



Connect Services Platform Service 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 Services Platform Service

1 Service Summary

BT will provide you with a remotely managed service and orchestration capability that will deliver, manage and orchestrate a variety of virtual services through a software platform on a CSP Device, comprising 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 ("**Connect Services Platform Service**").

2 Standard Service Components

BT will provide you with all the following standard service components ("**Standard Service Components**") in accordance with the details as set out in any applicable Order:

2.1 CSP Hardware and Operating System Software Layer

BT will:

- 2.1.1 provide, install and configure the CSP Hardware at your Site, so that the CSP Hardware is integrated into your network to enable BT to provide you with the other components of the Connect Services Platform Service;
- 2.1.2 provide, install, and configure the Operating System Software Layer and ensure the Operating System Software Layer works with the CSP Hardware;
- 2.1.3 provide management and support by:
 - (a) monitoring the CSP Hardware;
 - (b) monitoring the Operating System Software Layer;
 - (c) diagnosing and resolving failures on the CSP Hardware and Operating System Software Layer; and
 - (d) providing usage reports on the CSP Hardware and Operating System Software Layer that you can access via the BT Portal; and
- 2.1.4 manage the CSP Hardware and Operating System Software Layer through Virtual Services Management and Orchestration.

2.2 Virtual Services Management and Orchestration

2.2.1 BT will perform:

- (a) resources management that includes monitoring of central processing unit, disk and network health of the CSP Device;
- (b) lifecycle Virtual Machine management that provides a way of creating, changing or deleting a Virtual Machine; and
- (c) Virtual Service workflow management that allows the CSP Device to support and manage multiple Virtual Services on a single CSP Device and manages the infrastructure to add a new Virtual Service or manage a new Virtual Service on the CSP Device.

2.2.2 BT will not grant you access to BT's Virtual Services Management and Orchestration platform, unless BT gives you written consent.

3 Service Options

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

3.1 Virtual Routing Service

3.1.1 BT will:

- (a) provide a Virtual Machine on the CSP Device dedicated to the Virtual Routing Service;



- (b) load and configure the Virtual Routing Service Image;
- (c) monitor the Virtual Machine and the Virtual Routing Service;
- (d) diagnose and resolve incidents on the Virtual Machine and the Virtual Routing Services; and
- (e) provide access to usage reports on the Virtual Routing Service via the BT Portal.

3.2 Virtual Services Hosting Service

3.2.1 BT will:

- (a) install a Virtual Machine on the CSP Device;
- (b) monitor the Virtual Machine; and
- (c) load the Virtual Service Image onto the Virtual Machine.

3.2.2 Each Virtual Service will require its own Virtual Services Hosting Service on the same CSP Device.

3.2.3 As set out in Paragraph 4.4, BT will not provide a Virtual Service as part of the Connect Services Platform Service.

3.3 Service Maintenance options

A number of maintenance options are available, which may vary from country to country. The Connect Services Platform Service maintenance you have selected is set out in the applicable Order for each Site.

3.4 Service Options may not be available in all countries.

4 Service Management Boundary

4.1 BT will provide and manage the Connect Services Platform Service in accordance with Parts B and C of this Schedule and as set out in any applicable Order up to:

4.1.1 in relation to the CSP Device, and the Virtual Routing Service:

- (a) the LAN port of the BT Equipment provided at a Site; or
- (b) any other BT port that interfaces with the Customer Equipment at a Site; and

4.1.2 in relation to the Virtual Services Hosting Service, up to the Virtual Machine on the CSP Device, ("**Service Management Boundary**").

4.2 BT will have no responsibility for the Connect Services Platform Service outside the Service Management Boundary.

4.3 BT does not make any representations, whether express or implied, about whether the Connect Services Platform Service will operate in combination with any Customer Equipment or other equipment and software.

4.4 Virtual Service

4.4.1 The Virtual Service can be provided by BT or you, but is not included as part of the Connect Services Platform Service and is subject to its own terms.

4.4.2 In accordance with Paragraph 5.2, BT will have no responsibility under this Schedule for the Virtual Service that runs on the CSP Device.

4.4.3 BT reserves the right not to support a particular Virtual Service on the Connect Services Platform Service.

5 Associated Services

5.1 You will have the following services in place that will connect to the Connect Services Platform Service and are necessary for the Connect Services Platform Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:

5.1.1 any one of the following BT WAN services:

- (a) BT IP Connect Global;
- (b) BT Internet Connect Global; or
- (c) BT Internet Connect Reach.

