



# LAN Connect global Service Annex to the General Services Schedule

## 1 Definitions

The following definitions shall apply, in addition to those in the General Terms and Conditions and the General Services Schedule of the Agreement:

**"Appendix"** means any appendix to this Service Annex describing the specific conditions for an additional Service contracted with BT LAN Connect Global. If the Customer orders for such additional Service then the conditions of such Appendix shall form part of this Service Annex.

**"BT Equipment"** means any equipment and any related Software that BT owns or that is licensed to BT and that BT uses to provide the Services.

**"BT Provided Equipment"** can be either BT Equipment or Purchased Equipment.

**"Cisco Meraki"** or **"BT Supplier"** means Cisco Meraki, a San Francisco corporation, having its principal place of business at 500 Terry A Francois Boulevard, CA 94158, United States of America

**"Configuration File"** means a record of the Customer's configuration and data.

**"CPE"** means customer premises equipment which is any equipment (including software embedded in or run on such equipment), whether BT Equipment, BT Provided Equipment or Customer Equipment which is, maintained or managed by BT as part of the Service.

**"Customer Network"** means the Customer's private telecommunications network comprising any Wide Area Network (WAN), Local Area Network (LAN), managed security services and/or voice services, as appropriate and as configured so that traffic can be delivered over the network.

**"Incident"** means an incident which is not part of the standard operation of a Service and which causes, or may cause, an interruption to, or a reduction in the quality of that Service.

**"Internet Protocol"** or **"IP"** means a network layer protocol offering a connectionless inter-network service.

**"IP Telephony"** or **"IPT"** means the delivery of voice and multimedia communications over Internet Protocol networks.

**"Maintenance"** means, an Incident repair service for CPE.

**"Microsoft Azure"** is a cloud based computing infrastructure platform that can be provided by BT under the terms of a separate Schedule.

**"Meraki Camera"** is BT Provided Equipment and a User Device for the purposes of the LAN Connect Cloud Service set out in Appendix 2 of this Annex.

**"Purchased Equipment"** means any equipment, including any Software, that BT sells or licenses to you.

**"Wireless LAN"** means the transmission of data over electromagnetic waves using CPE including access point and client adapter equipment.

## 2 LAN Connect global Service Description

- 2.1 LAN Connect global ("**the Service**") is a modular managed service comprising the supply, installation and support of IP Telephony (that is voice communications carried on an IP network) and LAN (Local Area Network) equipment and related services. The Service will include any elements as set out in an Order.
- 2.2 BT may need to perform a Site survey(s) before providing the Service. BT may charge the Customer for any Site survey. If the Site survey determines that additional work is necessary for provision of Service, BT will charge the Customer for the additional work and reserves the right to review the Charges for the Service detailed in the Order.
- 2.3 BT may agree to the Customer's request to extend the Service to CPE managed over a third party WAN. BT will not be responsible for the performance of the third party WAN or failures of the Service caused by failures on the third party WAN.

## 3 Equipment Delivery and Service Options

### 3.1 Equipment Provision

BT will supply BT Provided Equipment subject to the Terms and Conditions of the Sale and Supply of Equipment Service Schedule of the Agreement. The BT Provided Equipment will be staged before installation. Staging will normally be done at the premises of the BT installer, but may take place at the Customer Site.

### 3.2 Customer Equipment (Existing at the time of Order)



- 3.2.1 If Customer Equipment is used in connection with the Service and the Customer has ordered maintenance and management services for it from BT, BT shall be entitled to inspect and test the Customer Equipment at any time subject to the agreed Site access requirements. Provision of maintenance and management is subject to:
    - (a) BT and the Customer completing a Customer Equipment inventory, which will be incorporated in the Order;
    - (b) The Customer Equipment being in good operating condition, at the appropriate release of hardware and/or software and compatible with any other services provided by BT; and
    - (c) The Customer paying BT's reasonable Charges to perform a Maintenance Acceptance Test; and
    - (d) The Customer ordering Project Managed Install.
  - 3.2.2 A BT Project Co-ordinator or BT Project Manager, as appropriate, will work with the Customer to establish a project initiation document, agree lead times and plan implementation testing and commissioning activities.
  - 3.2.3 The Customer Equipment at each Site must have the same level of Maintenance as selected for all other relevant CPE at such Site.
  - 3.2.4 BT must be given access to the Customer Equipment configurations and the Customer must specify its configuration requirements in the Order if BT will be responsible for configuring the Service.
  - 3.2.5 Title and risk in any Customer Equipment will remain with the Customer.
  - 3.2.6 The Customer will pay BT's reasonable Charges as agreed in an Order for any work that BT has to perform to repair, modify or adjust the Customer Equipment (including software upgrades and required number of licenses) which are necessary for BT to provide the Service.
  - 3.2.7 The Customer must inform BT of any changes to the Customer Equipment that affect the inventory list. Such changes will be subject to review and acceptance by BT and may incur additional Charges as agreed in an Order.
  - 3.2.8 The Customer is responsible for all existing cabling and ensuring that additional applications are not installed on any servers being maintained by BT, unless previously agreed by BT in writing.
  - 3.2.9 The Customer is responsible for the accuracy of the Customer Equipment inventory. The Customer will be responsible for any costs incurred by BT for work done on any CPE not included in the Customer Equipment inventory and for correcting the inventory.
- 3.3 **Provision Options**
- The following paragraphs apply in addition to the provisions of the Agreement for all delivery options described below.
- 3.3.1 BT will contact the Customer to arrange a suitable appointment to deliver and install the CPE. Provision work will be carried out during a Business Day.
  - 3.3.2 The OSD will not be delayed if there are minor defects which do not materially affect the performance of the Service. BT will take reasonable steps to correct any such defects as soon as practicable.
  - 3.3.3 BT will provide the Customer with any relevant documentation, cables, accessories and packaging supplied by the CPE manufacturer.
  - 3.3.4 The Customer is responsible for providing all relevant patch leads for connection to the Service. BT will not be responsible for the condition or compatibility of such leads.
  - 3.3.5 The Customer is responsible for the disposal of any packaging.
- 3.4 **Project Managed Install - With a BT Project Manager or BT Project Co-ordinator**
- 3.4.1 BT will provide a BT Project Manager or a BT Project Co-ordinator, depending on the Order. The Project Manager/Co-ordinator will be the Customer's single point of contact for managing implementation of the Service. The Project Manager will be based in one country and will work during the Business Hours of that country.

The Project Manager will be available to meet the Customer to agree the implementation plan and conduct project review meetings. Any travel by a Project Manager outside their "**home**" country will incur additional Charges.

The Project Co-ordinator will be office based and will not meet the Customer.
  - 3.4.2 BT will prepare a technical design specification for the Service. The Customer shall provide any configuration details requested by BT. Any request by the Customer for additional work outside the scope of the original technical design specification will incur additional Charges as agreed in an Order.
  - 3.4.3 The Project Manager/Co-ordinator will provide the Customer with a detailed customer handbook containing information relating to the Service provided, and relevant contact points within BT.



