



Connect Cisco SD-WAN Schedule to the General Terms

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A note on 'you'

'You' and 'your' mean the Customer.

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 Connect Cisco SD-WAN Service

1 Service Summary

- 1.1 BT will provide you with a remotely managed, cloud-hosted overlay network solution that will allow you to manage your virtual, global network comprised of:
 - 1.1.1 the Standard Service Components; and
 - 1.1.2 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 ("**CC SD-WAN Service**").
- 1.2 BT will manage the CC SD-WAN Service which will be available in the following three models:
 - 1.2.1 BT owns the Cloud Hosted Controller, licences and provides Virtual SD-WAN Device or Physical SD-WAN CPE Device. The CC SD-WAN Service will be managed by BT;
 - 1.2.2 BT owns the Cloud Hosted Controller and licences, you will provide Customer-Provided SD-WAN Device and the CC SD-WAN Service will be managed by BT;
 - 1.2.3 You own the Cloud Hosted Controller, licences and you will provide Customer-Provided SD-WAN Device. The CC SD-WAN Service will be managed by BT in accordance with the SD-WAN Management 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 SD-WAN Devices

- 2.1.1 Subject to Paragraph 2.1.5, BT will provide you with BT SD-WAN Devices including requisite Software licences for the BT SD-WAN Device as detailed in the Order.
- 2.1.2 Where BT provides you with Physical SD-WAN CPE Devices BT will install these at your Sites and they will connect into your network in order that BT can provide you with the CC SD-WAN Service.
- 2.1.3 Where BT provides you with Virtual SD-WAN Devices either BT or you will deploy these onto your virtual infrastructure set out in Paragraph 5.1.3.
- 2.1.4 You will purchase a Site Service Tier as set out in the Order for each of your SD-WAN Devices.
- 2.1.5 Where BT is unable to provide you with BT SD-WAN Devices in accordance with the terms of this Contract BT will agree with you in writing whether Customer-Provided SD-WAN Devices can be supported. Where BT agrees that Customer-Provided SD-WAN Devices can be supported you will be responsible for:
 - (a) ordering the Customer-Provided SD-WAN Device;
 - (b) delivery of the Customer-Provided SD-WAN Device to your Site;
 - (c) installation of the Customer-Provided SD-WAN Device;
 - (d) ensuring the Customer-Provided SD-WAN Device hardware and software meets the specifications BT has notified to you in writing;
 - (e) ensuring that a suitable licence is available for the Customer-Provided SD-WAN Device for the term of this Contract;
 - (f) placing the Customer-Provided SD-WAN Device in a Cisco Smart Account or Virtual Account owned by you to which you will ensure BT is given management access so the Customer-Provided SD-WAN Device can connect to the Cloud Hosted Controller Infrastructure; and
 - (g) hardware maintenance of the Customer-Provided SD-WAN Device.

2.2 Cisco SD-WAN Licences

- 2.2.1 BT will provide you with the following licences of your choosing as detailed in the Order:
 - (a) Cisco DNA Essentials Licence Subscription:
 - (i) The DNA Essentials Licence Subscription aligns with the technical features supported by the Supplier SD-WAN Licence known as Cisco DNA Essentials (or any subsequent renaming) and as detailed in the Order.

- (b) Cisco DNA Advantage Licence Subscription:
 - (i) The DNA Advantage Licence Subscription aligns with the technical features supported by the Supplier SD-WAN Licence known as Cisco DNA Advantage (or any subsequent renaming) and as detailed in the Order.
- (c) Cisco DNA Premier Licence Subscription:
 - (i) The DNA Premier Licence Subscription aligns with the technical features supported by the Supplier SD-WAN Licence known as Cisco DNA Premier (or any subsequent renaming thereof) and as detailed in the Order.

2.2.2 BT will provide you with the Software licences based on your preference (you can combine licences if required) as detailed in the Order:

- (a) Transactional Licence where you will choose a fixed-term licence for 3-year term or a 5-year term which will align with the contract for the CPE Device.
 - (i) will be invoiced for any individual Site where the CPE Device is used.
- (b) MSLA-C Licence (available only with Cisco DNA Essentials or Cisco DNA Advantage) where:
 - (i) you will choose a fixed-term licence for 3-year term or a 5 year term where prices for each individual MSLA-C Licence will be fixed at the applicable price level at the time and any subsequent licences will be subject to the prices applicable the time the MSLA-C Licence was chosen;
 - (ii) all MSLA-C licenses ordered during the Minimum Period of Service will expire at the same time when Minimum Period of Service or Renewal Period expires;
 - (iii) any MSLA-C license can only be upgraded and not downgraded.
- (c) MSLA-U Licence (available with only Cisco DNA Essentials or Cisco DNA Advantage) where:
 - (i) you will choose for each individual Site the amount of MSLA-U Licences to be provided. The MSLA-U Licences do not have a fixed term and you will notify BT if you want any individual MSLA-U license to terminate;
 - (ii) price for each individual MSLA-U Licence will be determined in accordance with the prices applicable at the time each individual MSLA-U license is chosen; MSLA-U pricing could be subject to change is the Supplier makes changes to its pricing model for BT.

2.3 Cloud Hosted Control Infrastructure

2.3.1 BT will provide you with access to the BT My Account Portal that will allow you to:

- (a) monitor in real time your network and the performance of the SD-WAN Devices;
- (b) identify issues, inefficiencies or delays with your network;
- (c) troubleshoot issues with your network;
- (d) view data flows across your network and Sites; and
- (e) compile analysis reports and summaries of the performance of your network,

("Cloud Hosted Control Infrastructure").

