BT Equipment, even where the BT Equipment is fixed to the Sites;
  - 6.1.8 obtain appropriate insurance against any damage to or theft or loss of the BT Equipment;
  - 6.1.9 indemnify BT against all Claims, losses, costs or liabilities arising from your Customers' or their Users' use of the BT Equipment or where the BT Equipment is damaged, stolen or lost;
  - 6.1.10 ensure that the BT Equipment appears in BT's name in any accounting books;
  - 6.1.11 where there is a threatened seizure of the BT Equipment, or if anything listed in Clause 19.3 of the General Terms for Resellers applies to a Customer, immediately provide BT with Notice so that BT may take action to repossess the BT Equipment; and
  - 6.1.12 notify any interested third parties that BT owns the BT Equipment.
- 6.2 **BT Equipment**
- 6.2.1 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.
  - 6.2.2 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.
- 6.3 **WEEE Directive**
- 6.3.1 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**").
  - 6.3.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 6.3 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
  - 6.3.3 You will be responsible for any information recording or reporting obligations imposed by the WEEE Directive.
  - 6.3.4 You will indemnify BT against any Claims, losses, costs or liabilities that BT incurs due to your failure to comply with your express or implied obligations in accordance with this Paragraph 6.3 or in connection with the WEEE Directive.

## 7 Specific Terms and Conditions

- 7.1 **Minimum Period of Service and Renewal Periods**
- 7.1.1 Unless one of us gives Notice to the other of an intention to terminate the Service at least 28 days before the end of the Minimum Period of Service or a Renewal Period ("**Notice of Non-Renewal**"), at the end



of the Minimum Period of Service or any subsequent Renewal Period, 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.

7.1.2 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.

7.1.3 BT may propose changes to this Schedule or the Charges (or both) by giving you Notice at least 28 days prior to the end of the Minimum Period of Service and each Renewal Period ("**Notice to Amend**").

7.1.4 Within 21 days of any Notice to Amend, you will provide BT Notice:

- (a) agreeing to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period;
- (b) requesting revisions to the changes BT proposed, in which case both of us will enter into good faith negotiations for the remainder of that Minimum Period of Service or Renewal Period, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period; or
- (c) terminating the Contract at the end of the Minimum Period of Service or Renewal Period, as applicable.

7.1.5 If both of us have not reached agreement in accordance with Paragraph 7.1.4(b) by the end of the Minimum Period of Service or the Renewal Period, as applicable, the existing terms of this Schedule will apply from the beginning of the following Renewal Period unless you elect to give Notice in accordance with Paragraph 7.1.4(c), or BT may give Notice of termination, in which case BT will cease delivering the Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.

### 7.2 Termination for Convenience

For the purposes of Clause 16 of the General Terms for Resellers, 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.

### 7.3 Customer Committed Date

7.3.1 If you request a change to the Service or any part of the Service, including any IP Address location, then BT may revise the Customer Committed Date to accommodate that change.

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

### 7.4 Cancellation Charges

For the purposes of Clause 17 of the General Terms for Resellers, if you cancel an Order, or part of it, any time before the Service Start Date you will have to pay BT the Cancellation Charges as set out in the Order.

### 7.5 Access to Internet

7.5.1 You agree and will ensure that each Customer agrees that where the Service provides access to the Internet, the use of the Internet is at the Customer's own risk.

7.5.2 You will ensure that each Customer agrees that BT may pass details of the Customer's Site to a local Internet service provider to enable the Customer and its Users to access the Internet from that Site.

### 7.6 Access to Emergency Services

BT will not provide the ability for Customers or their Users to call the emergency services by dialling "999" or "112" and, therefore, you will be responsible for making alternative arrangements for your Customers, including the maintenance of a fixed telephone number.

### 7.7 IP Addresses and Domain Names

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 or Domain Names will cease on termination or expiration of the Service.