- 3.4.4 BT will arrange for the CPE to be delivered to Site. Subject to any Site constraints, BT will unpack, and install the CPE at Site. BT will connect the CPE to the power supply and ensure that the CPE powers up correctly.
- 3.4.5 BT will configure the CPE, as appropriate, so that traffic can be transmitted across the Customer's network as set out in the technical design specification. BT will carry out tests to ensure that the configuration is working correctly. The OSD occurs on successful completion of the tests.

### 3.5 Configuration Management Options

The Service is only provided in relation to the current version of software supported by BT at the current feature set.

#### 3.5.1 Archive Active Software Configuration

BT will archive Configuration Files and restore the configuration if there is a network failure. Archive files will be prepared each week and the last three (3) configurations for each device will be stored. The Customer may request the restoration of Configuration Files for any other reason provided that the total number of restorations made in any SLA Year starting on the Operational Service Date, does not exceed a sum equivalent to three (3) restorations per device per SLA Year.

#### 3.5.2 Converged IP Application – On site Archive and Restoration

BT will archive Configuration Files and restore the configuration if there is a network failure. Archive files will be prepared and stored every day. The number of configuration files that can be stored will depend on the size of the files and the capacity of the storage device. BT's target is to store a minimum of three (3) configurations.

### 3.6 Incident Reporting and Incident Repair

3.6.1 Incident Repair options for CPE; except if related to BT LAN Connect Cloud Services.

There are two Incident Repair options, and the option selected will be specified on the Order. These options may not be available in all locations.

#### 3.6.2 9 \* 5 \* 4 On Site Maintenance for CPE

. This operates between 8am and 5pm (9 Hours) on a Business Day. BT aims to get to the Site within four (4) hours of confirming a Site visit is required. If there are less than four (4) Business Hours left in the Business Day when the Incident report is received, the visit may be on the next Business Day. If BT agrees to perform work outside Business Hours it will be at an additional Charge as agreed in an Order. The Charges will be agreed before any work is performed.

#### 3.6.3 24 \* 7 \* 4 On Site Maintenance for CPE

. This operates twenty four (24) hours per day, seven days per week, including national, public or bank holidays. BT aims is to get to the Site within four (4) hours after confirming a Site visit is required.

3.6.4 For BT LAN Connect Cloud Service the Incident Repair Service is described in its respective Appendix.

3.6.5 When reporting Incident(s) the Customer must provide all information reasonably required by BT, such as the Site location, CPE serial number, reconfiguration details and where appropriate the circuit number. BT will give the Customer an Incident reference number. All communication about a reported Incident must be made with the BT Customer Service Centre and must quote the reference number.

3.6.6 If BT identifies that an Incident is due to unauthorised activity or access to the Customer's network, BT's only obligation will be to attempt to restore Service by installing the last archived configuration available, where applicable. Any further maintenance activity required as a result of the unauthorised activity or access will be subject to BT's agreement. The Customer agrees to pay BT's reasonable Charges for such work as agreed in an Order.

3.6.7 Incidents in hardware will be corrected by repair or, at BT's option, replacement of the affected item. Except in the case of BT Equipment which at all times remains the property of BT, replacement items of equipment will become the property of the Customer and replaced items will become BT's property. Expended consumable items will be replaced but BT may make an additional Charge as agreed in an Order.

3.6.8 Except for faulty IP Telephony handsets, BT will inform the Customer when an Incident has been cleared, and will close the associated trouble ticket when either the Customer confirms within twenty (20) minutes that the Incident is cleared, or BT has attempted and failed to contact the Customer and the Customer does not respond within twenty (20) minutes.

3.6.9 If the Customer orders replacement service for faulty IP Telephony handsets and BT informs the Customer that a replacement IP Telephony handset is necessary, then a BT configured replacement will be sent by mail the next Business Day to the Customer Contact. The faulty handset must be returned to the



address specified by BT. BT will charge the Customer for any handsets not returned within ten (10) Business Days at the Charges as set out in the Order.

- 3.6.10 The standard Charges for the Incident Repair Service cover Incidents resulting from normal wear and tear.
- 3.6.11 Additional Charges as agreed in an Order will apply for repair of Incidents or work required due to other causes such as:
  - (a) Misuse; incorrect environmental conditions including incorrect temperature and humidity levels; faulty manufacture or design; mains electrical surges or failures;
  - (b) Lightning damage, electromagnetic interference, or any other accidental or deliberate damage;
  - (c) Correction of defects following the removal or connection of CPE other than by BT;
  - (d) Connection by the Customer of other equipment to the CPE; and/or
  - (e) BT being denied access to the CPE.
- 3.6.12 The Incident Repair Service does not cover:
  - (a) Loss of Customer generated software programmes;
  - (b) Work at the Customer's request outside of a Business Day;
  - (c) Repair, replacement or re-routing of any Customer supplied wiring or cabling or provision of additional wiring and cabling; or
  - (d) BT Provided Equipment peripheral items including but not limited to printers, card readers, touchscreen displays, and signature capture devices.

### 3.7 Reactive Incident Management

- 3.7.1 BT will provide the Customer with a single point of contact helpdesk, available twenty four (24) hours a day for reporting Incidents. The Customer Contact will contact the helpdesk using the telephone number BT provides. The Customer will carry out an initial diagnosis before reporting an Incident to BT; to ensure that only Incidents in the Service are reported.
- 3.7.2 BT will aim to repair Incidents within four (4) hours of the Incident being logged, except where the repair requires a Site visit. BT will interrogate the Service remotely using the management links to determine the root cause(s) of the problem. If possible the problem will be rectified remotely. Where it is not possible to fix the problem remotely a Site visit will be scheduled in line with the Incident Repair service option the Customer has ordered.
- 3.7.3 BT will charge the Customer for time taken to repair Incidents caused by errors in CPE configurations managed by the Customer at the rates as agreed in an Order.
- 3.7.4 If a vendor issues a warning about vulnerability in its product, BT will assess the implications and recommend any actions that should be taken to protect service. BT accepts no responsibility for any impact on the Customer's Service or losses incurred as a result of such vulnerabilities.

### 3.8 Incident Management Options

This Service enables BT to detect potential problems and take steps to resolve them before they become Service affecting. It is provided using the management connection between the CPE and the BT remote management centre. The method of monitoring will vary according to the type of CPE that is being monitored. The Customer acknowledges that polling of LAN CPE connected as a stack may be limited to polling of the stack.

If a Service affecting Incident is found then BT will carry out remote diagnosis. BT will log the Incident in its Incident management system and take corrective action to resolve the Incident, in accordance with the Incident repair Service Option the Customer has ordered. BT will inform the Customer Contact of action taken and whether further action is required. If a Site visit is necessary it will take place during the hours of the Maintenance option selected in the Order.