5.1.2 your own or a third party provided WAN that BT has confirmed to you in writing is compatible with the Connect Services Platform Service;

5.1.3 such modifications, as advised by BT, to support the Connect Services Platform Service. BT will undertake modifications in respect of the BT WAN services set out in Paragraph 5.1.1. You will undertake modifications for those services set out in Paragraph 5.1.2;

(each an "**Enabling Service**").

5.2 If BT provides you with any services other than the Connect Services Platform Service (including, but not limited to any Enabling Service or Virtual 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 Connect Services Platform Service from a third party supplier, BT will manage the Connect Services Platform Service as your agent. You will provide BT with a letter of agency to enable BT to manage the third party.
- 5.4 The Connect Services Platform Service is unable to support some WAN services, including some BT WAN services.

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 miss-use 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 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 WEEE Directive

- 6.3.1 You will comply with Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("WEEE Directive") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("WEEE").
- 6.3.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 6.3 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 6.3.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.

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 Connect Services Platform Service at least 90 days before the end of the Minimum Period of Service or a Renewal Period, at the end of the Minimum Period of Service or Renewal Period the Connect Services Platform Service will automatically extend for a Renewal Period 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 Connect Services Platform Service, BT will cease delivering the Connect Services Platform 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, General Terms 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;
 - (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, the terms of this Schedule will continue to apply from the beginning of the following Renewal Period unless you give Notice in accordance with Paragraph 7.1.4(c) or BT gives Notice of termination, in both cases BT will cease delivering the Connect Services Platform Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period as applicable.
- 7.2 Customer Committed Date**
- 7.2.1 If you request a change to the Connect Services Platform Service or any part of the Connect Services Platform Service, then BT may revise the Customer Committed Date to accommodate that change.
- 7.2.2 BT may expedite delivery of the Connect Services Platform Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.
- 7.3 EULA**
- 7.3.1 BT will only provide the Connect Services Platform Service if you have entered into the end user licence agreement with the Supplier in the form set out at Appendix A and B, as may be amended or supplemented from time to time by the Supplier ("**EULA**").
- 7.3.2 You will observe and comply with the EULA for any use of the applicable Software.
- 7.3.3 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the EULA, BT may restrict or suspend the Connect Services Platform Service upon reasonable Notice, and:
- (a) you will continue to pay the Charges for the Connect Services Platform 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 Connect Services Platform Service.
- 7.3.4 You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA 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.
- 7.3.5 Where any EULA 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.
- 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, including License Charges, monthly in advance on the first day of the relevant month and for any period where the Connect Service Platform Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
 - (c) Professional Services Charges;
 - (d) De-installation Charges within 60 days of de-installation of the Connect Services Platform Service; and
 - (e) any Termination Charges incurred in accordance with Paragraph 7.5 upon termination of the relevant Connect Services Platform Service.
- 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 Connect Services Platform Service in accordance with Paragraph 8.2 outside of Business Hours;
 - (c) Charges for expediting provision of the Connect Services Platform Service at your request after BT has informed you of the Customer Committed Date;



- (d) Charges for restoring Service if the Service has been suspended in accordance with Clause 10.1.2 of the General Terms; and
- (e) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

7.5 Termination Charges

- 7.5.1 If you terminate the Contract or the Connect Services Platform Service for convenience in accordance with Clause 17 of the General Terms you will pay BT:
- (a) all outstanding Charges or payments due and payable under the Contract;
 - (b) any remaining Charges outstanding with regard to BT Equipment;
 - (c) De-installation Charges; and
 - (d) 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 Connect Services Platform Service.
- 7.5.2 In addition to the Charges set out at Paragraph 7.5.1 above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT:
- (a) for any parts of the Connect Services Platform Service that were terminated during the Minimum Period of Service or Renewal Period, Termination Charges, as compensation, equal to:
 - (i) 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service or Renewal Period;
 - (ii) 20 per cent of the Recurring Charges for the remaining months, other than the first 12 months of the Minimum Period of Service or Renewal Period; and
 - (iii) 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 under the Contract.