### 7.8 Provider Independent Resources

7.8.1 You will, and you will ensure that your Customers will, comply with the following terms that BT is required by RIPE to include in the Contract where you take PIR with the Service:

- (a) you will, on behalf of your Customers, respond to any information requests from BT in order for BT to keep registration records up-to-date;
- (b) you will, on behalf of your Customers, provide up-to-date registration data to BT and you agree and will ensure that Customers agree that some or all of this registration data will be published in the RIPE WHOIS database;
- (c) you will not sub-assign any of the PIR to a third party other than your Customers (as applicable);
- (d) you will pay any registration fees to BT that apply for the PIR;



- (e) if you cannot be contacted or you do not pay any applicable registration fees to BT, the PIR will return by default to RIPE;
- (f) your Customers' use of PIR is subject to the RIPE policies as published on the RIPE web site at <https://www.ripe.net/publications/> and that may be amended from time to time; and
- (g) you will commit a material breach of the Contract if you or your Customers do not follow any of the relevant RIPE policies and on material breach the PIR will return by default to RIPE and BT may terminate the Contract as set out in Clause 19 of the General Terms for Resellers.



## Part B – Service Delivery and Management

### 8 BT's Obligations

#### 8.1 Service Delivery

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

- 8.1.1 will provide you with contact details for the Service Desk;
- 8.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and have been notified to BT in writing but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract;
- 8.1.3 will provide the amount of VPNs set out in the applicable Order and will configure the VPNs for the Customer's traffic;
- 8.1.4 will, where applicable, arrange for any surveys to be conducted to confirm the availability of a suitable Access Line to the Sites. If the surveys identify that additional engineering work is required in order to provide a suitable Access Line to the Sites, BT may provide a new quote to you, detailing the additional Charges you will need to pay for the engineering work to be completed, and:
  - (a) if you accept the new quote, BT will cancel the existing Order to the affected Sites, will generate a new Order for the affected Sites and will arrange for the additional engineering works to be carried out; or
  - (b) if you do not accept the new quote, BT will cancel your existing Order for the provision of Service to the affected Sites and BT will have no obligation to provide the Service;and BT may raise a Charge for any reasonable costs incurred as a result of the survey in accordance with Clause 17.2.2 of the General Terms for Resellers;
- 8.1.5 will provide you with a Reseller Committed Date and will use reasonable endeavours to meet any Reseller Committed Date; and
- 8.1.6 will be responsible for network design for the Service.

#### 8.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 8.2.1 configure the Service;
- 8.2.2 conduct a series of standard tests on the Service to ensure that it is configured correctly; and
- 8.2.3 on the date that BT has completed the activities in this Paragraph 8.2, confirm to you that the Service is available for performance of any Acceptance Tests as set out in paragraph 9.2.

#### 8.3 During Operation

On and from the Service Start Date, BT:

- 8.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if BT detects or if you report an Incident on the BT Network;
- 8.3.2 will work with the relevant supplier to restore Service as soon as practicable during Local Contracted Business Hours if BT detects or if you report an Incident on the Access Line;
- 8.3.3 may carry out Maintenance from time to time and will use reasonable endeavours to inform you:
  - (a) at least five Business Days before any Maintenance on the BT Network or BT Equipment, however you agree that BT may inform you with less notice than normal where emergency Maintenance is required; or
  - (b) without undue delay for scheduled Access Line maintenance by a supplier;
- 8.3.4 may, in the event of a security breach affecting the Service, require any or all passwords used in connection with the Service to be changed. BT does not guarantee the security of the Service against unauthorised or unlawful access or use;
- 8.3.5 will archive Managed Router configuration files and restore configurations if a Managed Router fails; and
- 8.3.6 will store copies of the three most recent configurations for each Managed Router for the life time of that Managed Router.

#### 8.4 The End of the Service

On termination of the Service by either one of us, or expiry, BT may disconnect and remove any BT Equipment located at the Sites.