If the Service includes Firewall equipment, BT will devise and implement any management IP addresses which may be required on the router through which the Firewall is connected to the management circuit.

**Standard Incident Management.** BT will monitor the status of CPE for basic operational signs to check that they are functioning correctly.

**Enhanced Incident Management.** As well as the tasks of Standard Incident Management, BT will monitor performance indicators such as central processor unit, backplane utilisation, port utilisation and protocol errors of infrastructure ports.

#### 3.8.1 Critical Port Monitoring

. BT will proactively monitor critical ports to show they are operating correctly. BT will monitor the critical ports continuously for status and performance information. The critical ports will be specified by the Customer and must be active twenty four (24) hours per day seven (7) days per week. Provision of this Service option is subject to BT verifying that it is technically feasible to monitor the critical ports specified.



### 3.9 Performance Reporting

BT provides Performance Reports for LAN and IPT Devices. The Service does not include any interpretation of the reports provided. BT will use its reasonable endeavours to ensure the accuracy and timeliness of the reports and the availability of any information which is to be provided online.

#### 3.9.1 LAN Performance Reporting

Information will be provided in graphical (dashboard) and/or text format. Historical information covering the last twelve (12) Months is included where relevant and available. Three (3) service options are available, Silver, Gold or Platinum Reports. The Customer must order the same reporting package across all devices. Performance Reporting is not available for any Wireless LAN.

#### 3.9.2 IP Telephony Performance Reporting

BT provides two (2) levels of reporting for IPT. The IPT Performance Reporting Services are available if the Customer has also ordered the IP Performance Management Service and have a Minimum Period of Service of three (3) years.

##### 3.9.2.1 IP Telephony Summary Reporting

BT will provide a range of reports with information on voice quality, call records, route pattern analysis and hardware performance. Daily, weekly and monthly reporting options are available and generally information is provided in graphical as well as text format.

Data will be stored online for a period of six (6) Months and stored offline for a period of two (2) years. Daily, weekly and monthly summary reports will be overwritten on a rolling basis but the Customer will be given the opportunity of, and be responsible for downloading reports for local storage.

##### 3.9.2.2 IP Telephony Real Time Reporting

The Customer must also order IP Telephony Summary Reporting. BT will give the Customer access to a secure web portal for accessing reports online. The BT reporting system will use end to end near real time data to give a current view of the main performance parameters, e.g. CPU utilisation, memory utilisation, disk partition performance, IP Telephony and PSTN trunk availability and voice quality.

### 3.10 Professional Services and Customer Training

BT provides Professional and Customer Training Services, delivered during Business Hours. These services will be delivered as specified on the Order.

If the Professional Service includes advice or work relating to any Customer Equipment, either operated by or on behalf of the Customer, or to the Customer technical design, BT does not guarantee that, following provision of the Professional Services, the Customer Equipment or the Customer's network will not be subject to any unlawful access, fraud or other misuse. BT will have no liability to the Customer in respect of such unlawful access, fraud or other misuse.

### 3.11 Meraki Camera

3.11.1 BT will manage the Meraki Camera in accordance with the terms of this Annex but not the footage recorded by it.

3.11.2 During the Meraki Camera install process installation teams perform several tasks that require the ability to view video footage in order to ensure that the Meraki Cameras are properly installed and meet Customer requirements. Once the installation process is complete the Customer can revoke BT's, and Cisco Meraki's, video access from the "Help" page.

3.11.3 If the Customer does not revoke BT access as set out in Paragraph 3.11.2 BT and Cisco Meraki access to video footage will automatically expire after seven days.

3.11.4 Where the Customer requires BT to have access to the video footage in order to deal with an Incident then the Customer administrator will need to grant BT access.

3.11.5 Any footage recorded is stored on the Meraki Camera, and should the Meraki Camera be lost, stolen or break, the recorded video footage will be lost.

3.11.6 The Customer can choose to have video footage stored in the cloud if the Customer procures the Microsoft Azure service. The terms of the Microsoft Azure Schedule will apply to any footage stored.

3.11.7 BT will procure licences for the Meraki Camera as set out in Paragraph 3.4 of Appendix 2 (LAN Connect Cloud Service) and the terms of Appendix 3 (Cisco Meraki EULAs) will apply to use of the Meraki Camera.

## 4 BT's Responsibilities

### 4.1 BT Service Management Boundary



- 4.1.1 BT's responsibility for LAN services ends at the port level of the LAN media and does not extend beyond the interface on the hub, switch or router.
- 4.1.2 BT's responsibility for voice services ends at the Private Branch Exchange (PBX) connected to BT's remote management interface and does not extend to Site wiring, telephone handsets (or other call terminating/receiving devices). For IP PBX's, BT's responsibility ends at the router or server the solution resides on.
- 4.2 BT accepts no liability for the quality of any IP Telephony voice calls which are made across any network unless such calls are enabled to be carried over BT's MPLS or IP Connect Global network as EF Class.

## **5 The Customer's Responsibilities**

### **5.1 General**

- 5.1.1 In addition, to the responsibilities set out in the General Services Schedule the Customer Contact will have the authority to make requests or agree proposals for changes to the Service, including withdrawal or suspension of access to the Service by Users. The Customer Contact will represent the Customer and reach agreements on the Customer's behalf at all meetings with BT.
- 5.1.2 The Customer must specify in the Order a contact person at each Site whom BT can contact during implementation any repair of Service.
- 5.1.3 In order to allow BT to do a remote management of the Service;
  - (a) the Customer is required to have a BT provided WAN. The WAN must remain in place for the duration of the Service as it will be used by BT to provide remote management. OR
- 5.1.4 If the Customer does not have a BT provided WAN then a fixed management link must be provided between the Customer Site and the BT management centre. There will be additional Charges for this link as agreed in an Order.
- 5.1.5 Delivery of the Service is dependent on the Customer providing a complete and up to date description/inventory of the applicable LAN infrastructure or CPE. If the Customer cannot provide this, then BT will provide consultancy services (at an additional Charge to be agreed in an Order) in order to obtain the information.
- 5.1.6 The Customer is responsible for the provision, installation, configuration, operation, monitoring and maintenance of equipment and cables connected to the Service but not provided by BT. This includes any equipment the Customer requires to perform its own network management, if management is not being provided by BT. BT does not make any undertaking regarding the interoperability of such equipment and cables with any CPE or Service supplied by BT.
- 5.1.7 The Customer is responsible for ensuring that it obtains the appropriate number of User and software licences for the duration of the Service.
- 5.1.8 Unless the Customer has ordered Configuration Management, the Customer is responsible for
  - (a) devising any IP addresses required for network management of the LAN (including IP Telephony); and
  - (b) using the appropriate software to back-up, store, archive and maintain all configurations.
- 5.1.9 The Customer shall be responsible for ensuring the compatibility of any applications it wishes to use with the Service, except applications that are provided by BT.
- 5.1.10 Any proposed change to the location of CPE requires BT's consent and may require a Site survey. Any re-location of CPE and associated Site survey will incur additional Charges as agreed in an Order.
- 5.1.11 Unless otherwise agreed in writing, the Customer is responsible for maintaining a copy of the latest CPE configuration to enable reloading in the event of hardware failure.
- 5.1.12 The Customer grants BT authority to undertake all necessary data verification exercises including but not limited to the review of information contained on any BT system, reasonably required to support any changes to the Service.
- 5.1.13 The Customer acknowledges that following a Wireless LAN Site survey, any change to the accommodation layout that may occur on the Site or in the surrounding area may affect the transmission of the electromagnetic waves used by the Wireless LAN, and BT has no liability for any failure to provide, maintain or repair Service which results from such change.
- 5.1.14 The Customer agrees to co-operate in diagnosing Incidents by carrying out any diagnostic and test routines requested by BT or included in the manufacturer's instructions, and allowing BT to carry out remote diagnostic tests where appropriate.

