



# BT Connect Intelligence – Infovista Schedule to the General Terms

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## A NOTE ON 'YOU'

'You' and 'your' mean the Customer.

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

## WORDS DEFINED IN THE GENERAL TERMS

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

## Part A – The Service

### 1 SERVICE SUMMARY

BT will provide you with a set of managed services that will provide Application performance monitoring, across your WAN using the CMS and Probes. The service BT will provide to you is comprised of:

- 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 CMS Access

BT will provide access to the CMS via the Portal 24 hours a day, seven days a week.

#### 2.2 Visibility and Self Management

BT will provide you with the following on the CMS:

- 2.2.1 real time visibility of the performance of Applications and Traffic across the WAN on a per Application or per Site basis, including:
  - (a) volume of Applications and Traffic;
  - (b) number of sessions;
  - (c) TCP metrics;
  - (d) one way delay;
  - (e) packet loss; and
  - (f) jitter per flow;
- 2.2.2 viewable Applications and Traffic performance reports and metrics on a per Application or per Site basis ("**Reports**") that are available for one year from the date the information is captured by BT;
- 2.2.3 the ability to download Reports for one year from the date the information is captured by BT; and
- 2.2.4 the ability to manage in accordance with the Application Policy:
  - (a) your digital certificates for the acceleration of specific protocols;
  - (b) the Zscaler Service GRE Tunnel; and
  - (c) IPSec VPN parameters.

#### 2.3 Policies

BT will agree with you:

- 2.3.1 the configuration of Application priorities using the Application Priority List and the CRF, ("**Application Policy**"); and
- 2.3.2 a policy for WAN access and Traffic balancing in accordance with the Application Policy that BT will set out in the Data Capture Form and which may be prioritised by:
  - (a) session;
  - (b) Traffic type (real-time, batch or interactive);
  - (c) importance (top, high, medium and low),
 ("**Configuration Policy**").

### 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 Professional Services

BT will at your request provide a Connect Intelligence Specialist to:

3.1.1 assist you with the creation of the Application Priority List; and

3.1.2 agree the Application Policy and Configuration Policy with you, (“**Professional Services**”).

#### 3.2 Control

BT will:

3.2.1 create and agree in accordance with the Policy:

(a) an IPSec Tunnel to VPN Gateway; and

(b) a GRE Tunnel to the Zscaler Service;

3.2.2 enable base firewall functions;

3.2.3 enable hybrid VPN capacity; and

3.2.4 enable the end to end traffic prioritisation mechanism.

#### 3.3 Optimisation

BT will in accordance with the Policy:

3.3.1 compress Traffic including TLS/SSL;

3.3.2 cache Traffic including TLS/SSL; and

3.3.3 accelerate Traffic.

### 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 demarcation points set out in this Paragraph 4, (“**Service Management Boundary**”).

4.2 The Service Management Boundary is either the:

4.2.1 port on a Physical Probe; or

4.2.2 monitoring of Software in the Virtual Probes.

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

4.4 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 WAN;

5.1.2 LAN;

5.1.3 to permit access to the CMS from each Physical Probe, access that will be either:

(a) Internet access; or

(b) Internet access via MPLS;

5.1.4 a VPN Gateway where you request IPSec Tunnel to VPN Gateway; and

5.1.5 a Zscaler Service where you request GRE Tunnel to the Zscaler 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 a service to that Site and no alternative service is available at reasonable cost.

## 6 EQUIPMENT

### 6.1 Use of BT Equipment

In relation to BT Equipment, you 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 Site(s) without BT's written consent and, you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;
- 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 ensure that the owner of the Site(s) will not claim ownership of the BT Equipment, even where the BT Equipment is fixed to the Site(s);
- 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 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 your accounting books;
- 6.1.11 where there is a threatened seizure of the BT Equipment, or anything listed in Clause 18.3 of the General Terms applies to you, 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.

## 7 SPECIFIC TERMS

### 7.1 Changes to the Contract

- 7.1.1 BT may amend the Charges where:
  - (a) you notify BT in accordance with Paragraph 9.2.10; or
  - (b) BT notifies you in accordance with Paragraph 8.3.5.
- 7.1.2 If you do not accept the new Charges, BT will make no further configuration changes to the Service.