2.3.2 BT will not provide training on the BT My Account Portal as part of the CC SD-WAN Service.

2.3.3 BT will provide a Cloud Hosted Controller for configuration and monitoring of the SD-WAN Device except for SD-WAN Management Service, as set out in Paragraph 2.3.4.

2.3.4 Where you require the SD-WAN Management Service and intend to procure or have already procured a Cloud Hosted Controller, you will ensure that any software installed on both Cloud Hosted Controller and the Customer-Provided SD-WAN Device is compatible with BT and meet all requirements that BT specifies.

2.4 Transport Independent VPN

2.4.1 BT will provide you with a VPN and encryption service that will allow you to:

- (a) build corporate VPNs across your global Sites; and
- (b) transfer information securely across your network and the Internet using encryption technology,

("Transport Independent VPN").

2.5 Simple Service Requests

2.5.1 BT will perform up to five Simple Service Requests per SD-WAN Device per year as long as those changes do not require a change to functional operation of the implemented design of the CC SD-WAN Service.

2.5.2 BT will not update current design documentation of the CC SD-WAN Service as part of the Simple Service Request.

2.6 Site Service Tier

- 2.6.1 You must purchase one of the Site Service Tiers below for each SD-WAN Device you order through the CC SD-WAN Service as set out in any applicable Order. Where there are multiple SD-WAN Devices on a Site, they will all have the same Site Service Tier:
- (a) **Bronze Site Service Tier**
The Bronze Site Service Tier aligns with the technical features supported by the Supplier subscription licensing tier known as “DNA Essentials” (or any subsequent renaming) and as detailed in the Order.
 - (b) **Silver Site Service Tier**
The Silver Site Service Tier aligns with the technical features supported by the Supplier subscription licensing tier known as “DNA Advantage” (or any subsequent renaming) and as detailed in the Order.
 - (c) **Gold Site Service Tier**
The Gold Site Service Tier aligns with the technical features supported by the Supplier subscription licensing tier known as “DNA Premier” (or any subsequent renaming thereof) and as detailed in the Order.

3 Service Options

- 3.1 BT will provide you with the following option(s) as set out in any applicable Order (“Service Options”) and in accordance with the details as set out in that Order:
- 3.1.1 Support for embedded security features: You may purchase one of the Security Support Tiers below for each SD-WAN Device you order through the CC SD-WAN Service as set out in any applicable Order. Where there are multiple SD-WAN Devices on a Site, they can have different Security Support Tiers:
 - (a) **Basic Security Support Tier**
The Basic Security Support Tier aligns with the technical features supported by the Supplier subscription licensing tier known as “DNA Essentials” (or any subsequent renaming) and as detailed in the Order.
 - (b) **Intermediate Security Support Tier**
The Intermediate Security Support Tier aligns with the technical features supported by the Supplier subscription licensing tier known as “DNA Advantage” (or any subsequent renaming) and as detailed in the Order.
 - (c) **Advanced Security Support Tier**
The Advanced Security Support Tier aligns with the technical features supported by the Supplier subscription licensing tier known as “DNA Premier” (or any subsequent renaming thereof) and as detailed in the Order.
 - 3.1.2 Security Support Tiers provide reactive support only and are limited to the capabilities of the Cloud Hosted Control Infrastructure.
 - 3.1.3 Cloud OnRamp: deployment of the CC SD-WAN Service.

4 Service Management Boundary

- 4.1 BT will provide and manage the CC SD-WAN Service in accordance with Parts A, B and C of this Schedule and as set out in any applicable Order:
- 4.1.1 in respect of the Cloud Hosted Control Infrastructure:
 - (a) for the service model set out in Paragraph 1.2.1 and 1.2.2 BT will be responsible for management and availability of the Cloud Hosted Controller as set out in Paragraph 11.1;
 - (b) for the service model set out in Paragraph 1.2.3, BT will only be responsible for management of the Cloud Hosted Controller;
 - 4.1.2 in respect of the Physical SD-WAN CPE Devices, between the WAN and LAN ports of each Physical SD-WAN CPE Device;
 - 4.1.3 in respect of the Virtual SD-WAN Devices, BT is responsible for monitoring and maintaining the Virtual SD-WAN Device but not any of the underlying virtual or physical infrastructure supporting this including an Enabling Service; and
 - 4.1.4 in respect of the Customer-Provided SD-WAN Device, BT is not responsible for monitoring or maintaining the Customer-Provided SD-WAN Device or any of the underlying virtual or physical infrastructure supporting this including an Enabling Service,
- (“Service Management Boundary”).



- 4.2 BT will have no responsibility for the CC SD-WAN Service outside the Service Management Boundary.
- 4.3 BT does not make any representations, whether express or implied, about whether the CC SD-WAN Service will operate in combination with any Customer Equipment, including the Customer-Provided SD-WAN Device, or other equipment and software that is not provided by BT.
- 4.4 BT will have no responsibility under this Schedule for any of the Enabling Services, including the Enabling Service that the Customer-Provided SD-WAN Device and Virtual SD-WAN Device are hosted on.
- 4.5 When you undertake API access to the Cloud Hosted Control Infrastructure such access will be via the BT My Account Portal and the API's interaction is at your own risk including your compliance with any security standards set by the Supplier.