### **5.2 Voice Specific Customer Responsibilities**

- 5.2.1 The Customer is responsible for



- (a) integration of features and functionality of the BT provided IP Telephony service with any solution that is not provided by BT. BT reserves the right to charge for any necessary integration work it does;
- (b) installation and maintenance of any Softphone or wireless phone provided by BT as part of the Service;
- (c) providing and maintaining, if applicable, its own application environment; and
- (d) maintenance of any anti-virus or other security software applicable to the Service loaded, including new software updates and patches.

5.2.2 In addition to the Customer's responsibilities set out in 5.2.1, if BT is providing IP Telephony service across a WAN and/or LAN that is not maintained by BT then the Customer is responsible for:

- (a) design, configuration, implementation, maintenance and support of the WAN and/or LAN;
- (b) ensuring that the WAN and/or LAN can carry real time-sensitive traffic;
- (c) maintaining end to end integrity of the WAN and/or LAN solution and instructing the WAN and/or LAN service provider(s) to work with BT to ensure end to end voice quality; and
- (d) ensuring that its WAN and/or LAN solution integrates with the BT provided IP Telephony service, and any other element of the solution that is not provided by BT

### 5.3 LAN Specific Customer Responsibilities

If BT is providing a LAN, but not the associated WAN then the Customer is responsible for:

- (a) design, configuration, implementation, maintenance and support of the WAN;
- (b) integration of features and functionality between the BT provided LAN Service and the WAN; and
- (c) ensuring that the WAN solution integrates with the BT provided LAN and any other element of the solution not provided by BT. BT reserves the right to charge for any necessary integration work it does.

### 5.4 CPE Customer Responsibilities

The Customer is responsible for ensuring the Customer Equipment provided is suitable for its needs and compatible with the Service.

- (a) Unless otherwise expressly permitted by BT, the Customer agrees that all equipment such as routers, modems, terminal adapters or other devices by means of which a connection can be made between the Customers WAN or LAN or both, will constitute Customer Equipment and be subject to maintenance by BT in accordance with the requirements as set out in the Order.
- (b) If software is supplied under this Service Annex, the Customer must retain and store such software for future use by BT.
- (c) The Customer will provide suitable racking to house the CPE and will ensure that all areas containing permanently installed CPE are maintained in a clean condition.
- (d) The Customer will not stack any equipment or materials on top of the CPE and will ensure it is properly ventilated at all times. The Customer will ensure that there is a reasonable working area around the CPE.
- (e) The Customer shall operate the CPE in accordance with any instructions issued by its manufacturer or by BT and shall not repair, adjust or modify it without BT's prior written consent. However, the Customer may make configuration changes in accordance with the procedure and parameters set out in any documentation applicable to the CPE, and shall keep BT informed of any such changes.
- (f) If the Customer has not ordered a Maintenance option, then the Customer is responsible for any maintenance and BT accepts no responsibility or liability for any such work which shall be carried out at the Customers risk.

## 6 Charges and Payment Terms

- 6.1 Charges will be as detailed on the Order and will be paid in accordance with the Agreement.
- 6.2 Unless otherwise expressly specified by BT, charges for use by the Customer of PSTN or mobile communications in order to gain access to the Service are not included in the Charges for the Service. If the access network used by the Customer is provided by BT, BT will levy the applicable charges, under the relevant contract. However, if a call to the Service is generated from another licensed operator's network, the call will be subject to the terms, conditions and charges of that other licensed operator and the Customer is responsible for paying all applicable charges directly to the relevant telecommunications service provider.

## 7 Internet

- 7.1 If the Customer uses the Service to access the Internet, access and use of the Internet is solely at the Customer's risk and subject to all applicable laws. BT has no responsibility for any information, software, services or other materials obtained by the Customer using the Internet.
- 7.2 The Customer acknowledges that BT has no control over the information transmitted over the Service and that BT does not edit, review or modify such information. BT hereby excludes all liability for any information or material which can be accessed using the Service and for the transmission or reception of information of whatever



nature. BT shall not be responsible for any goods (including software) or services provided by third parties advertised, sold or otherwise made available by means of the Service or on the Internet.

## 8 Limitation of Liability

In addition to the provisions of the Agreement:

- 8.1 BT is not liable to the Customer, whether in contract, tort or otherwise, for the acts or omissions of other providers of telecommunications or Internet services (including Domain Name registration authorities) or for incidents in or failures of their equipment.
- 8.2 BT shall not be liable for any incidents caused by or any other work carried out by previous maintainers and for any interference caused by other parties using the same technology which were not present or detectable at the time of a Wireless LAN survey.
- 8.3 Although BT will use reasonable care and skill in carrying out its obligations under this Service Annex in accordance with the applicable arrangements, it is not possible to ensure that all instances of fraud, misuse, unwanted or unauthorised activity or access to the Customer Network will be prevented or detected. Whenever BT becomes aware that security has been compromised, BT may take any of the actions specified in the Agreement in order to limit any further occurrences of fraud, misuse, unwanted or unauthorised activity or access to the Customer's network. Nevertheless, BT accepts no liability for any such incidents or for any information held on the Customer's network, whether generated within the Customer's network or transmitted onto it from the Internet or otherwise, or for any loss or damage suffered by the Customer including corruption or destruction of any data held on the Customer's network which occurs as a result of any breach of security, irrespective of the cause. The Customer shall take responsibility for the content and application of security policies designed to prevent unwanted or unauthorised activity or access to the its network and for the implementation of suitable data archiving or other housekeeping activities which could minimise the effect of any breach of security.
- 8.4 BT shall not be liable for any video footage recorded on the Meraki Camera or for any access obtained by third parties to such footage.
- 8.5 BT shall not be liable for any losses incurred by you due to any interruption (including but not limited to third party attacks) in communications between the Customer and Cisco and any of its affiliates.