### 7.2 Minimum Period of Service

At the end of the Minimum Period of Service, unless one of us gives Notice to the other of an intention to terminate the Service in accordance with the Contract, BT will continue to provide the Service and the same Charges will apply and both of us will continue to perform each of our obligations in accordance with the Contract.

### 7.3 Termination for Convenience

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

### 7.4 Customer Committed Date

- 7.4.1 If you request a change to the Service or any part of the Service, then BT may revise the Customer Committed Date to accommodate that change.
- 7.4.2 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.

## 7.5 Cancellation Charges

For the purposes of Clause 16.2 of the General Terms, if you cancel an Order, or part of it, any time before the Service Start Date you will have to pay BT, BT's reasonable costs incurred in getting ready to provide the Service.

## 7.6 Licence

Any Software included in the Service is for the purposes set out in Paragraphs 2 and 3 and is provided only for your own business use.

## 7.7 Professional Services

### 7.7.1 BT:

- (a) will perform the Professional Services using personnel BT considers to be suitably qualified ("**Personnel**");
- (b) is solely responsible for directing, controlling and supervising the work performed by the Personnel;
- (c) may vary the Personnel to meet BT's business needs and the personal needs of the Personnel and will give you reasonable notice of changes to the Personnel;
- (d) may assign Personnel to perform similar services for third parties;
- (e) may where:
  - (i) you ask BT to; and
  - (ii) where alternative Personnel are available,

replace Personnel that are not reasonably acceptable to you.

7.7.2 BT's conditions of employment or where applicable the Supplier's conditions of employment will apply to Personnel.

7.7.3 You will at BT's reasonable request, promptly at no charge to BT provide adequate office accommodation, facilities and other support, including but not limited to securing access for BT to any End Customer Site or third party premises, BT requires for the effective performance of the Professional Services;

7.7.4 You will not during the period the Personnel are performing the Professional Services and for 12 months after completion of the Professional Services:

- (a) employ or engage as an independent consultant; or
- (b) offer employment to,

Personnel without BT's prior written agreement. Breach of Paragraph 7.7.4 is a breach of the Contract not capable of remedy in accordance with Clause 18 of the General Terms and BT may apply damages equivalent to the Charge for one hundred days' work of the individual at his or her current daily fee rate.

7.7.5 BT will not apply Paragraph 7.7.4 where the individual successfully applies for a position advertised by you.

## 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 will:

- 8.1.1 provide you with contact details for the Service Desk;
- 8.1.2 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and have been notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT are in breach of any of BT's obligations under this Contract;
- 8.1.3 agree the Application Priority List and the Policy with you;
- 8.1.4 install any Physical Probes at the Sites as set out in the Order;
- 8.1.5 provide the Optimisation Agent to you for any Virtual Probes;
- 8.1.6 where Professional Services are included in the Contract, make available the Connect Intelligence Specialist as set out in that Order; and
- 8.1.7 provide you with a Customer Committed Date and will use reasonable endeavours to meet any Customer Committed Date.

#### 8.2 Commissioning of the Service

8.2.1 Before the Service Start Date, BT will after a reasonable period of stability as determined by BT, enable the Probes; and

- (a) configure the Service;
- (b) identify all Applications and Traffic flow patterns across the WAN within a month of BT's installation of the first Physical Probe at the first Site;
- (c) conduct a series of standard tests on the Service to ensure that it is configured correctly; and
- (d) connect the Service to each Enabling Service.

8.2.2 On the date that BT has completed the activities in this Paragraph 8.2 confirm to you the Service Start Date.

#### 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 you report an Incident on the BT Network;
- 8.3.2 will maintain the Portal and the CMS;
- 8.3.3 may carry out Maintenance from time to time and will use reasonable endeavours to inform you at least five Business Days before any Planned Maintenance on the Service or BT Equipment however, BT may inform you with less notice than normal where Maintenance is required in an emergency;
- 8.3.4 may, in the event of a security breach affecting the Service, require you to change any or all of your passwords. BT does not guarantee the security of the Service against unauthorised or unlawful access or use; and
- 8.3.5 may using the data available on the CMS, identify an increase in the number of Users or the use of the Service by Sites not set out in the Order. BT will, where:
  - (a) the number of Users is more than five per cent above the number set out in the Order, or
  - (b) there are Sites using the Service not listed in the Order,notify you in writing of the increase and apply an additional Charge.