5 Enabling Services and Third Parties

- 5.1 You will have the following services in place that will connect to the CC SD-WAN Service and are necessary for the CC SD-WAN Service to function and will ensure that these services meet the minimum technical requirements that BT specifies (each an "**Enabling Service**"):
 - 5.1.1 You will have internet routing connectivity from the SD-WAN Devices to the Cloud Hosted Control Infrastructure which is necessary for the CC SD-WAN Service to function including any necessary configuration through your firewalls; and
 - 5.1.2 In addition to the Enabling Service set out in Paragraph 5.1.1, one or more of the following connectivity services:
 - (a) a BT Internet service;
 - (b) a BT MPLS service; or
 - (c) your own or third party provided WAN that BT has confirmed to you in writing is compatible with the CC SD-WAN Service, and
 - (d) where you are planning to use 4G Internet as an underlay connection, it will be your responsibility to procure SIM card compatible with corresponding hardware module. You are required to ensure signal strength at device location and troubleshoot any issues with 4G SIM card must be presented on-site on the day of installation to the engineer, otherwise it will be your responsibility to install SIM card.
 - 5.1.3 In addition to the Enabling Services set out in Paragraph 5.1.1 and 5.1.2, where a Virtual SD-WAN Device or virtual Customer-Provided SD-WAN Device is to be deployed you must provide one or more of the following:
 - (a) a Cloud environment used for deploying a Virtual SD-WAN Device or virtual Customer-Provided SD-WAN Device;
 - (b) a customer service infrastructure used for an on-premise Virtual SD-WAN Device or virtual Customer-Provided SD-WAN Device; or
 - (c) the BT service called "**Connected Cloud Edge (CCE)**".
- 5.2 If BT provides you with any services other than the CC SD-WAN 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 Users must use Google Chrome or Mozilla Firefox internet browsers in order to access the Cloud Hosted Control Infrastructure.
- 5.4 Where BT is unable to connect to an SD-WAN Device in order to rectify an issue with the CC SD-WAN Service because of an incident with the Enabling Service, BT will not be liable for any delay in rectifying the issue with the CC SD-WAN Service as a result of this delay and the Service Levels will not apply. If the Enabling Service is provided by BT then any Service Levels set out in the terms associated with that Enabling Service would apply where applicable.
- 5.5 Where the SD-WAN Device is directly deployed onto an Enabling Service set out in Paragraph 5.1.2 without a separate WAN router or NTE, any functionality of Enabling Service is determined only by the capability of the CC SD-WAN Service and you acknowledge this may result in a decreased functionality of such Enabling Service.
- 5.6 BT will not be responsible for providing regulatory or legal advice as part of either the takeover of the CC SD-WAN Service, implementing SD-WAN Services to your specifications or the on-going management of the CC SD-WAN Service. It is your responsibility to ensure that suppliers of the Enabling Service provide their inputs compliantly.

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 BT) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments are 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 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or misuse of the BT Equipment or where the BT Equipment is damaged, stolen or lost, except where the loss or damage to BT Equipment is a result of fair wear and tear or caused by BT;
- 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 an Insolvency Event 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 Ownership and risk of BT Equipment

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.

6.3 Security

- 6.3.1 You are responsible for the proper use of any user names, personal identification numbers and passwords used with the BT Equipment or the CC SD-WAN Service, and you will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.
- 6.3.2 BT does not guarantee the security of the BT Equipment against unauthorised or unlawful access or use.
- 6.3.3 You acknowledge and agree that deployment using Cloud OnRamp will result in the creation of a number of default security components on your Enabling Service that is set out in Paragraph 5.1.3(a).
- 6.3.4 BT does not guarantee that the security features that form part of the CC SD-WAN Service, including on any Software, meet any certified level of compliance. BT's recommends that you have a dedicated security solution at your Sites in order to achieve an adequate level of security protection for the CC SD-WAN Service. This is a recommendation only and BT takes no responsibility for any security solution you may choose.

6.4 Software Licence

- 6.4.1 On and from the Service Start Date, you will comply with the provisions of any Software licences provided with or as part of any BT Equipment, including SD-WAN Devices.

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 CC SD-WAN Service at least 90 days before the end of the Minimum Period of Service or a Renewal Period or you have opted out of auto-renewal as stated on your Order, at the end of the Minimum Period of Service or Renewal Period the CC SD-WAN Service will automatically extend for the Renewal Period set out in the Order and both of us will continue to perform each of our obligations in accordance with the Contract.
- 7.1.2 If either of us gives Notice to the other of an intention to terminate the CC SD-WAN Service at the end of the Minimum Period of Service or Renewal Period or if you have opted out of auto-renewal in your Order, BT will cease delivering the CC SD-WAN 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 CC SD-WAN Service or any part of the CC SD-WAN Service 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 CC SD-WAN Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

7.3 EULA and Supplier Terms

7.3.1 Subject to Paragraph 7.3.2, by entering into this Contract you agree to the terms of the agreements with the Supplier set out at the web addresses below:-

(a) www.cisco.com/go/eula ("EULA"); and

(b) the "Offer Description" that can be found at:

https://www.cisco.com/c/dam/en_us/about/doing_business/legal/OfferDescriptions/cisco_sd_wan_offer_description.pdf ("Offer Description").

as each may be amended or supplemented from time to time by the Supplier.

7.3.2 Only Paragraphs 2.1, **Error! Reference source not found.** and 3 of the Offer Description apply to your use of the CC SD-WAN Service.

7.3.3 You and your Users will observe and comply with the EULA, and applicable paragraphs of the Offer Description for all use of the CC SD-WAN Service.

7.3.4 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the EULA or Offer Description, BT may restrict or suspend the CC SD-WAN Service upon reasonable Notice, and:

(a) you will continue to pay the Charges for the CC SD-WAN Service until the end of the Minimum Period of Service or Renewal Period; and

(b) BT may charge a re-installation fee to re-start the CC SD-WAN Service.