## 9 Termination of Service

- 9.1 If the Customer terminates the Service or any part of Service at any Site, before the OSD, (other than for the default of BT), or if BT terminates Service or any type of Service at a Site under the terms of the Agreement, BT may charge the Customer for any work performed, money spent or commitments entered into to meet the Customer's requirements up to and including the time of such termination and for any expenses incurred in removal from the Site of CPE. BT also reserves the right to review the Charges for Service to the remaining Sites, from the OSD for each Site.
- 9.2 In variance to the termination Charges as set out in the General Service Schedule, if the Customer terminates Service or any particular type of the Service at any Site after the OSD (other than for default by BT) or if BT does so, then the Customer will pay:
  - (a) Any applicable outstanding connection or maintenance Charges; and
  - (b) The Charges payable for the remainder of the Minimum Period of Service in respect of maintenance of LAN equipment taken over in accordance with this Annex; and
  - (c) Termination Charges equal to thirty-five (35) percent of the total outstanding recurring and/or maintenance Charges payable for the remainder of the Minimum Period of Service, and
  - (d) any costs incurred by BT and detailed in paragraph 9.1.

## 10 Service Levels

The Service Levels set out in the General Services Schedule apply to the Service.

- 10.1 For the avoidance of doubt:
  - (a) IP Telephony handsets are outside the IP Telephony Service Management Boundary.
  - (b) The Availability SLA is not available in locations. The Availability target, if any, for each Site will be specified in the Order.
- 10.2 The Availability Categories are:

LAN	Category
With Resilience (Dual Core Switches / Supervisors and Redundant Power)	Cat A
No Resilience	Cat D





<b>IP Telephony</b>	<b>Category</b>
Full Resilience (Clustered Servers)	Cat A
Partial Resilience (Box Resilience: Dual Processors and Mirrored Discs)	Cat C
No Resilience	Cat E



## Appendix 1 - BT One Enterprise Cisco

If selected by the Customer as set out in the Order, the BT One Enterprise Cisco service will form part of the Service Annex and this Appendix 1 will apply.

### 1 Defined Terms

In addition to all defined terms elsewhere in the Agreement, capitalised terms used in this Appendix 1 will have the following meanings:

“**BTEOC**” has the meaning given in paragraph 2.1 of this Appendix 1.

“**Cisco Enterprise License**” means a User based licensing model which is provided with the unified communications subscription service and which allows the Customer to purchase a bundled package of unified communications application options.

“**Cisco Software Support Service**” means a service that can be purchased by the Customer for (minimum) 1, 3 or 5 year terms and that allows BT to activate the Unified Communications Software Subscription; and access Cisco online resources and technical services on behalf of the Customer.

“**Cisco Unified Communications Manager**” or “**CUCM**” means a server based IP-PBX using Linux OS and providing call control and voice application features for enterprise networks.

“**Cisco Unified Communications Manager Business Edition**” or “**CUCMBE**” means a mid-size version of CUCM which is offered as an integrated all-in-one system on a single server, suitable for 1000 Users or less.

“**Cisco Unified Communications Manager Express**” or “**CUCME**” means an IOS based IP-PBX providing call control and voice application features.

“**Cisco Unified Communications Software Subscription**” means a subscription which can be purchased by the Customer for (minimum) 1, 3 or 5 year terms and, if activated and linked to a Cisco Software Support Service, entitles the Customer to software upgrades in accordance with paragraph 5.1 of this Appendix 1.

“**Cisco Unified Workspace License**” means a User-based licensing model which allows the Customer to purchase a bundled package of unified communications application options.

“**Cisco User Connect License**” means a User-based licensing model which allows the Customer to purchase a-la-carte unified communications application options.

“**CoS**” means “**Class of Service**”.

“**Customer Handbook**” means the handbook provided to the Customer by BT which provides further information about BTEOC.

“**CRM**” means Customer Relationship Management.

“**DCSP**” means Differentiated Services Code Point.

“**Dual Mode Device**” means a dual mode Mobile Device from the List of Approved Devices that is able to switch from Wi-Fi to GSM. Dual Mode Devices are not supplied as part of this contract and may be purchased separately by the Customer from BT or from third parties.

“**GSM**” means Global System for Mobile Communications.

“**List of Approved Devices**” means the list published by BT from time to time detailing the Mobile Devices suitable for use with mobility applications supplied under this Agreement.

“**Mobile Client**” means the software loaded on the User’s Mobile Device which enables voice and data traffic to be transmitted using GSM or WiFi networks (when available).

“**Mobile Device**” means a mobile phone upon which the Mobile Client is loaded. The Mobile Device is procured by the Customer against a separate contract (which may or may not be with BT) and any associated charges are a matter between the Customer and their MNO and do not form any part of this Agreement.

“**MNO**” means Mobile Network Operator.

“**NAS**” means Network Attached Storage.

“**Onsite Archive & Restoration Service**” means the service described in paragraph 3.5.2 of the BT LAN Connect Global Service Annex.

“**PSTN**” means Public Switched Telephone Network.

“**SIP**” means Session Initiation Protocol.

“**Single Mode Device**” means a Mobile Device operating over the mobile network only, i.e. GSM / GPRS / 3G.

“**SCCP**” means Skinny Client Control Protocol.

“**SQL**” means Structured Query Language.

“**Subscriber Identity Module**” or “**SIM**” means the smart card within a mobile or cellular handset.

“**TAPI**” means Telephony Application Programming Interface.

“**Wi-Fi**” means the underlying technology of WLAN based on the IEE 80211 specifications.

“**Wireless LAN**” or “**WLAN**” means the transmission of data over electromagnetic waves using CPE including access point and client adapter equipment.

### 2 BT One Enterprise Cisco Service Overview



- 2.1 The BT One Enterprise Cisco ("BTOEC") service enables the processing, switching and transmission of voice, video and data traffic using open standard IP Telephony technology.
- 2.2 BT does not guarantee and accepts no liability for the quality of any IP Telephony voice calls which are made across any network which is not enabled to carry CoS 1 data from the CoS 3 Model or Expedite Forwarding from the DSCP CoS Model.

### 3 BTOEC Service Components

BT will provide to the Customer at least one of the following four BTOEC components:

- 3.1 **Cisco Unified Communications Manager:** CUCM supports Cisco IP end points using SCCP and SIP and can be integrated with other UC applications to deliver additional functionality including voicemail, unified messaging, contact centre, session management, conferencing and mobility.
- 3.2 **Cisco Unified Communications Manager Business Edition:** CUCMBE can be integrated with the full range of IP endpoints and UC applications to deliver additional functionality including voicemail, unified messaging, contact centre, conferencing and mobility.
- 3.3 **Cisco Unified Communications Manager Express:** CUCME supports Cisco IP end points using SCCP and SIP and can support traditional PSTN connectivity options using both digital and analogue lines. CUCME can also provide integrations with TAPI clients, has a basic automatic call distribution application option, and can provide an integrated auto attendant, voicemail and interactive voice response systems.