#### 8.4 The End of the Service

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

- 8.4.1 may disconnect and remove any BT Equipment located at the Site(s); and
- 8.4.2 may delete any Content.

### 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 complete the Data Capture Form;
- 9.1.2 provide the Application Priority List and by doing so confirm that BT is not responsible for the reduced performance of low priority Applications;
- 9.1.3 agree the Policy with BT;
- 9.1.4 download and install the Optimisation Agent onto the Virtualisation Platform;
- 9.1.5 inform BT of any changes to the Applications or underlying operating systems that may require a change to the Policy;
- 9.1.6 allow Management Traffic across the Internet Security Infrastructure;
- 9.1.7 provide BT with the names and contact details of the Customer Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 9.1.8 provide BT with any information reasonably required without undue delay;
- 9.1.9 provide BT or the Supplier with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Service;
- 9.1.10 complete any preparation activities that BT may request to enable you to receive the Services promptly and in accordance with any reasonable timescales;
- 9.1.11 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
- 9.1.12 in jurisdictions where an employer is legally required to make such disclosure to its Users and other employees:
  - (a) inform your 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 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 to comply with this Paragraph 9.1.12 and indemnify BT from and against any Claims, losses, costs or liabilities brought by your Users and other employees against BT arising out of BT's delivery of the Services.
- 9.1.13 ensure that the LAN protocols and Applications you use will be compatible with the Service;
- 9.1.14 obtain the approval of the provider of the LAN for use of the LAN with the Service;
- 9.1.15 prepare and maintain the Site(s) for the installation of BT Equipment and supply of the Service, including:
  - (a) provide a suitable and safe operational environment for any BT Equipment or Purchased Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and applicable installation standards;
  - (b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect BT Equipment or Purchased Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance Services;
  - (c) carry out any work that may be required after installation to make good any cosmetic damage caused during the installation or maintenance Services;
  - (d) provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the Service, BT Equipment or Purchased 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, will provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards; and
  - (e) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate.
- 9.1.16 not use the Service to contravene or circumvent local laws and regulations. BT will consider any circumvention or contravention of local laws and regulations to be a material breach and BT may:
  - (a) suspend the Service and BT may refuse to restore the Service until BT receives an acceptable assurance from you that there will be no further contravention or circumvention;
  - (b) terminate the Service upon Notice.
- 9.1.17 be responsible for obtaining any local import or User licenses and any necessary written authority from the relevant regulatory bodies to enable BT to provide the Service; and
- 9.1.18 for the Optimisation Service Option provide and maintain:

- (a) a static IP Address routable from all parts of your WAN for each Probe; and
- (b) a Virtualisation Platform for each Virtual Probe.

## 9.2 During Operation

On and from the Service Start Date, you will:

- 9.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 9.2.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and will be available for all subsequent Incident management communications;
- 9.2.3 notify BT of any changes to the Enabling Services or maintenance of the Enabling Services that may reasonably be expected to affect the performance of the Service;
- 9.2.4 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;
- 9.2.5 ensure that any Customer Equipment that is connected to the Service or that you use, directly or indirectly, in relation to the Service is:
  - (a) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means;
  - (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 Service, 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;
- 9.2.6 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 9.2.7 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;
- 9.2.8 maintain a written list of current Users and provide a copy of such list to BT within five Business Days following BT's written request at any time;
- 9.2.9 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and:
  - (a) immediately terminate access for any person who is no longer a User;
  - (b) inform BT immediately if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
  - (c) take all reasonable steps to prevent unauthorised access to the Service;
  - (d) satisfy BT's security checks if a password is lost or forgotten; and
  - (e) change any or all passwords or other systems administration information used in connection with the Service if BT requests you to do so in order to ensure the security or integrity of the Service;
- 9.2.10 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order and inform BT within 20 Business Days if:
  - (a) the number of Users increases by more than five per cent; or
  - (b) the Service is used by sites not listed on the Order;
- 9.2.11 not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case you will ensure the prior User will no longer have any right to access or use the Service; and
- 9.2.12 comply with the provisions of any Software licences provided with or as part of the Service.

