



1 Definitions and Abbreviations

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

"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 2.2.4.

"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.

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

"Chrome" is a cross-platform web browser developed by Google.

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

"Cloud Hosted Control Infrastructure" has the meaning given in Paragraph 2.2.2.

"Cloud OnRamp" is an automated way of deploying the Virtual SD-WAN Device or virtual Customer provided SD-WAN Device into an Azure or AWS cloud environment as part of the Service.

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

"Customer Equipment" means any equipment and any software, other than BT Equipment, used by the Customer in connection with the Service.

"Emergency Maintenance" means an event requiring immediate attention in order safeguard the integrity and security of the Service in order to avoid that any further delay would expose the Parties to a higher degree of potential harm and/or risk.

"Enabling Service" has the meaning given in Paragraph 4.1.2.

"Encryption" is the transformation of data into unreadable data through a cryptographic transformation using a key. Decryption is the process for reversing the unintelligible data into meaningful data using a key.

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

"EULA" means Supplier's End User License Agreement as set out in Paragraph 4.1.4 and the Appendix to this Annex.

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

"Incident" means a fault; being an unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.

"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).



“**Minimum Period of Service**” means a period of 36 or 60 consecutive months beginning on the Operational Service Date, unless set out otherwise in any applicable Order.

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

“**Offer Description**” means Supplier's Offer Description for SD WAN as set out in Paragraph 4.1.4 and the Appendix to this Annex.

“**Physical SD-WAN CPE Device**” means hardware and software that connects to the Customer's network and provides a secure overlay network over a mix of WAN transports.

“**Renewal Period**” is the period set out in the Order.

“**SD-WAN Device**” means either a Physical SD-WAN CPE Device or a Virtual SD-WAN Device.

“**Service**” means the Cisco SD-WAN Service as set out in Paragraph 2.

“**Service Desk**” means the BT helpdesk that the Customer is able to contact to submit service requests, report incidents and ask questions about the Service.

“**Service Management Boundary**” has the meaning given in Paragraph 3.6.

“**Service Options**” has the meaning given in Paragraph 2.3.

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

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

“**Small 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 2.2.2.

“**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, Bedfont Lakes, Feltham, TW14 8HA, UK and any group or parent company of the Supplier.

“**Supplier's Terms**” means the Supplier terms and conditions as set out in Paragraph 4.1.4.

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

“**UCA**” means Supplier's Universal Cloud Agreement as set out in Paragraph 4.1.4 and the Appendix to this Annex.

“**User Accounts**” means the accounts for the Customer's Users made available to the Customer by BT in order to access the Cloud Hosted Control Infrastructure.

“**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 the Customer's network and provides a secure overlay network over a mix of WAN transports.

“**VLAN**” means Virtual LAN.

“**VPN**” means a Virtual Private Network.

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



2 Service Description

2.1 Service Overview

2.1.1 The Service is a remotely managed, cloud-hosted overlay network solution that will allow the Customer to manage their virtual global network.

2.1.2 BT will provide the Customer:

- (a) the Standard Service Components; and
- (b) any Service Options as set out in any applicable Order,

up to the point of the Service Management Boundary.

2.2 Standard Service Components

As part of the standard Service:

2.2.1 SD-WAN Devices. The Service requires SD-WAN Devices including requisite Software licences for the SD-WAN Devices which can be either Physical SD-WAN CPE Devices or Virtual SD-WAN Devices. The SD-WAN Devices may be provided by either BT or by the Customer. The details of the respective SD-WAN Devices and the responsibility who will deliver them will be set out on the Order.

Where BT provides the Customer with Physical SD-WAN CPE Devices, these will be considered as BT Equipment and BT will install these at the Customer's Sites by connecting these into the Customer's network in order to provide the Customer with the Service.

Where BT provides the Customer with Virtual SD-WAN Devices either BT or the Customer will deploy these onto the Customer's virtual infrastructure as set out in Paragraph 4.1.2.1 (c).