### 9 Your Obligations



### 9.1 Service Delivery

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

- 9.1.1 provide BT with the names and contact details of the Reseller Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 9.1.2 provide BT with any information reasonably required without undue delay;
- 9.1.3 be responsible for making sure that Customers 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;
- 9.1.4 be responsible for making sure that each Customer completes any preparation activities that BT may request to enable a User to receive the Services promptly and in accordance with any reasonable timescales;
- 9.1.5 provide BT with Notice in writing of any health and safety rules and regulations and security requirements that apply at a Customer's Site;
- 9.1.6 in jurisdictions where an employer is legally required to make such disclosure to its Users and other employees:
  - (a) ensure that Customers inform their Users and other employees that as part of the Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
  - (b) ensure that your Customers' Users and other employees have consented or will be deemed to have consented to such monitoring and reporting (if such consent is legally required); and
  - (c) agree that BT will not be liable for any failure by you or your Customers to comply with this Paragraph 9.1.6 and indemnify BT from and against any Claims, losses, costs or liabilities brought by you, your Customers or their Users and other employees against BT arising out of BT's delivery of the Services;
- 9.1.7 be responsible for ensuring that the LAN protocols and applications that each Customer uses will be compatible with the Service and the Customer is responsible for LAN connectivity, where applicable;
- 9.1.8 be responsible for ensuring that the Customer provides its own SNMP management tools and BT has no responsibility to provide these tools;
- 9.1.9 be responsible for ensuring that each Customer prepares and maintains the Site for the installation of BT Equipment and supply of the Service, including:
  - (a) providing a suitable and safe operational environment for any BT Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and in accordance with applicable installation standards;
  - (b) taking up or removing any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect BT Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance Services;
  - (c) carrying out any work that may be required after installation to make good any cosmetic damage caused during the installation or maintenance Services;
  - (d) providing a secure, continuous power supply at the Site for the operation and maintenance of the Service or BT Equipment at such points and with such connections as BT specifies and, in order to mitigate any Service interruption resulting from failure in the principal power supply, you will ensure that the Customer provides back-up power with sufficient capacity to conform to the standby requirements of the applicable standards; and
  - (e) providing internal cabling between the BT Equipment and any Customer Equipment, as appropriate;
- 9.1.10 let BT know if you require network changes by making a request to BT by using the portal at [https://www.globalservices.bt.com/uk/en/my\\_account](https://www.globalservices.bt.com/uk/en/my_account). If the network changes you require result in changes to the Internet access, then BT will let you know before it implements the changes if Internet access reconfiguration Charges will apply;
- 9.1.11 be responsible for, and ensure that you comply with, all applicable licensing and regulations for use of the Service including 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 provide proof of compliance with licensing and regulatory requirements before Service delivery. If you do not provide proof to BT's satisfaction, BT may suspend the Service or cancel the applicable Order;
- 9.1.12 be responsible for getting any local import and user licenses and the written authority from all respective authorities necessary;



- 9.1.13 if you select the Split Tunnelling Service Option to enable the Customer to provide Internet access itself, you will, and you will procure that your Customers will, comply with all applicable laws and regulations regarding the provision of Internet access to Users;
  - 9.1.14 ensure that Customers are aware that they should not use the Resilient Access Service Option as a primary service as if the speed of the Service is slower than the Customer's IP Connect Global service, the Customer may experience lower service quality during an outage of the IP Connect Global service; and
  - 9.1.15 If you select the Resilient Access Service Option, ensure that the Customer has both the Service and the IP Connect Global service available at the same Site and BT will connect the services together using the Customer's LAN. You will be responsible for making sure that both services are connected to the same LAN.
- 9.2 **Acceptance Tests**
- 9.2.1 Within five Business Days after receiving Notice from BT under Paragraph 8.2.3, you will carry out the Acceptance Tests for the Service up to OSI Layer 3 ("**Acceptance Test Period**").
  - 9.2.2 The Service is accepted by you if you confirm acceptance in writing during the Acceptance Test Period or is deemed to have been accepted by you if you do not provide BT with Notice to the contrary by the end of the Acceptance Test Period.
  - 9.2.3 Subject to Paragraph 9.2.4, the Service Start Date will be the earlier of the following:
    - (a) the date that you confirm acceptance of the Service in writing in accordance with Paragraph 9.2.2; or
    - (b) the date of the first day following the Acceptance Test Period.
  - 9.2.4 If, during the Acceptance Test Period, you provide BT Notice that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and provide you Notice that BT has remedied the non-conformance and inform you of the Service Start Date.
- 9.3 **During Operation**
- On and from the Service Start Date, you will be responsible for ensuring that Customers:
- 9.3.1 report Incidents to the Reseller Contact and not to the Service Desk;
  - 9.3.2 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;
  - 9.3.3 ensure that any Customer Equipment that is connected to the Service or that a Customer uses, directly or indirectly, in relation to the Service is:
    - (a) connected using the applicable BT Network termination point, unless BT has given the Customer 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;
    - (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 suppliers' or subcontractors' network or equipment; and
    - (d) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;
  - 9.3.4 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;
  - 9.3.5 connect equipment to the Service only by using the Managed Router at the Sites;
  - 9.3.6 do not make changes to the Service (including Internet access) without BT's prior written approval. If the both of us agree to the changes, BT may invoice you for any costs that we have told you will be incurred by BT for the approved changes (including increases or decreases in bandwidth, or any upgrade or downgrade options);
  - 9.3.7 provide an Ethernet RJ45 Port with a patch cable on its LAN side long enough to reach the Managed Router (using a straight cable if Customers are connecting to a switch or using a crossover cable if Customers are connecting to another type of Router);
  - 9.3.8 provide a power source to local electrical specifications for the Managed Router; and
  - 9.3.9 configure the Customer Equipment's software to provide and test end to end connectivity and to connect the Customer Equipment to its LAN.
- 9.4 **The End of the Service**
- On termination of the Service by either you or BT, you will ensure that each Customer will:
- 9.4.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Sites;