## 9.3 The End of the Service

On termination of the Service by either you or BT, you will:

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



## 10 NOTIFICATION OF INCIDENTS

Where you become aware of an Incident:

- 10.1 the Customer Contact will report it to the Service Desk;
- 10.2 BT will give you a Ticket;
- 10.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
  - 10.3.1 you confirm that the Incident is cleared within 24 hours after 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 as set out in any applicable Order.
- 11.2 Unless set out otherwise 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 Recurring Charges, monthly in advance on the first day of the relevant month and for any period where Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
  - 11.2.3 Charges for Professional Services on the earlier of completion of the Professional Services or termination of the Service;
  - 11.2.4 Charges for changes to the Service on completion of the changes; and
  - 11.2.5 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 data variances that are caused by maintenance to the Enabling Services that have not been notified to BT in accordance with Paragraph 9.2.3;
  - 11.3.3 Charges for commissioning the Service as set out in Paragraph 8.2 outside of Business Hours;
  - 11.3.4 Charges for expediting provision of the Service at your request after you have been informed of the Customer Committed Date;
  - 11.3.5 Charges for restoring the Service if the Services has been suspended in accordance with Clause 10.1.2 of the General Terms or Paragraph 9.1.16(a);
  - 11.3.6 Charges for cancelling an Order in accordance with Clause 16 of the General Terms; and
  - 11.3.7 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 17 of the General Terms 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 any remaining Charges outstanding with regard to BT Equipment or the Professional Services;
  - 12.1.3 any other Charges as set out in any applicable Order.
- 12.2 In addition to the Charges set out at Paragraph 12.1 above, if you terminate during the Minimum Period of Service, you will pay BT:
  - 12.2.1 for any parts of the Service that were terminated during the Minimum Period of Service, Termination Charges, as compensation, equal to 100 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service; and

12.2.2 any waived Installation Charges.

### 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 both agreed in writing on the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change.

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

**Part C – Service Levels**

**14 SERVICE CARE LEVEL**

**14.1 Availability Service Level**

14.1.1 From the Service Start Date BT will provide the Service on Physical Probes in accordance with the target availability set out in the Table in this Paragraph 14.1 (“**Availability Service Level**”).

Annual Target Availability (%)	Annual Target Downtime (hours)	Monthly Target Downtime (minutes)	Service Credits as a percentage of the monthly Recurring Charge at the Site	Service Credit Interval
≥ 99.50%	43	225	4%	1 hour

14.1.2 The Annual Target Availability and Annual Target Downtime are targets only and no Service Credits are payable for a failure to achieve the Annual Target Availability and Annual Target Downtime.

**14.2 Availability Service Credits**

14.2.1 If a Qualifying Incident occurs BT will measure and record Downtime in units of full minutes in respect of the Contracted Maintenance Hours for Qualifying Incidents in the Physical Probes.

14.2.2 Upon resolution of a Qualifying Incident in accordance with Paragraph 10.3:

- (a) BT will calculate the cumulative Downtime at the Site for the Month in which the Qualifying Incident occurred (“**Cumulative Monthly Availability Downtime**”), and
- (b) if the Cumulative Monthly Availability Downtime at the Site exceeds the Monthly Target Downtime you may request Service Credits for each Service Credit Interval above the Monthly Target Downtime rounded up to the next Service Credit Interval.

**15 REQUESTS FOR SERVICE CREDITS**

15.1 You may request applicable Service Credits within 28 days of the end of the Month in which a Qualifying Incident occurred by providing details of the reason for the claim. Any failure by you to submit a request in accordance with this Paragraph 15.1 will constitute a waiver of any claim for Service Credits for that Month.

15.2 Upon receipt of a valid request for Service Credits in accordance with Paragraph 15.1:

15.2.1 BT will issue you with the applicable Service Credits by deducting those Service Credits from your invoice within two billing cycles of the request being received; and

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

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

15.4 The Service Levels under this Schedule will not apply:

- 15.4.1 in the event that Clause 8 or Clause 23 of the General Terms applies;
- 15.4.2 during any trial period of the Service;
- 15.4.3 to Virtual Probes;
- 15.4.4 if you cause a delay or do not provide any requested information in accordance with any reasonable timescales BT requests;
- 15.4.5 if you do not inform BT of any changes in accordance with Paragraph 9.2.3; or
- 15.4.6 to any Incident not reported in accordance with Paragraph 10.

## Part D – Defined Terms

### 16 DEFINED TERMS

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

**“Annual Target Availability”** has the meaning given in Paragraph 14.1.1.

**“Annual Target Downtime”** has the meaning given in Paragraph 14.1.1.

**“Application”** means a computer program supporting a business task such as order processing, payroll, email or business resource planning.

