



Cloud Connect Acceleration 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 the Cloud Connect Acceleration service that will enable you to gain improved performance when connecting to applications in the Cloud. Cloud Connect Acceleration will provide you with application acceleration and network bandwidth optimisation on connections to applications in the Cloud (Cloud Connect Direct) and/or access to Internet based applications from your Virtual Private Network (VPN) (Internet Gateway).

The service is supported by a licence deployed and configured on a BT server within a BT GPoP.

The service we will provide to you is comprised of the Standard Service Components 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 For existing BT Connect Acceleration Customers BT will:

- (a) provide server hosting within the BT GPoP to deploy the Acceleration Licence;
- (b) provide the Acceleration Licence;
- (c) install and configure the Acceleration Licence;
- (d) manage the underlying infrastructure;
- (e) provide management of the Service in accordance with your existing BT Connect Acceleration service through a centralised management platform. Management of the Service will be subject to your separate BT Connect Acceleration terms and conditions;
- (f) provide a connect intelligence specialist who will configure your customer specific policies in accordance with your existing BT Connect Acceleration service;
- (g) provide access to reporting in accordance with your existing BT Connect Acceleration Service;
- (h) provide proactive and reactive monitoring of the underlying infrastructure;
- (i) monitor the Service in accordance with your existing BT Connect Acceleration service;
- (j) provide Incident management in accordance with the applicable options provided under your existing BT Connect Acceleration service;

2.2 For Customers without the BT Connect Acceleration service BT may:

- (a) host the Acceleration Licence on the BT server within the BT GPoP;
- (b) install the OVA file;
- (c) provide you with access to the management interface;
- (d) only carry out all the steps set out in points (a)-(c) above when Incidents occur with the Service caused by the BT infrastructure.

2.3 Customers without BT Connect Acceleration will be responsible for:

- (a) purchasing and installing the required licence for the Service;
- (b) upgrading the required licence where required. This includes obtaining a Central Management Licence where required;
- (c) management and configuration of the Service.

3 Service Options

The Service does not include any Service Options.

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 port on the BT Equipment which provides connectivity to the BT MPLS Network at the cloud service node (the PE Router) and the BT Equipment on the same cloud service node where the Supplier's Steelhead service is provided.
("Service Management Boundary").
- 4.2 BT will have no responsibility for the Service outside the Service Management Boundary.
- 4.3 BT does not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software.

5 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 one of the following services:
- (a) BT Connect Acceleration; or
 - (b) Customer provided Riverbed Steelhead service;
- and
- 5.1.2 one of the following BT WAN Services:
- (a) Cloud Connect Direct; or
 - (b) Internet Gateway.
- (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 If you are required by Applicable Law to purchase the Service from a third party supplier, BT may, if you agree to it, manage the Service as your agent.
- 5.4 BT will not be liable for failure to or delay in supplying the Service to a Site if another supplier delays and no alternative service is available at reasonable cost.]

6 Equipment

The Service does not include any Equipment.

7 Specific Terms

7.1 Minimum Period of Service and Renewal Periods

- 7.1.1 Unless one of us gives Notice to the other of an intention to terminate the Service at least 90 days before the end of the Minimum Period of Service or a Renewal Period ("**Notice of Non-Renewal**"), at the end of the Minimum Period of Service or any subsequent Renewal Period, the Service will automatically extend for the Renewal Period, and both of us will continue to perform each of our obligations in accordance with the Contract.
- 7.1.2 In the event that one of us gives a Notice of Non-Renewal, BT will cease delivering the Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.
- 7.1.3 BT may propose changes to this Schedule or the Charges (or both) by giving you Notice at least 90 days prior to the end of the Minimum Period of Service and each Renewal Period ("**Notice to Amend**").
- 7.1.4 Within 21 days of any Notice to Amend, you will provide BT Notice:
- (a) agreeing to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period; or
 - (b) requesting revisions to the changes BT proposed, in which case both of us will enter into good faith negotiations for the remainder of that Minimum Period of Service or Renewal Period, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period; or
 - (c) terminating the Contract at the end of the Minimum Period of Service or Renewal Period, as applicable.
- 7.1.5 If we have not reached agreement in accordance with Paragraph 7.1.4(b) by the end of the Minimum Period of Service or the Renewal Period, as applicable, the existing terms of this Schedule will apply from the beginning of the following Renewal Period unless you elect to give Notice in accordance with Paragraph 7.1.4(c) or BT may give Notice of termination, in which case BT will cease delivering the Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.



7.2 Customer Committed Date

- 7.2.1 If you request a change to the Service or any part of the Service, including any Purchased Equipment or any IP Address location, then BT may revise the Customer Committed Date to accommodate that change.
- 7.2.2 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.

7.3 Cancellation Charges

- 7.3.1 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 BT may raise Charges in respect of work performed, money spent and commitments entered into to meet the Customer's requirements up to and including the time of such cancellation.