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 Connect Services Platform Service, BT:

- 8.1.1 will provide you with contact details for the Service Desk;
- 8.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at 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 will install or arrange for the installation by third party suppliers on BT's behalf BT Equipment at a Site;
- 8.1.4 may ask you to produce proof of compliance with licensing and regulatory requirements before the Service Start Date, as set out in Paragraph 9.1.4;
- 8.1.5 may, where you will not produce the proof of compliance to BT's satisfaction in accordance with Paragraph 9.1.4, suspend the Connect Services Platform Service delivery or terminate any applicable Order and any Charges set out in this Schedule or the General Terms in connection with such suspension or termination will apply; and
- 8.1.6 will provide you with a Customer Committed Date and will use reasonable endeavours to meet any Customer Committed Date.

8.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 8.2.1 configure the Connect Services Platform Service;
- 8.2.2 conduct a series of standard tests on the Connect Services Platform Service to ensure that it is configured correctly;
- 8.2.3 connect the Connect Services Platform Service to each Enabling Service; and
- 8.2.4 on the date that BT has completed the activities in this Paragraph 8.2, confirm to you that the Connect Services Platform Service is available for performance of any Acceptance Tests in accordance with Paragraph 9.2.

8.3 During Operation

On and from the Service Start Date, BT:

- 8.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Levels in Part C of the Contract if BT detects or if you report an Incident;
- 8.3.2 will maintain a BT Portal to provide you with online access to performance reports;
- 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 Connect Services Platform Service, the BT Network 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 Connect Services Platform Service, require you to change any or all of your passwords;
- 8.3.5 will not be liable for any delay in rectifying an Incident with the Connect Services Platform Service, where the Connect Services Platform Service is connected to a non-BT provided Enabling Service and BT is unable to connect to the CSP Device in order to rectify such Incident; and
- 8.3.6 where a CSP Device breaks down, provide you a replacement CSP Device.

8.4 The End of the Service

On expiry or termination of the Connect Services Platform Service by either of us, BT:

- 8.4.1 will provide configuration information relating to the Connect Services Platform 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 Site(s); and
- 8.4.3 may delete any Content.

9 Your Obligations

9.1 Service Delivery



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

- 9.1.1 provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Connect Services Platform Service;
- 9.1.2 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
- 9.1.3 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 Connect Services Platform 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 9.1.3, 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 9.1.3;
- 9.1.4 ensure that you and any of your Users comply with all applicable licensing and regulatory requirements for use of the Connect Service Platform Service, including but not limited to the local law and regulations that apply to the export and re-export of any encryption software or devices;
- 9.1.5 prepare and maintain the Site(s) for the installation of BT Equipment and supply of the Connect Services Platform 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) 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 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 installation or maintenance;
 - (d) provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the Connect Services Platform Service and BT Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the Connect Services Platform 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) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate;
- 9.1.6 ensure, unless BT has agreed in writing to do so, that the LAN protocols and applications you use, are compatible with the Connect Services Platform Service;
- 9.1.7 provide your LAN details to BT when requested without undue delay;
- 9.1.8 not misuse the Connect Services Platform Service to contravene or circumvent local laws and regulations; such contravention will be treated as a material breach and BT may:
 - (a) suspend the Connect Services Platform Service and refuse to restore the Connect Services Platform Service until BT receives an acceptable assurance from you that there will be no further contravention or circumvention; or
 - (b) terminate the Connect Services Platform Service upon written Notice;
- 9.1.9 provide BT with any information that is reasonably requested by any regulatory body, legal authority or government entity in any country in connection with the encryption capabilities of the Connect Services Platform Service;
- 9.1.10 obtain any local import and User licenses and any necessary written authority from the relevant regulatory bodies to enable BT to provide you with the Connect Services Platform Service;
- 9.1.11 have the requisite licences in place for Virtual Routing Service and Virtual Services Hosting Service, as set out in the applicable Order; and
- 9.1.12 provide BT with any documentation reasonably required in order to deliver the Connect Services Platform Service, including documentation relating to the Enabling Services set out in Paragraph 5.

9.2 Acceptance Tests

- 9.2.1 You will carry out the Acceptance Tests for the Connect Services Platform Service within five Business Days after receiving Notice from BT in accordance with Paragraph 8.2.4 ("**Acceptance Test Period**").