### 4 BTOEC Additional Service Features

BT will provide to the Customer the following additional service features for BTOEC if selected by the Customer as set out in the Order:

- 4.1 **Messaging:**
  - 4.1.1 **Voice Mail:** enables Users to manage call handling and voice messages.
  - 4.1.2 **Unified Messaging:** a type of voice mail service that provides additional functionality by interfacing with a User's email client.
- 4.2 **Presence:** enables publication, collection and oversight of Users' status (e.g. 'on a phone call', 'in a meeting', 'away', available').
- 4.3 **Conferencing:** includes a range of voice, video and web conferencing capabilities.
- 4.4 **Contact Centre:** provides the following three primary functions:
  - 4.4.1 The 'interactive voice response' function provides interaction with callers by way of either dual tone multi frequency (tones generated by pressing the numbers on a phone's keypad) or speech input.
  - 4.4.2 The 'automatic call distribution' function provides the ability to intelligently route and queue calls to agents.
  - 4.4.3 The 'computer telephony integration' function provides interaction with other windows-based desktop applications, such as database interrogation. This does not though extend to full computer telephony integration with CRM systems.
  - 4.4.4 Other functions such as video based contact centre, web chat, and social media integration may also be included.
- 4.5 **Mobility**
  - 4.5.1 Where Mobility applications are provided BTOEC is delivered as a BT managed fixed-mobile convergence service enabling integration of the enterprise PBX and fixed voice infrastructure with the Users' Mobile Devices.
  - 4.5.2 The Customer will have the following responsibilities:
    - (a) It is the Customer's responsibility to download the Mobile Client onto the User's Mobile Device.
    - (b) The Mobile Devices provided for Users by the Customer will support other Customer provided applications which may require a client download and security settings as defined by the Customer. BT is not responsible for issues arising from interaction between the Mobile Client and other applications/clients co-resident on the Mobile Device.
    - (c) For Single Mode solutions, the Customer is responsible for provision of suitable Mobile Devices and SIM cards.
    - (d) For Dual Mode solutions, the Customer is responsible for the supply of suitable Dual Mode Devices and SIM cards.
    - (e) The Customer is responsible for ensuring that the contract for Mobile services with their MNO is compatible with a fixed-mobile convergence service from BT.



- (f) In the event that the changes are made to the Customer's mobile service under the contract with their MNO then any impact upon the Mobility service provided by BT under this Agreement attributable to such changes shall incur additional charges to restore BTOEC.

- 4.6 BT's responsibility for the Mobility service ends at the Software and server installed at the Customer's Site(s) and any Dual Mode Device(s) provided by BT under this Agreement (the "**Service Management Boundary**"). This includes provisioning, maintenance and management of all elements up to the Service Management Boundary. All Customer supplied applications (including those supplied by the Customer on the Mobile Devices) and services used in conjunction with the Mobility service are the Customer's responsibility and are outside of the Service Management Boundary. The Customer will contract directly with the MNO provider for the provision of mobile service and BT is not liable for any failure or incidents of the mobile service.
- 4.7 Voice Recording: enables the capture of conversations, and may also include instant messaging interactions, email contacts, key strokes and data input between the Customer and their customers.
- 4.8 Attendant Console applications provide the ability to manage several calls from multiple sources. Attendant Console features include: call control, busy lamp field and presence, speed dials, and directory integration.

## 5 Updates to User Licensing, Features and Software Subscriptions

- 5.1 The Customer may request free software upgrades for all software applications covered by the Customer's:
- (a) Cisco Unified Workspace Licenses; or
  - (b) Cisco User Connect Licenses,
- provided that, the Customer has in place an activated Cisco Unified Communications Software Subscription and Cisco Unified Communications Essential Operate Service for all licensed Users. BT will charge the Customer for installation and configuration of each software upgrade.
- Both Cisco User Connect Licenses and Cisco Unified Workspace Licenses are perpetual software licences for Cisco Unified communications applications.
- 5.2 The Customer has sole responsibility for purchasing, activating and renewing:
- (a) Cisco Unified Workspace Licenses;
  - (b) Cisco User Connect Licenses;
  - (c) Cisco Unified Communications Software Subscriptions;
  - (d) Cisco Unified Communications Essential Operate Services; and
  - (e) Cisco Enterprise Licenses.

## 6 Quality

- 6.1 Quality of Service ("**QoS**") for BTOEC may be affected if any of the networks involved in providing the end-to-end service are not QoS enabled, i.e. WLAN, LAN, WAN and Data Backhaul including Teleworker Broadband line. Where no formal QoS enablement has been created, e.g. Voice Class of Service, then the Customer may experience varying voice quality on calls.
- 6.2 BT does not guarantee the quality of service for mobile devices when using collaboration services when connected over the internet (outside the BT LAN/WAN infrastructure).

## 7 IPT Application Server Backup

- 7.1 Where the Customer has taken the Onsite Archive & Restoration Service, BT will configure those applications with inbuilt back-up functionality to back-up to the Network Attached Storage server which is supplied with the Onsite Archive & Restoration Service.
- 7.2 Where the Customer wishes to back-up an application which does not have inbuilt back-up functionality, then the Customer is responsible for ensuring that they supply and license necessary backup software and SQL service agent software to support IPT application backups.
- 7.3 Where the Customer requests BT to install and configure Customer supplied backup software, BT shall do so, but an additional charge will be payable as agreed in an Order.
- 7.4 The Customer is responsible for in-life management and updating of any Customer supplied back-up software on IPT application servers.
- 7.5 The Customer will provide fully licensed antivirus software for IPT backup servers.

## 8 System Integration

- 8.1 Where system integration is not being provided by BT the Customer is responsible for providing its own proxy server where there is a requirement to have transparent but controlled access to the internet. The Customer must ensure that every addressable interface in the 'private' side of the design can be addressed from the Customer address pool and policy.



- 8.2 The Customer is responsible for providing details of Users who do and do not have access to BTEOC.
- 8.3 The Customer is responsible for ensuring that testing of the security of the system is undertaken.



## Appendix 2 - LAN Connect Cloud Service

If selected by the Customer as set out in the Order, the LAN Connect Cloud Service will form part of the Service and this Appendix 2 will apply.

### 1 Defined Terms

“**Access Point**” or “**AP**” means a device that allows wireless devices to connect to a wired network using Wi-Fi Standards.

“**Anonymised Data**” means data where information identifying an individual is not visible to the Customer.

“**Cisco Meraki**” or “**BT Supplier**” means Cisco Meraki, a San Francisco corporation, having its principal place of business at 500 Terry A Francois Boulevard, CA 94158, United States of America

“**Customer Traffic**” means data passing between the User Device and the Host Services.

“**Dashboard**” means the LAN Connect Cloud web interface used to access the LAN Connect Cloud Controller.