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

10 Notification of Incidents

Where you become aware of an Incident:

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

11 Invoicing

11.1 BT will invoice you for the Charges for the Service as set out in Paragraph 11.2 in the amounts and currency specified in any Orders.

11.2 Unless set out in any applicable Order, BT will invoice you for:

- 11.2.1 Installation Charges, on the Service Start Date, or where the installation period is estimated to be longer than one month, monthly in arrears starting from when you place an Order until the Service Start Date;
- 11.2.2 the following Recurring Charges, except Usage Charges, monthly in advance on the first day of the relevant month. The amount of these Recurring Charges may vary depending on the Service Options and the type of Access Line that you have selected in the Order and the location of the Sites. For any period where Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis:

Standard Service Components and Service Options with Recurring Charges
<b>Managed Router</b>
<b>Multiple VPNs</b> The Charge is for each VPN that you select after the first VPN.
<b>Resilient Access</b>
<b>Traffic Offloading</b>
<b>Traffic Prioritisation</b>
<b>Split Tunneling</b>
<b>SNMP Management Feed</b> The Charge is calculated on a Site by Site basis.
<b>Firewall Logging</b> The Charge is calculated on a Site by Site basis. If you order this Service Option after the Service is delivered to the Site, you may incur extra Charges.

- 11.2.3 Usage Charges, monthly in arrears on the first day of the relevant month, calculated at the then current rates;
- 11.2.4 reconfiguration Charges for each part of the Service that is reconfigured, provided that:
  - (a) all reconfiguration changes after the Service Start Date are documented in a new Order; and
  - (b) if BT upgrades Software on a Managed Router there is no Charge for the upgrade unless the Software upgrade also requires a hardware upgrade, such as additional memory, in which case you will be charged for the hardware upgrade at the then-current relevant Charges;
- 11.2.5 De-installation Charges within 60 days of de-installation of the Service; and
- 11.2.6 any Termination Charges incurred in accordance with Paragraph 12 upon termination of the relevant Service.
- 11.3 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:
  - 11.3.1 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;



11.3.2 Charges for investigating an Incident where BT's diagnostics indicate that the reason for the Incident is a Customer Domain Incident. BT may charge you for Incidents due to Customer Domain Incidents as set out in the table below:

Charge Category	Charge Component
Service Desk support	on an Incident by Incident basis
Field engineering	for each visit to a Site (this will vary on a country by country basis)

- 11.3.3 Charges for commissioning the Service as set out in Paragraph 8.2 outside of Business Hours;
- 11.3.4 Charges for restoring Service if the Service has been suspended in accordance with Clause 11.1.2 of the General Terms for Resellers;
- 11.3.5 Charges for cancelling the Service in accordance with Clause 17 of the General Terms for Resellers;
- 11.3.6 Charges or any associated costs that BT incurs for expediting:
  - (a) faster provision of the Service at your request after you have been informed of the Customer Committed Date; or
  - (b) faster resolution of an Incident at your request;
- 11.3.7 in some locations, you may have to pay excess Usage Charges for the Service, as set out in your Order, including an excess download Usage Charge if you use the Service and exceed a third party supplier's download limits; and
- 11.3.8 any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