- 9.2.2 The Connect Services Platform Service is accepted by you if you confirm acceptance in writing during the Acceptance Test Period or is treated as being accepted by you if you do not provide BT with Notice to the contrary by the end of the Acceptance Test Period.
- 9.2.3 Subject to Paragraph 9.2.4, the Service Start Date will be the earlier of the following:
- (a) the date that you confirm or BT deems acceptance of the Connect Services Platform Service in writing in accordance with Paragraph 9.2.2; or
 - (b) the date of the first day following the Acceptance Test Period.
- 9.2.4 If, during the Acceptance Test Period, you provide BT Notice that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and provide you Notice that BT has remedied the non-conformance and inform you of the Service Start Date.

9.3 During Operation

On and from the Service Start Date, you will:

- 9.3.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 9.3.2 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;
- 9.3.3 monitor and maintain any Customer Equipment connected to the Connect Services Platform Service or used in connection with a Connect Services Platform Service;
- 9.3.4 ensure that any Customer Equipment that is connected to the Connect Services Platform Service or that you use, directly or indirectly, in relation to the Connect Services Platform 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 Connect Services Platform Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (d) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;
- 9.3.5 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment:
- (a) does not meet any relevant instructions, standards or Applicable Law; or
 - (b) contains or creates material that is in breach of the Acceptable Use Policy and you are contacted by BT about such material,
- and redress the issue with the Customer Equipment prior to reconnection to the Connect Services Platform Service;
- 9.3.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the BT Portal;
- 9.3.7 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the BT Portal 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 BT Portal;
 - (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 BT Portal if BT requests you to do so in order to ensure the security or integrity of the Connect Services Platform Service.
- 9.3.8 before reporting an Incident to BT, ensure that any Enabling Service is working correctly;
- 9.3.9 not use the Connect Services Platform Service or Software for the benefit of any third party (including timesharing and service bureau use), nor permit any person to do so;
- 9.3.10 not disclose any information in relation to the performance of the Connect Services Platform Service to any third party without BT's prior written consent; and
- 9.3.11 duplicate and store Content you wish to keep on other devices not connected to the Connect Services Platform Service.

9.4 The End of the Service

On expiry or termination of the Connect Services Platform Service by either of us, you will:



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

10 Notification of Incidents

Where you become aware of an Incident:

- 10.1 the 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 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 Connect Services Platform 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 if you have reported the Qualifying Incident in accordance with Paragraph 10, for each 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 exercises its 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

The On-Time Delivery Service Level does not apply to upgrades or changes to the Connect Services Platform Service, 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.

12 Service Availability

12.1 Availability Service Level

12.1.1 From the Service Start Date, BT will provide the Connect Services Platform 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 in paragraph 12.2.1 ("Availability Service Level")

12.1.2 You may request Availability Service Credits for Severity Level 1 Incidents at either:

- (a) the Standard Availability Service Credit Rate, as set out in Paragraph 12.3.4; or
(b) as applicable, the Elevated Availability Service Credit Rate, as set out in Paragraph 12.3.5.

12.2 SLA Categories

12.2.1 The following table sets out the Availability Annual Targets, the Maximum Annual Availability Downtime, the Maximum Monthly Availability Downtime, the Standard Availability Service Credit Rate, the Elevated Availability Service Credit Rate and the Service Credit Interval for each SLA Category:

Table with 7 columns: SLA Category, Availability Annual Target, Maximum Annual Availability Downtime, Maximum Monthly Availability Downtime, Standard Availability Service Credit Rate, Elevated Availability Service Credit Rate, Service Credit Interval. Rows include Cat A++ through Cat I.

12.3 Availability Service Credits

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

12.3.2 BT will measure the Availability Downtime in units of full minutes during the Contracted Maintenance Hours.

12.3.3 BT will then calculate the cumulative Availability Downtime for the calendar months in which the Severity Level 1 Incident occurred ("Cumulative Monthly Availability Downtime") and for the previous 12 consecutive calendar months (the "Cumulative Annual Availability Downtime"), but in the event that



the Site has been installed for less than 12 consecutive months, BT will apply an assumed Cumulative Annual Availability Downtime for the previous 12 consecutive months using the Availability Downtime data recorded to date.