“**Firewall**” means a hardware device together with any associated software, designed to prevent unauthorised access to your LAN.

“**Host Services**” means file servers, printers, applications etc. attached to the Customer’s Network.

“**LAN Connect Cloud Controller**” has the meaning given in paragraph 3.2.1.

“**LAN Connect Cloud CPE**” means access points, optional LAN switches and security devices.

“**Radio Frequency Survey**” means a survey conducted by BT, normally on Site, to establish the number of Access Points needed to provide the required radio coverage for LAN Connect Cloud Service to be provided. The radio frequency survey also establishes the type of access points required and where they should be located.

“**Stateful Firewall**” means a Firewall that keeps track of the status of network connections travelling across it.

“**User Device(s)**” means any equipment including any computer, smartphone, tablet used by the Customer in connection with the LAN Connect Cloud Service.

“**User Device Information**” means information about User Devices that connect to the Customer’s LAN, such as MAC addresses, device names, device types, operating systems, geolocation information, and information transmitted by devices when attempting to access or download data or content (e.g., hostnames, protocols, port numbers, and IP addresses) via the LAN.

### 2 LAN Connect Cloud Service Overview

- 2.1 BT will provide to the Customer a LAN Connect Cloud Service, comprised of:
  - 2.1.1 All of the service components set out in paragraph 3 as further detailed on the Order; and
  - 2.1.2 Any of the service options set out in paragraph 4 and additional service options set out in paragraph 5 that are selected by the Customer as set out in the Order (the “**LAN Connect Cloud Service**”).
- 2.2 LAN Connect Cloud Service is a cloud controlled wireless LAN and networking service which provides:
  - (a) Customers with visibility and, where permitted, control of network Users, their User Devices, and their applications via a Dashboard; and
  - (b) Users with wireless access to the Customer’s LAN and connected WAN.
- 2.3 BT will design and configure the LAN Connect Cloud Service in accordance with the details set out in the Order.
- 2.4 BT will provide to the Customer the following management services as standard: Project Management with BT Desk Based Project Manager, Rapid Faults Diagnostics, On-time Delivery and if recommended by BT, a Radio Frequency Survey per Site.
- 2.5 The standard Incident Repair for CPE related to BT LAN Connect Cloud Service operates between 8am and 5pm (9 Hours) on a Business Day. BT aims to get to the Site once the part has been provided by Cisco Meraki. Cisco Meraki will dispatch parts to Site within one (1) Business Day of notification of a faulty device. Alternatively the Customer may also select the optional Meraki Now Service as set out in paragraph 4.4 below.
- 2.6 BT will charge the Customer for any capacity upgrades and such Charges will be agreed in an Order prior to implementation of the upgrades.

### 3 LAN Connect Cloud Service Components

BT will provide to the Customer all of the following standard service components in accordance with the details set out in any applicable Order:

- 3.1 **Access Points**
  - 3.1.1 BT will provide Access Points that will serve as the connection point between the User Device and wired network. The Customer’s Users must be within radio range of an Access Point to enable wireless access to the Customer’s LAN.



- 3.1.2 The Access Points will establish secure connectivity with the LAN Connect Cloud Controller via the Internet. The Customer will ensure the Access Points are able to communicate with the LAN Connect Cloud Controller in accordance with the instructions provided by BT.
- 3.2 LAN Connect Cloud Controller**
- 3.2.1 BT will provide a LAN Connect Cloud Controller which is a centralised management and control infrastructure that provides visibility of the Customer's Network and is an interface for all configuration activities.
- 3.2.2 The LAN Connect Cloud CPE will use a secure Internet connection as set out in paragraph 3.1.2 of this Appendix to communicate with the LAN Connect Cloud Controller. The connection will be "**out of band**", which means any management traffic is separate from any Customer Traffic. Management traffic may include authentication data depending upon the options selected by the Customer.
- 3.2.3 The Customer will not transmit Customer traffic through the LAN Connect Cloud Controller.
- 3.3 Dashboard**
- 3.3.1 BT will provide access to a Dashboard that will provide read only visibility of the Customer Network (including visibility of network users, their devices and the applications they are using) and an interface for permitted configuration activities.
- 3.3.2 The Customer may carry out the following activities via the Dashboard:
- (a) run real time web based diagnostics;
  - (b) view reports;
  - (c) access detailed analytics;
  - (d) monitor the LAN Connect Cloud Service; and
  - (e) permit visitor access (Guest Access).
- 3.3.3 BT will provide management information and LAN Connect Cloud Service reports that will be limited to the reporting available via the Dashboard.
- 3.4 Licences**
- 3.4.1 BT will provide a licence with all LAN Connect Cloud CPE provided as part of the LAN Connect Cloud Service. The LAN Connect Cloud CPE will only operate once BT registers the licence with the LAN Connect Cloud Controller.
- 3.4.2 If the Customer elects to purchase additional licences during the Contract, BT will notify the Customer of any additional charges and extend the licence renewal date for all User Devices.
- 3.4.3 The Customer may purchase a licence renewal from BT. If a Customer chooses not to renew a licence the Customer will no longer be able to use the User Device associated with the licence.
- 3.4.4 The Customer will terminate the LAN Connect Cloud Services associated with a licence including any management services if it does not intend to renew a licence, in accordance with Clause 12.1 of the Agreement.
- 3.4.5 BT will notify the Customer of the expiry date of licences via the Dashboard.
- 3.4.6 The Customer will comply with the EULAs set out in Appendix 3 for all use of User Devices provided by Cisco Meraki, including any applicable LAN Connect Cloud CPE.

## **4 LAN Connect Cloud Service Options**

BT will provide to the Customer any of the following optional LAN Connect Cloud Services that are set out in any applicable Order and in accordance with the details and applicable extra Charges as set out in that Order:

- 4.1 LAN Switches**
- 4.1.1 If selected by the Customer, BT will provide LAN Switches that provide onward connectivity to Host Services and necessary power for Access Points to operate.
- 4.1.2 LAN Switches will establish secure connectivity with the LAN Connect Cloud Controller via the Internet. The Customer will ensure the LAN Switches are able to communicate with the LAN Connect Cloud Controller in accordance with the instructions provided by BT.
- 4.2 Security/ WAN Devices**
- 4.2.1 If selected by the Customer, BT will provide Security/ WAN Devices that include Firewalls which control incoming and outgoing network traffic. The Security/ WAN Devices will establish secure connectivity with the LAN Connect Cloud Controller via the Internet.
- 4.2.2 The Customer will ensure the Security/WAN Devices are able to communicate with the LAN Connect Cloud Controller in accordance with the instructions provided by BT.