## 12 Charges at the End of the Contract

- 12.1 If you exercise your right in accordance with Clause 18 of the General Terms for Resellers to terminate the Contract or any Service for convenience, you will pay BT:
  - 12.1.1 all outstanding Charges for Service rendered;
  - 12.1.2 De-installation Charges;
  - 12.1.3 any remaining Charges outstanding with regard to BT Equipment; and
  - 12.1.4 any other Charges as set out in any applicable Order; and
  - 12.1.5 any Charges reasonably incurred by BT from a supplier as a result of the early termination.
- 12.2 In addition to the Charges set out at Paragraph 12.1 above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT:
  - 12.2.1 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) 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service;
    - (b) 20 per cent of the Recurring Charges for the remaining months, other than the first 12 months, of the Minimum Period of Service; and
    - (c) any waived Installation Charges; and
  - 12.2.2 for any parts of the Service that were terminated after the first 12 months of the Minimum Period of Service or during a Renewal Period, Termination Charges, as compensation, equal to 20 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or the Renewal Period.

## 13 Service Amendment

- 13.1 You may request, by giving BT Notice, a change to:
  - 13.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or
  - 13.1.2 the Service at any time after the Service Start Date.
- 13.2 If you exercise your right in accordance with Paragraph 13.1, 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:
  - 13.2.1 the likely time required to deliver the changed Service; and
  - 13.2.2 any changes to the Charges due to the changed Service.
- 13.3 BT has no obligation to proceed with any change that you request in accordance with Paragraph 13.1, unless and until BT has 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.



- 13.4 If BT changes a Service prior to the Service Start Date because you or a Customer have given BT incomplete or inaccurate information, BT may, in its reasonable discretion, apply additional reasonable one-time or Recurring Charges.
- 13.5 **Simple Service Requests**
- 13.5.1 Where available, you may request a change to the configurations of your Managed Router. If any network changes are required then BT may make them at the same time. If the network changes require changes to the Internet connection, then reconfiguration Charges will apply.
- 13.5.2 You will request and manage Simple Service Requests online using the following portal: [https://www.globalservices.bt.com/uk/en/my\\_account](https://www.globalservices.bt.com/uk/en/my_account).



Part C – Service Levels

14 On Time Delivery

14.1 On Time Delivery Service Level

BT will use reasonable endeavours to deliver the Service on or before the Reseller Committed Date (the "On Time Delivery Service Level").

14.2 Exception

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

15 Service Availability

15.1 Availability Service Level

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 below ("Availability Service Level"):

SLA Category	Availability Annual Target	Maximum Annual Availability Downtime	Maximum Monthly Availability Downtime	Service Credit Interval
Cat C	≥ 99.85%	13 hours	60 minutes	1 hour
Cat H	≥ 98.00%	175 hours	870 minutes	1 hour

15.2 Availability Service Credits

- 15.2.1 If a Severity Level 1 Incident occurs, BT will measure the Availability Downtime for the Sites starting from when you report or BT gives you notice of a Qualifying Incident, and ending when BT closes the Incident in accordance with Paragraph 10.3.
- 15.2.2 BT will measure the Availability Downtime in units of full minutes during the Local Contracted Business Hours for Access Line Incidents and during the Contracted Maintenance Hours for BT Equipment Incidents.
- 15.2.3 BT will then calculate the cumulative Availability Downtime for the calendar months in which the Severity Level 1 Incident occurred ("Cumulative Monthly Availability Downtime").
- 15.2.4 If the Cumulative Monthly Availability Downtime of the Service exceeds the Maximum Monthly Availability Downtime, you may request Availability Service Credits for each Service Credit Interval of 4 per cent of the Monthly Recurring Charges.