7.3.5 The Offer Description sets out how Personal Data will be Processed by the Supplier when you use the CC SD-WAN Service.

7.3.6 You will enter into the EULA and Offer Description for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA and Offer Description are between you and the Supplier and you will deal with the Supplier with respect to any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.

7.3.7 Where the EULA or Offer Description is presented in a 'click to accept' function and you require BT to configure or install Software on your behalf, BT will do so as your agent and bind you to the EULA and Offer Description.

7.3.8 Supplier End of Life: you acknowledge that the Supplier could issue an End of Life notice for any element of the CC SD-WAN Service which could take effect within the Minimum Period of Service or Renewal Period. Where this occurs and where it will affect the performance of the CC SD-WAN Service both of us will negotiate any required amendments to the terms of this Contract, including replacement of any SD-WAN Device. BT will not be liable for any risks or issues arising from failure to replace SD-WAN Devices in an appropriate and timely manner.

7.4 Invoicing

7.4.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges in the amounts set out in any applicable Order:

(a) 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;

(b) Recurring Charges monthly in advance on the first day of the relevant month and for any period where the CC SD-WAN Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis; and

(c) all MSLA-U Licences will be invoiced against the customer central site, where unit price and total price can be subject to change due to rounding off of exchange rates.

7.4.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:

(a) 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;

(b) Charges for commissioning the CC SD-WAN Service in accordance with Paragraph 8.1.4 outside of Business Hours;

(c) de-installation Charges within 60 days of de-installation of the CC SD-WAN Service;

(d) any Termination Charges incurred in accordance with Paragraph 7.5 upon termination of the relevant CC SD-WAN Service;

(e) Charges for expediting provision of the CC SD-WAN Service at your request after BT has informed you of the Customer Committed Date;



- (f) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us; and
- (g) Cancellation Charges in accordance with Clause 16.2 of the General Terms.

7.5 Termination Charges

- 7.5.1 If you terminate the Contract, the CC SD-WAN Service or any applicable Order for convenience in accordance with Clause 17 of the General Terms you will pay BT:
 - (a) all outstanding Charges for services already rendered;
 - (b) de-installation Charges;
 - (c) any remaining Charges outstanding with regard to BT Equipment;
 - (d) any additional amounts due under the Contract including any outstanding licence costs;
 - (e) any other Charges as set out in any applicable Order and any additional Charges that BT has to pay a supplier as a result of early termination of the CC SD-WAN Service.
- 7.5.2 In addition to the Charges set out at Paragraph 7.5.1 above, if you terminate for convenience during the Minimum Period of Service or any Renewal Period, you will pay BT, Termination Charges, as compensation:
 - (a) equal to 100 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or Renewal Period; and
 - (b) any waived Installation Charges.
- 7.5.3 BT will refund to you any money you have paid in advance after deducting any Charges or other payments due to BT, including Termination Charges, under the Contract.

7.6 Amendments to the General Terms

- 7.6.1 A new Clause 15.1.5 is included as follows:
'if a supplier removes or alters any Service, for such period as may be required by the supplier'
- 7.6.2 The wording in Clause 15.3 of the General Terms is deleted and replaced with the following:
'15.3 If BT decides to restrict or suspend a Service for any of the above reasons, it will let you know beforehand as soon as it reasonably can, except where such restriction or suspension is as a result of Clause 15.1.5 in which case such notification may not be possible before it occurs.'
- 7.6.3 A new Clause 19.3 is included as follows:
'Neither of us will be liable for any delay or failure to perform any obligation in the Contract where the delay or failure is a result of a Force Majeure Event'.
- 7.6.4 The wording in Clause 26.1 of the General Terms is deleted and replaced with the following:
'26.1 Subject to Clause 26.7, either of us may assign the benefit of the Contract to an Affiliate by giving the other Notice, but if either of us chooses to assign the benefit of the Contract to an entity that is not an Affiliate, they need to get the other's permission in writing beforehand.'
- 7.6.5 The wording in Clause 26.6 of the General Terms is deleted and replaced with the following:
'26.6 Subject to Clause 26.7, either of us can assign or transfer our right to collect payments, receivables or other assets arising as a result of the Contract.'
- 7.6.6 A new Clause 26.7 is included as follows:
'26.7 You may not assign or transfer any of your interests, rights, or obligations under the Contract, including by written agreement, merger, consolidation, divestiture, operation of law, or otherwise, except with BT's prior written consent.'
- 7.6.7 The definition of Software is deleted and replaced with:
"**Software**" means any software in object code format only, and related documentation (whether on tangible or intangible media) that BT or a supplier provides to you as part of a Service. It includes any embedded software, but it excludes Open Source Software.

7.7 Use of Telemetry Data

- 7.7.1 BT or its Supplier may, for the purposes set out in Paragraph 7.7.2, collect Telemetry Data which includes such items as:
 - (a) system statistics (for example, CPU, memory);
 - (b) interface statistics;
 - (c) flow statistics including application and application family; and
 - (d) device configurations and usage per interface.
- 7.7.2 Notwithstanding anything to the contrary in this Contract, BT and its Supplier shall only use Telemetry Data as follows:
 - (a) to deliver and maintain the CC SD-WAN Service;



- (b) for the Supplier to provide support to BT (for example, by providing BT with recommendations for WAN configuration optimisation, license expiration, renewal notices, license or bandwidth enforcement); and
- (c) the Supplier may use Statistical Data for the general purpose of improving its SD-WAN product and other product offerings, including customer experience and use of such product in the context of generally available software feature releases.