- 4.2.3 Each Security/ WAN Device will support Stateful Firewalls and Integrated Intrusion Prevention (IPS) to secure networks. The scope of the security features supported will be determined by the licence provided. Firewall capability is available with the Enterprise Licence. More advanced security features are provided with the Advanced Security Licence.
- 4.2.4 Each security device will support software defined WAN services.
- 4.2.5 The Customer will have visibility over each Security Device via the Dashboard.
- 4.3 **Self-Install of the LAN Connect Cloud CPE**
  - 4.3.1 If selected by the Customer, this option allows the Customer to install the LAN Connect Cloud CPE without need for a BT engineer on-site. This option will only apply when BT provides LAN Connect Cloud CPE and will not apply to any other CPE BT provides under this Agreement.
  - 4.3.2 BT will remain being responsible for configuring any LAN Connect Cloud CPE provided as part of the LAN Connect Cloud Service.
- 4.4 **Meraki Now**
  - 4.4.1 Meraki Now provides the following equipment dispatch options which are available at an additional cost:
    - (a) **"Meraki Now 24x7x2"**: being an advance replacement parts Service based on a two-hour response time during twenty-four (24) hours per day, seven (7) days per week;
    - (b) **"Meraki Now 24x7x4"**: being an advance replacement parts Service based on a four-hour response time during twenty-four (24) hours per day, seven (7) days per week.
    - (c) **"Meraki Now 8x5x next Business Day"**; being an advance replacement parts Service whereby – where next Business Day delivery is available - an advance replacement part will be shipped the same day to arrive the next Business Day provided both the call and BT and BT's CPE supplier's diagnosis and determination of the failed hardware have been made before 3.00 pm local time. For requests after 3.00 pm local time the advance replacement part will be shipped the next Business Day. Where next Business Day delivery is not available, same day shipping will be provided. Under same day shipping, advance replacement part will be shipped from the serving depot location that same Business Day, provided that BT and BT's CPE supplier's determination of hardware failure has been made before 3.00 pm local time. Determinations that occur after 3.00 pm local time will be shipped the following Business Day.
- 4.5 **Other Options.** BT may also provide to the Customer the following additional services subject to additional Charges to be agreed on an Order: Simple Service Requests, Professional Services, Standard Incident Management and taking over the management and maintenance of Customer Existing Equipment.

## 5 Associated Services and Third Parties

- 5.1 **Guest Access**

BT will provide Guest Access that provides authorised Users access to a Customer's Wireless LAN to enable connection to the Internet. Guest Access will be subject to Guest Access terms and conditions and BT Wi-Fi or Internet Connect terms and conditions depending on the access product the Customer selects.
- 5.2 **Customer Equipment**
  - 5.2.1 The Customer may request BT to take over the management and maintenance of the Customer's existing cloud managed WLAN equipment. This will be subject to the Customers Existing Equipment terms and conditions set out in the General Services Schedule.
  - 5.2.2 The Customer will have the following services in place that will connect to LAN Connect Cloud Service and are necessary for LAN Connect Cloud Service to function and will ensure that these services meet the minimum technical requirements specified by BT:
    - 5.2.2.1 **Internet Connection**
      - (a) The Customer will provide an Internet connection in order to use the LAN Connect Cloud Service. The Internet connection may be BT provided Internet or Customer provided Internet.
      - (b) The Customer will ensure all Firewall rules permit the LAN Connect Cloud CPE to connect to the Internet.
    - 5.2.2.2 **Power over Ethernet ("PoE")**
      - (a) The Customer will be responsible for providing suitable PoE which conforms to IEEE 802.3af / 802.3at, where BT is not providing PoE for User Devices.
- 5.3 BT shall not be liable for any losses incurred by you due to any interruption (including but not limited to third party attacks) in communications between the Customer and Cisco and any of its affiliates.





## 6 LAN Connect Cloud Service Features

- 6.1 BT's Supplier may introduce new LAN Connect Cloud features from time to time that will be available to all Customers with suitable LAN Connect Cloud CPE.
- 6.2 The Customer may be required to restart any dependent User Devices to ensure continuity of LAN Connect Cloud Service will be maintained when BT introduces new features. The Customer may lose LAN Connect Cloud Service if a User Device is not restarted when required.

## 7 Data

- 7.1 The Customer acknowledges that by using the LAN Connect Cloud Service they may collect data from User Devices that connect to their LAN. This may result in the transfer of data to BT and/or its suppliers for processing and storage, including data that may be classed as Personal Data (collectively, "**Customer Data**").
- 7.2 The Customer will obtain any necessary consent from their Users regarding collection, processing, and storage of Customer Data.
- 7.3 BT and/or its suppliers may process and store User Device Information on the Customer's behalf so the Customer may monitor the use and performance of their LAN and exercise control (such as network traffic shaping) over traffic passing over their LAN.
- 7.4 The Service will enable Customers to collect MAC addresses from Wi-Fi enabled Devices that are within range of their wireless LAN. BT and/or its suppliers will not store these MAC addresses on its servers, except in a de-identified form, unless a User consciously decides to connect their Device to an Access Point. The Customer will not store these MAC addresses on its LAN CPE and/or servers, except in a de-identified form. The Customer is solely responsible for the configuration of their Access Points for the transfer of MAC addresses to their LAN CPE and/or Servers and for what happens to the MAC addresses following such transfer.
- 7.5 Any collection and/or processing of such Customer Data shall be subject to the data protection conditions as agreed in the General Terms and Conditions.

## 8 Exclusions

The following provisions as set out in the Service Annex for BT LAN Connect Global are excluded from the LAN Connect Cloud Service:

- (a) Archive Active Software Configuration;
- (b) Enhanced Incident Management and Critical Port Monitoring;
- (c) Performance Reporting;
- (d) Remote management unless the standard Incident Management service has been selected; and
- (e) Service Levels and related Service Credits.



## Appendix 3 – Cisco Meraki EULA

### 1 Cisco Meraki EULA

- 1.1.1 By entering into this Agreement and procuring or using any Cisco Meraki equipment the Customer agrees to the terms of the end user licence agreements set out at the web addresses below:-
  - (a) <http://www.cisco.com/go/eula> ("**Cisco EULA**"); and
  - (b) <http://www.cisco.com/web/products/seula/meraki-seula.pdf> ("**Meraki EULA**")as both may be amended or supplemented in accordance with their terms and collectively called "**EULAs**".
- 1.1.2 The Customer and their users will observe and comply with the EULAs for all use of the applicable Software.
- 1.1.3 If the Customer does not comply with the EULAs, BT may restrict or suspend the Service upon reasonable Notice, and:
  - (a) the Customer will continue to pay the Charges for the Service until the end of the Minimum Period of Service; and
  - (b) BT may charge a re-installation fee to re-start the Service.
- 1.1.4 The Customer will enter into the EULAs for their own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULAs are between the Customer and Cisco Meraki and you will deal with Cisco Meraki with respect to any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.
- 1.1.5 Where the EULAs are presented in a 'click to accept' function and the Customer requires BT to configure or install Software on their behalf, BT will do so as the Customer's agent and bind the Customer to the EULAs.