16 Requests for Service Credits

- 16.1 You may request applicable Service Credits within 28 days of the end of the calendar month in which a Qualifying Incident occurred by providing details of the reason for the claim. Any failure by you to submit a request in accordance with this Paragraph 16.1 will constitute a waiver of any claim for Service Credits for that calendar month.
- 16.2 Upon receipt of a valid request for Service Credits in accordance with Paragraph 16.1:
  - 16.2.1 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
  - 16.2.2 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.
- 16.3 Service Credits for all Service Levels will be aggregated and are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charge for the affected Service.
- 16.4 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 16.5 The Service Levels under this Schedule will not apply:
  - 16.5.1 in the event that Clause 9 or Clause 24 of the General Terms for Resellers applies; or
  - 16.5.2 during any trial period of the Service.



## Part D – Defined Terms

### 17 Defined Terms

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

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

**“Acceptance Tests”** means those objective tests conducted by you that when passed confirm that you accept the Service and that the Service is ready for use save for any minor non-conformities that will be resolved as an Incident as set out in Paragraphs 8.3.1 and 8.3.2.

**“Access Line”** means a Circuit connecting the Sites to the BT Network, and may refer to types of copper, fibre, Private Line Circuits, Mobile Data Networks and Satellite Circuits used for the provision of the Service that will be available on a country by country basis.

**“Aggregator Provided Access”** means Internet access provided by one of BT's global aggregators or in-country local suppliers.

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

**“Availability Annual Target”** has the meaning given in the table at Paragraph 15.1 for the relevant SLA Category.

**“Availability Downtime”** means the period of time during which a Severity Level 1 Incident exists as measured by BT in accordance with Paragraph 15.2.1.

**“Availability Service Credit”** means the Service Credit available for a failure to meet the Availability Service Level, as set out in Paragraph 15.2.

**“Availability Service Level”** has the meaning given in Paragraph 15.1.

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

**“BT Price List”** means the document containing a list of BT's charges and terms that can be accessed at: [www.bt.com/pricing](http://www.bt.com/pricing) (or any other online address that BT may advise you).

**“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.

**“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.

**“Customer Equipment”** means any equipment including any software, other than BT Equipment, used in connection with a Service.

**“Customer Domain Incident”** means an Incident that is not an Excluded Incident that is caused or contributed to by an act or omission outside the Service Management Boundary and includes, but is not limited to, Incidents where the reason for outage is a failure caused by:

- (a) inadequate power supply, whether reported by you or proactively identified by BT;
- (b) Customer Equipment or equipment not managed by BT under the Contract;
- (c) a supplier (other than BT); or
- (d) you attempting to use the Service for a purpose beyond the Service design limits or intentions or outside the scope of the Contract.

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

**“Cumulative Monthly Availability Downtime”** has the meaning given in Paragraph 15.2.3.

**“Customer”** means any customers that you resell the Service to.

**“Customer Equipment”** means any equipment including any software, other than BT Equipment, used in connection with a Service.

**“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.

**“Encryption”** is the transformation of data into unreadable data through a cryptographic transformation using a key.

**“Ethernet”** means a family of computer networking technologies for LANs.

**“Ethernet RJ45 Port”** means the Ethernet registered jack connection as defined by the Telecommunications Industry Association 568 standard, a commonly understood technical term often casually referred to as the **“LAN jack”** on a computer, Router or modem.

**“Excluded Incident”** means an incident where the reason for outage is a failure caused by:

- (a) a power failure that you experience that is caused:



- (i) by a Force Majeure event (but does not include persistent power failures); or
- (ii) by you carrying out planned maintenance where such maintenance was notified in advance to BT in advance; or
- (e) an Incident that is caused by an initial commissioning or delivery issue before the Service Start Date.

**"Firewall Logs"** means the firewall logging feature that documents how that firewall handled various types of traffic, including information about permitted and dropped connections as well as critical and non-critical errors with the firewall to help Customers evaluate and detect potential security threats.

**"General Terms"** means the general terms this Schedule is attached to, that can be found at [www.bt.com/terms](http://www.bt.com/terms), and form part of the Contract.

**"Guest Users"** means users of the Service that are not part of the Customer's designated User base.

**"ILAN"** means an internal Local Area Network that can be accessed using a separate physical port for Guest Users who want to use the Service without interfering with a company's VPN to get unrestricted Internet access.