**“Application Policy”** has the meaning given in Paragraph 2.3.1.

**“Application Priority List”** means the list of Applications provided by you to BT that lists the priority that Applications are to be given.

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

**“Availability Service Level”** has the meaning given in Paragraph 14.1.

**“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.

**“Cloud Management System”** or **“CMS”** means the BT platform used to manage the Service.

**“Configuration Policy”** has the meaning given in Paragraph 2.3.2.

**“Connect Intelligence Specialist”** means Personnel employed by BT or the Supplier or subcontractor certified by the Supplier to undertake in depth analysis of your Application behaviour and to provide recommendations to you.

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

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

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

**“Cumulative Monthly Availability Downtime”** has the meaning given in Paragraph 14.2.2(a).

**“Customer 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.

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

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

**“Data Capture Form”** means the form completed by you and BT capturing further details of the Applications agreed between both of us and which forms part of the Contract.

**“Downtime”** means the time between the reporting of a Qualifying Incident in accordance with Paragraph 10 and the clearing of the Qualifying Incident in accordance with Paragraph 10.

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

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

**“GRE Tunnel”** means the encapsulation protocol for network layer traffic.

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

**“Internet Security Infrastructure”** means any security solution including a firewall or proxy implemented by the Customer to secure and monitor traffic between the Customer Infrastructure and the Internet.

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

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

**“IPSec Tunnel(s)”** means a static or dynamic communication path for IP Traffic between two end points.

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

**“Management Traffic”** means any data sent from a Probe to the CMS for configuration, reporting or monitoring.

**“Minimum Period of Service”** means a period of 36 consecutive months beginning on the Service Start Date, unless set out otherwise in any applicable Order and a period of 12 consecutive months for any additions to the Service not including on the initial Order, commencing on the date that the additions to the Service are activated on the Service.

**“Month”** means a calendar month.

**“Monthly Target Downtime”** has the meaning given in Paragraph 14.1.1.

**“Optimisation Agent”** means Software that optimises the Traffic and which is downloaded by you.

**“Personnel”** has the meaning given in Paragraph 7.7.1.

**“Physical Probe”** means BT Equipment that provides optimisation capacity and which is located in the CMS or by agreement between you and BT at a Site.

**“Planned Maintenance”** means any Maintenance BT has planned to do in advance.

**“Policy”** means the Configuration Policy and the Application Policy.

**“Portal”** means the portal available at: [www.mybt.com](http://www.mybt.com) from which you can access the CMS.

**“Probe”** means a Physical Probe or a Virtual Probe.

**“Professional Services”** has the meaning given in Paragraph 3.1.

**“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) Planned Maintenance;
- (c) you have performed any network configurations that BT did not approve;
- (d) an Incident has been reported and BT cannot confirm that an Incident exists after performing tests; or
- (e) you requested BT to test the Service at a time when no Incident has been detected 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.

**“Reports”** has the meaning given in Paragraph 2.2.2.

**“Secure Sockets Layer”** or **“SSL”** means a cryptographic protocol providing security of data sent over the Internet.

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

**“Service Care Level”** means the Availability Service Level.

**“Service Credit”** has the meaning given in Paragraph 14.1.1.

**“Service Credit Interval”** has the meaning given in the table at Paragraph 14.1.1.

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

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

**“Session”** means a unique flow of information in between two IP hosts for a given application.

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

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

**“Supplier”** means InfoVista SAS at 6, rue de la Terra De Feu, 91952 Courtaboeuf Cedex, France.

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

**“Traffic”** means any data, voice or video sent or received which is transferred through a Probe.

**“Transmission Control Protocol”** or **“TCP”** means a transport protocol providing a system of acknowledgement and re-transmissions enabling a two way data stream.

**“Transport Layer Security”** or **“TLS”** means a cryptographic protocol providing privacy of data sent over the Internet.

**“Virtualisation Platform”** means the part of the WAN permitting the activation of Virtual Probes.

**“Virtual Probe”** means the Optimisation Agent once downloaded onto the Virtualisation Platform.

**“VPN”** mean a virtual private network.

**“VPN Gateway”** means a server provided by you used to terminate the IPSec Tunnel.

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

“**Zscaler Service**” means the firewall and Internet proxy service provided by you.