7.8 Provision of the Service to Site(s) in China

- 7.8.1 You accept the risk that, due to changing nature of the China domestic and international landscape, the Service may have to be altered, suspended or even discontinued, resulting in degradation or full loss of connectivity which BT will not be responsible for.
- 7.8.2 BT may terminate and/or suspend the Service at any time in a Force Majeure Event and/or in accordance with applicable Chinese laws, regulations and/or directions from the Chinese authorities. BT will not be liable for any service credits, damages, and/or loss (whether direct or indirect) resulting from the termination or suspension of the Service in accordance with this Clause 7.8 (Provision of the Service to Site (s) in China).
- 7.8.3 Where you request to route traffic destined for business applications hosted on the Internet through BT's MPLS services for performance reasons, you acknowledge and undertake to BT that:
 - (a) the requested applications are not a subject of censorship or blocking by the Chinese government; and
 - (b) the requested applications are used solely for your internal business purposes and will strictly only be available for closed user group access by your Users.



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 CC SD-WAN 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 that you have notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract;
- 8.1.3 provide you with a Customer Committed Date and will use reasonable endeavours to meet any Customer Committed Date;
- 8.1.4 install or arrange for the installation by third party suppliers on BT's behalf of BT Equipment at a Site; and
- 8.1.5 where the CC SD-WAN Service is provided under the Customer Provided SD-WAN Service:
 - (a) adopt all Customer-Provided SD-WAN Devices into BT's management;
 - (b) perform all central policy changes during Dual Management; and
 - (c) downgrade "read-write" access of all your accounts to standard "read-only" mode after adopting your Customer-Provided SD-WAN Devices, as set out in Paragraph 8.1.5(a).

8.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 8.2.1 configure the CC SD-WAN Service;
- 8.2.2 conduct a series of standard tests on the CC SD-WAN Service to ensure that it is configured correctly; and
- 8.2.3 will deploy the CC SD-WAN Service to each Enabling Service.

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 and in accordance with the Service Levels in Part C of this Schedule if BT detects or if you report an Incident on the BT Network;
- 8.3.2 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 BT Network or BT Equipment, however, BT may inform you with less notice than normal where Maintenance is required in an emergency; or
- 8.3.3 may, in the event of a security breach affecting the CC SD-WAN Service, require you to change any or all of your passwords; and
- 8.3.4 where required, will upgrade the Software used with the CC SD-WAN Service and will test and certify various software versions the Supplier releases from time to time. Any deviation from recommended software releases will have to be agreed between both of us.

8.3.5

8.4 The End of the Service

On termination of the CC SD-WAN Service by either of us, BT:

- 8.4.1 will provide configuration information relating to the CC SD-WAN Service provided at the Site(s) in a format that BT reasonably specifies;
- 8.4.2 may disconnect and remove any BT Equipment located at the Sites; and
- 8.4.3 may delete any Content, including configuration settings of the SD-WAN Device.

9 Your Obligations

9.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the CC SD-WAN Service, you will:

- 9.1.1 provide BT with the names and contact details of the Customer Contact, but BT or its suppliers 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 provide BT, or suppliers acting on BT's behalf, with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT or its suppliers, to set up, deliver and manage the CC SD-WAN Service;
- 9.1.4 complete any preparation activities that BT may request to enable you to receive the CC SD-WAN Service promptly and in accordance with any reasonable timescales;
- 9.1.5 for Virtual SD-WAN Devices and virtual Customer-Provided SD-WAN Devices that will be deployed in a third party Cloud-Provider Enabling Service, deploy the software image including bootstrap and make the software accessible to the Cloud Hosted Control Infrastructure;
- 9.1.6 in case of the Customer Provided SD-WAN Service:
 - (a) provide BT with relevant accesses to allow BT complete all activities set out in Paragraph 8.1.5, including access to Cisco Smart Account, Virtual Account and the Supplier's support portal to allow BT raise and trouble shoot issues directly with the Supplier;
 - (b) inform BT about any changes made on non-migrated devices during Dual Management;
 - (c) purchase additional licences as required and register such licences with the Supplier;
 - (d) follow processes and policies as set by the Supplier from time to time;
- 9.1.7 ensure that the Enabling Service used to deploy the Virtual SD-WAN Device or virtual Customer-Provided SD-WAN Device meets BT's technical requirements to enable BT to support the SD-WAN Device;
- 9.1.8 where the virtual Customer-Provided SD-WAN Device or Virtual SD-WAN Device is deployed using Cloud OnRamp, undertake any relevant prerequisite configurations within the Enabling Service including providing adequate access rights for the Cloud Hosted Control Infrastructure.
- 9.1.9 provide BT, and any suppliers that need to visit a Site, with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s) in a reasonable time before BT or the supplier's Site visit;
- 9.1.10 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:
 - (a) inform your Users that as part of the CC SD-WAN 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 have consented or are 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 9.1.10, you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph 9.1.10.
- 9.1.11 ensure that the LAN protocols and applications you use are compatible with the CC SD-WAN Service;
- 9.1.12 for any Customer Equipment used in the CC SD-WAN Service, including Customer-Provided SD-WAN Devices, be responsible for ensuring compliance with Applicable Law, including obtaining (if required) local import and User licenses and the written authority from all respective authorities, particularly for countries where the use and import of encryption Software and devices may be restricted by Applicable Law, or the export and re-export of the encryption Software or devices may be subject to the United States of America export control law and not act to misuse the CC SD-WAN Service as provided by BT to contravene or circumvent these laws. BT may treat any contravention of these laws as a material breach and:
 - (a) suspend the CC SD-WAN Service and BT may refuse to restore CC SD-WAN Service until BT receives an acceptable assurance from you that there will be no further contravention; or
 - (b) terminate the CC SD-WAN Service upon Notice in accordance with Clause 18 of the General Terms;
- 9.1.13 provide BT with any information that is reasonably requested by any regulatory body, legal authority or government entity in any country in connection with regulatory, administrative, legal or lawful interception requests; and
- 9.1.14 prepare and maintain the Site(s) for the installation of BT Equipment and supply of the CC SD-WAN Service, including:
 - (a) providing a suitable and safe operational environment for any BT Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and applicable installation standards;
 - (b) taking up or removing any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect BT Equipment to appropriate network facilities in time to allow BT to undertake any necessary installation or maintenance of the CC SD-WAN Service;
 - (c) carrying out any work that may be required after installation to make good any cosmetic damage caused during installation or maintenance;