7.4 Licence

- 7.4.1 Existing BT Connect Acceleration Customers - BT will directly purchase the required licences from the Supplier. You will not be required to install any software or obtain any licences.
- 7.4.2 Customers without the BT Connect Acceleration service – you will be required to directly purchase the required licences from the Supplier. You will also be required to install all required software, necessary to use the Service.



Part B – Service Delivery and Management

8 BT's Obligations

8.1 Service Delivery

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

- 8.1.1 will provide you with contact details for the Service Desk;
- 8.1.2 will provide you with an estimated date and will use reasonable endeavours to meet any estimated date.

8.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 8.2.1 configure the Service;
- 8.2.2 conduct a series of standard tests on the Service to ensure that it is configured correctly;
- 8.2.3 connect the Service to each Enabling Service;
- 8.2.4 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.
- 8.3.2 may carry out Maintenance from time to time and will use reasonable endeavours to inform you:
- 8.3.3 at least five Business Days before any Planned Maintenance on the BT Network, BT Equipment or Purchased Equipment, however, BT may inform you with less notice than normal where Maintenance is required in an emergency; or
- 8.3.4 BT may, in the event of a security breach affecting the Service, require you to change any or all of your passwords.

8.4 The End of the Service

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

- 8.4.1 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 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;
- 9.1.2 provide BT with any information reasonably required without undue delay;
- 9.1.3 complete any preparation activities that BT may request to enable you to receive the Services promptly and in accordance with any reasonable timescales.

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 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service;
- 9.2.4 immediately terminate access for any person who is no longer a User;
- 9.2.5 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;
- 9.2.6 take all reasonable steps to prevent unauthorised access to the Service;
- 9.2.7 satisfy BT's security checks if a password is lost or forgotten.

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.
 - 11.2.3 De-installation Charges within 60 days of de-installation of the Service; and
 - 11.2.4 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 commissioning the Service as set out in Paragraph 8.2 outside of Business Hours;
 - 11.3.3 Charges for expediting provision of the Service at your request after you have been informed of the Customer Committed Date; and
 - 11.3.4 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 De-installation Charges;
 - 12.1.3 any other Charges as set out in any applicable Order; and
- 12.2 In addition to the Charges set out at Paragraph 12.1 above, if you terminate any parts of the Service during the Minimum Period of Service or any Renewal Period, you will pay BT:
 - 12.2.1 Existing BT Connect Acceleration Customers:

For any parts of the Service that were terminated during the first 12 months of the Minimum Period of Service, Termination Charges, as compensation, equal to:

 - (a) 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service;
 - (b) 20 per cent of the Recurring Charges for the remaining months, other than the first 12 months, of the Minimum Period of Service;
 - (c) any waived Installation Charges;
 - (d) De-installation Charges which are equal to the Installation Charges paid by you; and
 - (e) any applicable Charges that BT has to pay a supplier as a result of early termination of the Service.
 - 12.2.2 Customers without BT Connect Acceleration:
 - (a) Any waived installation Charges;
 - (b) De-installation Charges which are equal to the Installation Charges paid by you; and
 - (c) any applicable Charges that BT has to pay a supplier as a result of early termination of the Service.

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 Levels

The Service does not include any BT Service Care Levels.

15 Service Levels

The Service does not include any BT Service Levels.



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.

“Acceleration Licence” means the software licence that provides the acceleration service.

“BT Connect Acceleration” means the service provided by BT that identifies and alleviates common performance issues in WANs.

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

“BT MPLS Network” means a private, global IP-based VPN service based on industry standards that provides you with any-to-any connectivity and differentiated performance levels, prioritisation of delay and non-delay sensitive traffic as well as voice and multi-media applications, all on a single network.

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

“Central Management Licence” means the licence that provides central management of the Service.

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

“Core Network” means BT’s network infrastructure between and including the POP, but does not include the Access Line between your Site(s) and the POP.

“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.

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

“Device” means any mobile handset, laptop, tablet or other item of handheld equipment, including all peripherals, excluding SIM Cards and applications, which are in scope of the Service, as set out in the Order

“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, and form part of the Contract.

“GPoP” means the global point of presence. A point of presence (PoP) is an artificial demarcation point or interface point between communicating entities where the entities build a connection with each other.

“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.

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

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

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

“Monthly Recurring Charges” means the monthly Recurring Charges for the Service.

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

“Notice of Non-Renewal” has the meaning given in Paragraph 7.1.1.

“Notice to Amend” has the meaning given in Paragraph 7.1.3.

“OVA File” means open virtual appliance or application.

“Provider Edge Router” or **“PE Router”** means a router between one network service provider’s area and areas administered by other network providers.

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



"POP" means a point of presence, which is the point where the Access Line terminates and is the demarcation point between the Access Line and BT's Core Network.

"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.

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

"Service" has the meaning given in Paragraph 1.

"Service 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.

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

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

"Supplier" means Riverbed Technology, Inc., 199 Fremont Street, San Francisco, California, 94105, United States of America.

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