Where BT is unable to provide the Customer with SD-WAN Devices, BT will agree with the Customer in writing whether Customer provided SD-WAN Devices (Physical SD-WAN CPE Devices or Virtual SD-WAN Devices) can be supported. Where BT agrees that Customer provided SD-WAN Devices can be supported the Customer will be responsible for:

- (a) ordering the Customer provided SD-WAN Device. This will be considered as Customer Equipment;
- (b) delivery of the Customer provided SD-WAN Device to the 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 the Customer in writing;
- (e) ensuring that a suitable licence is available for the Customer provided SD-WAN Device;
- (f) placing the Customer provided SD-WAN Device in a Cisco Smart Account or Virtual Account owned by the Customer to which the Customer 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.

The Customer will purchase a Site Service Tier as set out in the Order for each of the SD-WAN Devices as set out in Paragraph 2.2.6.

2.2.2 Cloud Hosted Control Infrastructure. BT will provide the Customer with access to the BT My Account Portal that will allow the Customer to:

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

BT will not provide training on the BT My Account Portal as part of the Service.

The visibility of the Cloud Hosted Control Infrastructure data on the BT My Account Portal is for the Customer's information only. The Customer will not raise queries or information requests relating to the Cloud Hosted Control Infrastructure data with the Service Desk.



BT Connect Cisco SD-WAN

Service Annex to the General Service Schedule

BT Contract Reference:

Customer Contract Reference (optional):

- 2.2.3 Transport Independent VPN.** BT will provide the Customer with a VPN and encryption service that will allow the Customer to:
- (a) build corporate VPNs across the Customer's global Sites; and
 - (b) transfer information securely across the Customer's network and the Internet using encryption technology.
- 2.2.4 Application Aware Routing.** BT will provide the Customer with a facility that manages the Customer's traffic and Applications in order to improve the efficiency of the Customer's network. The Customer will be able to categorise certain Applications as business critical through the Customer's own pre-defined categories, as agreed, through the Cloud Hosted Control Infrastructure. Application Aware Routing will work optimally if there are two (2) Enabling Services connected to the Customer's Sites. Any changes to the categories will be dealt with as a Small Service Request.
- 2.2.5 Small Service Requests.** BT will perform up to five (5) Small Service Requests per SD-WAN Device per year as long as those changes do not require a change to the implemented design of the Service. Any other changes are subject to a change request Order and shall be subject to additional Charges to be agreed on such Order.
- 2.2.6 Site Service Tier.** The Customer must purchase one of the Site Service Tiers below for each SD-WAN Device through the 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. Following Site Service Tiers are available:
- (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.

2.3 Service Options

BT will provide the Customer with any of the following options as set out in any applicable Order and in accordance with the details and charges as set out in that Order. Some Service Options may not be available in all countries. These details shall be set out in the applicable Order.

- 2.3.1** Support for embedded security features: The Customer may purchase one of the Security Support Tiers below for each SD-WAN Device 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.
- 2.3.2** Security Support Tiers provide reactive support only and are limited to the capabilities of the Cloud Hosted Control Infrastructure.
- 2.3.3** Cloud OnRamp: deployment using Cloud OnRamp.

3 BT's Responsibilities

In addition to any other BT obligations as set out in the Agreement:



3.1 Prerequisites

Throughout the provision of the Service, BT will:

- 3.1.1 provide the Customer with contact details for the Service Desk;
- 3.1.2 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that the Customer has notified to BT in writing as long as such compliancy by BT shall not cause BT being in breach of any of its obligations under this Agreement.

3.2 Service Delivery

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

- 3.2.1 provide the Customer with a Customer Committed Date and will use reasonable endeavours to meet any Customer Committed Date; and
- 3.2.2 install or arrange for the installation by third party suppliers on BT's behalf of BT Equipment at a Site.

3.3 Commissioning of the Service

Before the Operational Service Date, BT will:

- 3.3.1 configure the Service;
- 3.3.2 conduct a series of standard tests on the Service to ensure that it is configured correctly; and
- 3.3.3 will deploy the Service to each Enabling Service.

On the date that BT has completed the activities in this Paragraph, confirm to the Customer that the Service is available for use by the Customer. This date shall be the Operational Service Date.

3.4 During Operation

On and from the Operational Service Date BT will provide following support to the Customer:

- 3.4.1 **Incident management.** BT will respond and remedy an Incident reported by the Customer as set out in the General Service Schedule.
- 3.4.2 **Security breach activities.** BT shall, in the event of a security breach affecting the Service, contact the Customer and may require the Customer to change any or all of the Customer's passwords.
- 3.4.3 **Maintenance.** BT may carry out Planned Maintenance from time to time and will use reasonable endeavours to inform the Customer at least five (5) Business Days before any Planned Maintenance on the Service. For the avoidance of doubt any Emergency Maintenance shall not be considered as Planned Maintenance. Emergency Maintenance may be performed without advance notice to the Customer.