- (d) providing a secure, continuous power supply at the Site(s) for the operation and maintenance of the CC SD-WAN Service, BT Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the CC SD-WAN Service resulting from failure in the principal power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards; and
- (e) providing internal cabling between the BT Equipment and any Customer Equipment, as appropriate.

9.2 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. During Dual Management, you will only report Incidents for those SD-WAN Devices which are under BT's management;
- 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 is available for all subsequent Incident management communications;
- 9.2.3 ensure that Users do not raise as Incidents any general or training queries concerning the data made visible on the BT My Account Portal as the Service Desk will not provide such support or training;
- 9.2.4 provide service assurance support, where requested by BT, to progress Incidents for any Virtual SD-WAN Device or virtual Customer-Provided SD-WAN Device installed onto the Enabling Service set out in Paragraph 5.1 that has not been provided by BT;
- 9.2.5 monitor and maintain any Customer Equipment connected to the CC SD-WAN Service or used in connection with the CC SD-WAN Service;
- 9.2.6 ensure that any Customer Equipment that is connected to the CC SD-WAN Service or that you use, directly or indirectly, in relation to the CC SD-WAN 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 CC SD-WAN Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (d) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;
- 9.2.7 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;
- 9.2.8 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the CC SD-WAN Service;
- 9.2.9 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;
- 9.2.10 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the CC SD-WAN 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 CC SD-WAN 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 CC SD-WAN Service if BT requests you to do so in order to ensure the security or integrity of the CC SD-WAN Service.
- 9.2.11 not allow any User specific licence 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 CC SD-WAN Service;
- 9.2.12 inform BT of any planned works on any third party provided Enabling Service;
- 9.2.13 comply with Paragraph 10.5 before reporting Incidents;
- 9.2.14 notify BT of any planned engineering works scheduled by the your Cloud-Provider or any other provider which may have an impact on the availability of the CC SD-WAN Service;
- 9.2.15 ensure that after deployment using Cloud OnRamp you follow the best practice guidance BT provides to you and ensure the configuration remains compliant to your own security standards; and



- 9.2.16 provide service assurance support for incidents related to Cloud Hosted Controller availability with regards to service model set out in Paragraph 1.2.3;
- 9.2.17 where read only API functionality is provided as part of your CC SD-WAN Service, you will allow access to maximum of five users for read only API.

9.3 The End of the Service

On termination of the CC SD-WAN Service by either of us, you will:

- 9.3.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s);
- 9.3.2 promptly return or delete any confidential information that you have received from BT during the term of the Contract;
- 9.3.3 disconnect any Customer Equipment from BT Equipment located at the Site(s);
- 9.3.4 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
- 9.3.5 arrange for any BT Equipment located at the Site(s) to be returned to BT; and
- 9.3.6 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 having been 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 after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident;
- 10.5 Where you have provided your own or a third party Enabling Service as set out in Paragraph 5.1 you will ensure and confirm to BT that the service is working correctly before reporting Incidents to BT. BT will not record Availability Downtime for reported Incidents until you have provided this confirmation; and
- 10.6 Where BT becomes aware of an Incident, Paragraphs 10.2, 10.3 and 10.4 will apply.



Part C – Service Levels

11 On Time Delivery

11.1 On Time Delivery Service Level

BT will deliver the CC SD-WAN Service on or before the Customer Committed Date ("**On Time Delivery Service Level**").

11.2 On Time Delivery Service Credits

11.2.1 If BT does not meet the On Time Delivery Service Level, you may claim On Time Delivery Service Credits for each Business Day after the Customer Committed Date until the Service Start Date as set out in this Paragraph 11.2.

11.2.2 On Time Delivery Service Credits are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charge for the affected Site.

11.2.3 If both of us have agreed a revised Customer Committed Date in writing, or if BT exercise our right to revise the Customer Committed Date as set out in Paragraph 7.2, the calculation of any On Time Delivery Service Credits will be made by reference to the revised Customer Committed Date.

11.3 Exception

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

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

11.3.3 The On-Time Delivery Service Level does not apply where a Customer-Provided SD-WAN Device is used or you have deployed a Virtual SD-WAN Device.