- 12.3.4 If the Cumulative Monthly Availability Downtime of the Connect Services Platform Service exceeds the Maximum Monthly Availability Downtime, you may request Availability Service Credits at the Standard Availability Service Credit Rate for each Service Credit Interval above the Maximum Annual Availability Downtime.
- 12.3.5 If the Cumulative Annual Availability Downtime of the Connect Services Platform Service exceeds the Maximum Annual Availability Downtime, you may request Availability Service Credits for all further Severity Level 1 Incidents at the Elevated Availability Service Credit Rate for each started Service Credit Interval above the Maximum Annual Availability Downtime up to and until the Cumulative Annual Availability Downtime by Service is less than the Maximum Annual Availability Downtime.

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 13.1 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 Connect Services Platform Service;
 - 13.5.3 to Simple Service Requests; or
 - 13.5.4 to any Incident not reported in accordance with Paragraph 10.



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.

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

“Acceptance Tests” means those objective tests conducted by you that when passed confirm that you accept the Connect Services Platform Service and that the Connect Services Platform Service is ready for use save for any minor non-conformities that will be resolved as an Incident in accordance with Paragraph 10.

“Availability” means the period of time when the Connect Services Platform Service is functioning.

“Availability Annual Target” 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 12.3.1.

“Availability Service Credit” means the Service Credit available for a failure to meet the Availability Service Level, as set out in Paragraph 12.3.4 and 12.3.5.

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

“BT Network” means the communications network owned or leased by BT.

“BT Portal” means an online web page you can access to view the current status of your Connect Services Platform Service.

“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.

“Connect Services Platform Service” has the meaning given in Paragraph 1.

“CSP Device” means the CSP Hardware and the Operating System Software Layer which, for the purposes of this Schedule, is BT Equipment.

“CSP Hardware” means any equipment (including Software embedded in or run on such equipment) that is able to run the Operating System Software Layer, that BT provides, maintains or manages as part of the Connect Services Platform Service, that is located at a Site, and for the purposes of this Schedule, is BT Equipment.

“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.

“Cumulative Monthly Availability Downtime” has the meaning given in Paragraph 12.3.3.

“Customer Equipment” means any equipment including any software, other than BT Equipment, used by you in connection with a Connect Services Platform Service.

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

“Elevated Availability Service Credit Rate” means the applicable rate as set out in the table at Paragraph 12.2.1 for the relevant SLA Category.

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

“EULA” has the meaning given in Paragraph 7.3.

“General Terms” means the general terms to which this Schedule is attached or can be found at www.bt.com/terms, and that form part of the Contract.

“Incident” means a failure to meet the On Time Delivery Service Level or an unplanned interruption to, or a reduction in the quality of, the Connect Services Platform Service or particular element of the Connect Services Platform Service.

“Installation Charges” means those Charges set out in any applicable Order in relation to installation of the Connect Services Platform 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.

“Image” means a valid KVM qcow2 software image of the Virtual Service.

“Licence Charges” means the Charges for Virtual Services Hosting Service and for Virtual Routing Service, which are also Recurring Charges.

“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).



“**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 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 Connect Services Platform Service.

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

“**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, per day.

“**On Time Delivery Service Level**” has the meaning given in Paragraph 11.1.

“**Operating System Software Layer**” means the operating system running on the CSP Hardware that manages the hardware resources (central processing unit/memory/storage) and acts as a virtualization layer to abstract the service functions implemented by each Virtual Service from the underlying hardware.

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

“**Professional Services**” means those services provided by BT which are labour related services.

“**Qualifying Incident**” means an Incident, except where any of the following events have occurred:

- (a) the Connect Services Platform 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 Connect Services Platform Service at a time when no Incident has been detected or reported.

“**Recurring Charges**” means the Charges for the Connect Services Platform Service or applicable part of the Connect Services Platform 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 Connect Services Platform Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

“**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 Connect Services Platform Service.

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

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

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

“**Severity Level 1 Incident**” means a Qualifying Incident that cannot be circumvented and that constitutes a complete loss of service at the Site(s).

“**Simple Service Request**” means small requests, as set out on the BT Portal, for predefined simple configuration changes to the Connect Services Platform Service, which have no impact on your inventory.

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

“**SLA Category**” means the category, as set out in any applicable Order, which, in accordance with the table set out at Paragraph 12.1, specifies the following in relation to the Connect Services Platform Service, Site:

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

“**Standard Availability Service Credit Rate**” means the applicable rate as set out in the table at Paragraph 12.2.1 for the relevant SLA Category.