**"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 any applicable Order in relation to installation of the Service or any Customer Equipment or BT Equipment as applicable.

**"Internet"** means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

**"Internet Breakout"** or **"IBO"** means Internet traffic that leaves a Customer's Ethernet RJ45 port and that is routed by the Managed Router onto the Internet without Encryption so that the Internet traffic does not travel down an IPsec Tunnel.

**"Internet Protocol"** or **"IP"** means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

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

**"IP Connect Global"** means the IP Connect Global service that is provided and sold by BT as a separate service to the Service and that is governed by its own terms that are set out in the IP Connect Global schedule to the General Terms.

**"IPsec"** means IP security, a standards-based framework (to an OCI model layer 3 standard) that provides confidentiality, privacy, data integrity, authentication and replay prevention services.

**"IPsec Tunnel(s)"** means either a static or dynamic virtual communication path between two end points that may be encrypted and have different levels of authentication to ensure the Customer has secure connectivity.

**"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 set out otherwise in any applicable Order.

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

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

**"Maximum Annual Availability Downtime"** has the meaning given in the table at Paragraph 15.1 for the relevant SLA Category.

**"Maximum Monthly Availability Downtime"** has the meaning given in the table at Paragraph 15.1 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 any applicable Order.

**"Mobile Data Network"** means any 3G or 4G data service obtained by the User to provide Internet access that is delivered on an Ethernet interface with a public IP address.

**"Monthly Recurring 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.

**"Notice of Non-Renewal"** has the meaning given in Paragraph 7.1.

**"Notice to Amend"** has the meaning given in Paragraph 7.1.3.

**"On Time Delivery Service Level"** has the meaning given in Paragraph 14.1.

**"OSI Layer 3"** means the Open Systems Interconnection model as defined International Standard Organization (ISO) # 7498 that you can view at (<http://standards.iso.org/itf/PubliclyAvailableStandards/index.html>).

**"Private Line Circuits"** means Access Lines from a Customer's Sites to the nearest node of the local Internet provider.

**"PIR"** means provider independent resources that include autonomous system numbers, provider independent IPv4 address assignments, any cast assignments, provider independent IXP IPv6 address assignments and all future provider independent resource assignments to Users.

**"Qualifying Incident"** means an 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) 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 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 any applicable Order.

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

**"Reseller Committed Date"** means the date provided by BT on which delivery of the Service (or each part of the Service, including to each Site) is due to start.

**"Reseller Contact"** means any individuals authorised to act on your behalf for Service management matters.

**"RIPE"** means the Réseaux IP Européens, an organisation of European IP networks whose primary policy is the assignment and management of Internet numbers such as IP addresses and autonomous system numbers.

**"Router(s)"** means a device that forwards data packets between computer networks, creating an overlay internetwork.

**"Satellite"** means access that is typically used in rural and remote areas and in locations where terrestrial connections are not reliable, or unavailable.

**"Service"** has the meaning given in Paragraph 1.

**"Service Credit Interval"** has the meaning given in the table at Paragraph 15.1 for the relevant SLA Category.

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

**"Service Level"** means each of the On Time Delivery Service Level and the Availability Service Level.

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

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

**"Severity Level 1 Incident"** means a Qualifying Incident that cannot be circumvented and that constitutes a complete loss of Service at the Site.

**"Simple Service Requests"** means a request for predefined changes to the Service that do not affect the Recurring Charges for the Service, unless otherwise set out in Paragraph 13.5.

**"Simple Network Management Protocol"** or **"SNMP"** means the protocol governing network management and the monitoring of network devices and their functions.

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

**"SLA Category"** means the category, as set out in any applicable Order, which, in accordance with the table set out at Paragraph 15.1, 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; and
- (d) Service Credit Interval.

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

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

**"Virtual Private Network"** or **"VPN"** means a network constructed within the Internet or on a service provider's shared network platform including systems that use Encryption and other security mechanisms to ensure confidentiality, privacy, integrity and authentication of the Customer's data.

**"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 as set out in any applicable Order.

**"WEEE"** has the meaning given in Paragraph 6.3.1.

**"WEEE Directive"** means Article 13 of the Waste Electrical and Electronic Equipment Directive 2012.