12 Service Availability

12.1 Availability Service Level

From the Service Start Date, BT will provide the CC SD-WAN Service with a target availability corresponding to the applicable SLA Category for the Site as set out in the applicable Order, as set out in the table below ("**Availability Service Level**"):

SLA Category	Availability Annual Target	Maximum Annual Availability Downtime	Maximum Monthly Availability Downtime	Service Credit Interval
Cat A+	≥ 99.99%	1 hour	0 minutes	15 min
Cat A1	≥ 99.97%	3 hours	0 minutes	1 hour
Cat A	≥ 99.95%	4 hours	0 minutes	1 hour
Cat B	≥ 99.90%	8 hours	1 hour	1 hour
Cat C	≥ 99.85%	13 hours	3 hours	1 hour
Cat D	≥ 99.80%	17 hours	5 hours	1 hour
Cat E	≥ 99.70%	26 hours	7 hours	1 hour
Cat F	≥ 99.50%	43 hours	9 hours	1 hour
Cat G	≥ 99.00%	87 hours	11 hours	1 hour
Cat H	≥ 98.00%	175 hours	13 hours	1 hour
Cat I	≥ 97.00%	262 hours	15 hours	1 hour

12.2 Availability Service Credits

12.2.1 Availability Service Credits are only available and may only be requested where a Severity Level 1 Incident occurs.

12.2.2 If a Severity Level 1 Incident occurs, BT will measure the Availability Downtime for the Site(s) starting from when you report a Qualifying Incident or BT gives you notice of a Qualifying Incident and ending when BT closes the Incident in accordance with Paragraph 10.3.

12.2.3 BT will measure the Availability Downtime in units of full minutes during the Local Contracted Business Hours for Access Line Incidents and during the Contracted Maintenance Hours for BT Equipment Incidents.

12.2.4 BT will then calculate the cumulative Availability Downtime for the calendar months in which the Severity Level 1 Incident occurred ("**Cumulative Monthly Availability Downtime**").



- 12.2.5 If the Cumulative Monthly Availability Downtime of the CC SD-WAN Service exceeds the Maximum Monthly Availability Downtime, you may request Availability Service Credits for each Service Credit Interval of 4 per cent of the Monthly Recurring Charges for the relevant CC SD-WAN Service.
- 12.2.6 In case of the SD-WAN Management Service, any downtime due to third party cloud hosting infrastructure will not be considered in calculating Availability Service Credits.

13 Requests for Service Credits

- 13.1 You may request applicable Service Credits within 28 days of the end of the calendar month in which a Qualifying Incident occurred by providing details of the reason for the claim. Any failure by you to submit a request in accordance with this Paragraph 10.1 will constitute a waiver of any claim for Service Credits for that calendar month.
- 13.2 Upon receipt of a valid request for Service Credits in accordance with Paragraph 13.1:
 - 13.2.1 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
 - 13.2.2 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.
- 13.3 Service Credits for all Service Levels will be aggregated and are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charge for the affected Site.
- 13.4 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 13.5 The Service Levels under this Schedule will not apply:
 - 13.5.1 in the event that Clause 8 or Clause 23 of the General Terms applies;
 - 13.5.2 during any trial period of the CC SD-WAN Service;
 - 13.5.3 in the event of unavailability of the data collected by the Cloud Hosted Control Infrastructure displayed on reports and near-live dashboards;
 - 13.5.4 to Simple Service Requests;
 - 13.5.5 if a third party's service or Enabling Service is not connected or functioning; and
 - 13.5.6 to any part of the CC SD-WAN Service, except the Cloud Hosted Control Infrastructure, where a Customer-Provided SD-WAN Device is used.



Part D – Defined Terms

14 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.

“**4G**” means fourth generation broadband cellular network technology which is used for both voice and data services. You can only use 4G Services when you are in range of a 4G base station.

“**Access Line**” means a Circuit connecting the Site(s) to the BT Network or POP.

“**Administrator Accounts**” means the accounts made available to you by BT in order to access the Cloud Hosted Control Infrastructure.

“**API**” means application programming interface which is a set of functions and procedures allowing the creation of applications that access the features or data of an operating system, application, or other service.

“**Application**” means a programme or software.

“**Application Aware Routing**” has the meaning given in Paragraph **Error! Reference source not found..**

“**Availability**” means the period of time when the CC SD-WAN Service is functioning at a Site.

“**Availability Annual Downtime**” has the meaning given in the table at Paragraph 12.1 for the relevant SLA Category.

“**Availability Downtime**” means the period of time during which a Severity Level 1 Incident exists as measured by BT in accordance with Paragraph 12.2.1.

“**Availability Service Credit**” means the Service Credit available for a failure to meet the Availability Service Level, as set out in Paragraph 12.2.5.

“**Availability Service Level**” has the meaning given in in Paragraph 12.1.

“**AWS**” means Amazon Web Services and is a subsidiary of Amazon that provides on-demand cloud computing platforms and APIs to individuals, companies, and governments, on a metered pay-as-you-go basis.

“**Azure**” means Microsoft Azure, a cloud computing service created by Microsoft for building, testing, deploying, and managing applications and services through Microsoft-managed data centres.

“**BT My Account Portal**” is an online portal that is accessed via the Internet using a BT-provided username and password.

“**BT Price List**” means the document containing a list of BT’s charges and terms that may be accessed at: 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.

“**Google Chrome**” is a cross-platform web browser developed by Google.

“**Cisco Smart Account**” is a Supplier licence tool that allows you to view, store, manage and move Software licenced to you by the Supplier to where it is needed.

“**Cloud Hosted Controller**” means centralised network management system that allows configuration and management of overlay network.

“**Cloud Hosted Control Infrastructure**” has the meaning given in Paragraph 2.3.1.

“**Cloud OnRamp**” is an automated way of deploying the virtual Customer-Provided SD-WAN Device or Virtual SD-WAN Device into a Microsoft Azure or Amazon Web Services cloud environment as part of the CC SD-WAN Service.

“**Cloud-Provider**” means a company that delivers cloud computing based services and solutions to businesses.