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

“**Technically Compliant**” means a status where a Virtual Service passes performance testing and delivers the features on a functional feature set accepted and agreed by and within BT.

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

“**Virtual Machine**” means a software computer that, like a physical computer, runs an operating system and applications, that is comprised of a set of specification and configuration files and is backed by the physical resources of the CSP Device.

“**Virtual Routing Service**” means a virtual service that is compatible with the Connect Services Platform Service and provides routing capabilities to the CSP Device. The Virtual Routing Service also provides BT with management connectivity to the Connect Services Platform Service to manage the Standard Service



Components set out in Paragraph 2 and the Service Options set out in Paragraph 3 and as further set out in Paragraph 3.1.

“**Virtual Service**” means an application that is hosted on the Virtual Services Hosting Service.

“**Virtual Services Hosting Service**” means a hosting service of the Virtual Service on the CSP Device as further set out in Paragraph 3.2.

“**Virtual Services Management and Orchestration**” means a centrally BT hosted orchestration solution used to perform the tasks of resources management, lifecycle Virtual Machine management and Virtual Service workflow management, including activation of the Virtual Routing Service centrally for the Connect Services Platform Service as further set out in Paragraph 2.2.

“**VNF**” means Virtual Network Function.

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

“**WEEE**” has the meaning given in Paragraph 6.3.1.

“**WEEE Directive**” has the meaning given in Paragraph 6.3.1.



Appendix A – End User License Agreement

End User Licence Agreement

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Appendix B – Supplemental End User License Agreement

Cisco Network Services Orchestrator (NSO) Supplemental End User License Agreement

IMPORTANT: READ CAREFULLY

This Supplemental End User License Agreement (“**SEULA**”) contains additional terms and conditions for the Software product licensed under the End User License Agreement (“**EULA**”) between Customer and Cisco (collectively, the “**Agreement**”). Capitalized terms used in this SEULA but not defined herein will have the meanings ascribed to them in the EULA. To the extent that there is a conflict between the terms and conditions of the EULA and this SEULA, the terms and conditions of this SEULA will take precedence.

In addition to the terms set forth in the EULA Customer agrees to comply at all times with the terms and conditions of this SEULA.

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Product Name: Cisco Network Services Orchestrator (the “**NSO Software**”)

NSO Software Lab License

A Lab license grants Customer a limited right to install and use the NSO Software only in a non-production testing and development environment (a “**Lab**”). A valid NSO Lab license requires a “**Lab Server**” license for each copy of the NSO Software loaded into memory.

NSO Software Production License

To install and use the NSO Software in any non-Lab environment, Customer requires:

- An “**Active Server**” license for each copy of the NSO Software loaded into memory;
- A NED license (as defined below) for each NED running on each Active Server;
 - A “**NED**” or “**Network Element Driver**” enables the management of physical or virtual devices or other systems (together, “**Network Elements**”) running the same embedded software type; e.g. there is a NED for certain Cisco IOS devices, another NED for certain IOS XR devices, and NEDs for certain non-Cisco devices. NED licenses only authorize the use of the NEDs in conjunction with the NSO Software to configure, manage and interface with (“**Manage**”) the devices identified by the NED.
- A right to manage (“**RTM**”) license for each Network Element that is Managed by the NSO Software;
 - Each Managed physical device requires an RTM license for its device type;
 - Each Managed virtual network function or software application (“**Managed VNF**”) requires an RTM license for each instance of the Managed VNF. Managed VNF RTM licenses are categorized by function and application type.

High Availability

If a high availability (“**HA**”) implementation of the NSO Software is desired, Customer may use a HA license (instead of an Active Server license) for each Standby Server. A “**Standby Server**” has a copy of the NSO Software loaded into memory, but does not Manage Network Elements unless the Active Server which it backs up, fails. Additional NED licenses are not required for Standby Servers.

Independent Development



Any products, software or technologies that either party may design or develop that rely on the NSO Software, and any intellectual property rights arising therefrom, will not impair the other party's right to independently design, develop, license or use commercial products and offerings that rely on the NSO Software.

NSO Pricing

Any contractual Cisco price list discounts to which Customer may otherwise be entitled do not apply to purchase of license for the NSO Software or its associated support.

Disclaimer Regarding NEDs

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