“**CC SD-WAN Service**” has the meaning given in Paragraph 1.

“**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 are Business Hours unless set out otherwise in any applicable Order. Contracted Maintenance Hours excludes the time between the placement of an order by or on behalf of BT for a replacement Physical SD-WAN CPE Device, and its delivery to a Site.

“**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.

“**Cumulative Monthly Availability Downtime**” has the meaning given in Paragraph 12.2.4.

“**Customer Committed Date**” means the date provided by BT on which delivery of the CC SD-WAN Service (or each part of the CC SD-WAN Service, including to each Site) is due to start.

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

“**Customer Equipment**” means any equipment and any software, other than BT Equipment, used by you in connection with the CC SD-WAN Service.



"Customer-Provided SD-WAN Device" means hardware and software that connects to your network and provides a secure overlay network over a mix of WAN transports and that is Customer Equipment for the purposes of this Contract;

"De-installation Charges" means the charges payable by you on de-installation of the CC SD-WAN Service that are equal to the then current rates for Installation Charges on the date of de-installation.

"Dual Management" means a temporary transition phase where BT will manage the sites which have been adopted by BT, while you will continue to manage sites which are not yet adopted by BT.

"Enabling Service" has the meaning given in Paragraph 5.1.

"End of Life" is the point at which any element of the CC SD-WAN Service is no longer supported by BT as a result of the Supplier no longer supporting such element.

"Mozilla Firefox" is a web browser developed by the Mozilla Foundation.

"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.

"Incident" means an unplanned interruption to, or a reduction in the quality of, the CC SD-WAN Service or particular element of CC SD-WAN Service.

"Installation Charges" means those Charges set out in any applicable Order in relation to installation during Business Hours of the CC SD-WAN Service, 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 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).

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

"Maximum Annual Availability Downtime" has the meaning given in the table at Paragraph 12.1 for the relevant SLA Category.

"Maximum Monthly Availability Downtime" has the meaning given in the table at Paragraph 12.1 for the relevant SLA Category.

"Minimum Period of Service" means a period of 36 or 60 consecutive months beginning on the Service Start Date, as set out in the Order.

"Monthly Recurring Charges" means the monthly Recurring Charges for the CC SD-WAN Service.

"MPLS" means Multiprotocol Label Switching which is a routing technique that directs data from one node to the next based on short path labels.

"On Time Delivery Service Credits" means the Service Credit available for a failure to meet the On Time Delivery Service Level, which are equal to 4 per cent of the Recurring Charges for the applicable Site or Circuit, per day.

"On Time Delivery Service Level" has the meaning given in Paragraph 11.1.

"Physical SD-WAN CPE Device" means hardware and software that connects to your network and provides a secure overlay network over a mix of WAN transports and that is BT Equipment for the purposes of this Contract.

"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 CC SD-WAN Service has been modified or altered in any way by you, or by BT in accordance with your instructions;
- (b) Maintenance;
- (c) you have performed any network configurations that BT did not approve;
- (d) an Incident has been reported and BT cannot confirm that an Incident exists after performing tests; or
- (e) you requested BT to test the CC SD-WAN Service at a time when no Incident has been detected or reported.

"Recurring Charges" means the Charges for the CC SD-WAN Service or applicable part of the CC SD-WAN Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.

"Renewal Period" is the period set out in the Order.

"SD-WAN Device" means either a Customer-Provided SD-WAN Device, Physical SD-WAN CPE Device or a Virtual SD-WAN Device.

"SD-WAN Management Service" means the management that BT will provide for the model set out in Paragraph 1.2.3, where you own the controller, licences and will provide Customer-Provided SD-WAN Device.

“**Service Credit Interval**” has the meaning given in the table at Paragraph 12.1 for the relevant SLA Category.

“**Service Desk**” means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the CC SD-WAN Service.

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

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

“**Severity Level 1 Incident**” means a Qualifying Incident that cannot be circumvented and that constitutes a complete loss of the CC SD-WAN Service at the Site(s)

“**Site**” means a location at which the CC SD-WAN Service is provided.

“**Site Service Tier**” is a Standard Service Component that sets out the level of support BT will provide to the SD-WAN Device.

“**SLA Category**” means the category, as set out in any applicable Order, which, in accordance with the table set out at Paragraph 12.1, specifies the following in relation to the CC SD-WAN Service, Site or Circuit:

- (a) Availability Annual Target;
- (b) Maximum Annual Availability Downtime;
- (c) Maximum Monthly Availability Downtime; and
- (d) Service Credit Interval.

“**Simple Service Request**” means a User request for:

- (a) information or advice;
- (b) a standard change (i.e. a pre-approved change that is low risk, relatively common and follows a procedure);
- (c) access to an IT service;
- (d) a routine software configuration;
- (e) an upgrade task; or
- (f) policy changes.

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

“**Statistical Data**” means any information or data that the Supplier derives from customer data or Telemetry Data, provided that such information or data is aggregated or de-identified such that it cannot reasonably be used to identify an individual or entity.

“**Supplier**” means Cisco International Limited having a principal place of business at 9-11 New Square Park, Bedford Lakes, Feltham, TW14 8HA, UK and any group or parent company of the Supplier.

“**Telemetry Data**” means information generated by instrumentation and logging systems created through the use and operation of CC SD-WAN Service.

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

“**Virtual Account**” is a virtual account where you can organise your software licences into logical entities.

“**Virtual SD-WAN Device**” means software that connects to your network and provides a secure overlay network over a mix of WAN transports and that is BT Equipment for the purposes of this Contract.

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

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