3.5 The End of the Service

On termination of the Service by either Party, BT will:

- 3.5.1 provide configuration information relating to the Service provided at the Site(s) in a format that BT specifies;
- 3.5.2 disconnect and remove any BT Equipment located at the Sites; and
- 3.5.3 delete any Content.

3.6 Service Management Boundary and Exclusions

- 3.6.1 BT will provide and manage the Service in accordance with the provisions of this Annex and as set out in any applicable Order and the BT Service Management Boundary will be:
 - (a) in respect of the Cloud Hosted Control Infrastructure, within the Cloud Hosted Control Infrastructure hosted on a Cloud-Provider's infrastructure by the Supplier on behalf of BT;
 - (b) in respect of the Physical SD-WAN CPE Devices provided by BT, between the WAN and LAN ports of each Physical SD-WAN CPE Device; and
 - (c) in respect of the Virtual SD-WAN Devices provided by BT, the monitoring and maintenance of the Virtual SD-WAN Device but not any of the underlying virtual or physical infrastructure supporting this; including an Enabling Service.



- 3.6.2** 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,
- 3.6.3** BT will have no responsibility for the Service outside the Service Management Boundary.
- 3.6.4** BT does not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software; including the Customer-Provided SD-WAN Device, or other equipment and software that is not provided by BT.
- 3.6.5** BT will have no responsibility under this Annex 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.
- 3.6.6** BT will not be responsible for any inability to provide the Service or degradation of the Service where the Customer uses the Service without having Enabling Services in place as set out in Paragraph 4.1.2 below. If the Service is connected to a non-BT provided Enabling Service and BT is unable to connect to the SD-WAN Device in order to rectify an issue with the Service, BT will not be liable to the Customer for any delay in rectifying the issue as a result of this delay and the Service Levels will not apply
- 3.6.7** When the Customer use the User Accounts for 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 the Customer's own risk including the Customer's compliance with any security standards set by the Supplier.
- 3.6.8** As the Customer – as set out in Paragraph 4.16 - is ultimately responsible for the security;
- (a) BT takes no responsibility for any security solution the Customer may choose and therefore the security of the SD WAN Device against unauthorised or unlawful access or use is not guaranteed by BT;
 - (b) If the Customer orders the option support for embedded security features – as set out in Paragraph 2.3.1 - from BT, BT's responsibility is limited in using reasonable endeavours to provide the ordered support on a reactive basis.

4 The Customer's Responsibilities

In addition to any other Customer obligations as set out in the Agreement:

4.1 Prerequisites

Throughout the provision of the Service, the Customer will comply with following prerequisites:

4.1.1 Employer Disclosure

As this Service enables BT to monitor and report to the Customer the use of any targeted applications, the Customer will comply with the employer disclosure obligations as set out in the General Service Schedule.

4.1.2 Enabling Service

4.1.2.1 The Customer will have the following Enabling Services in place that are necessary for the Service to function and will ensure that these Enabling Services meet the requirements provided by BT at contracting:

- (a) an internet routing connectivity from the SD-WAN Devices to the Cloud Hosted Control Infrastructure which is necessary for the Service to function including any necessary configuration through the Customer's firewalls; and
- (b) one or more of the following connectivity services:
 - i. a BT Internet service;
 - ii. a BT MPLS based service; e.g. BT IP Connect Global; or
 - iii. the Customer's own or third party provided WAN that BT has confirmed to the Customer in writing is compatible with the Service, and
- (c) where a Virtual SD-WAN Device (independently if provided by BT or the Customer) is to be deployed the Customer will also have one or more of the following:
 - i. a Cloud environment used for deploying a Virtual SD-WAN Device;
 - ii. a customer service infrastructure used for an on-premise Virtual SD-WAN Device; or
 - iii. the BT service called "Connect Service Platform (CSP)", and
- (d) Chrome or Firefox Internet browsers enabling Users to access the Cloud Hosted Control Infrastructure.



BT Connect Cisco SD-WAN

Service Annex to the General Service Schedule

BT Contract Reference:

Customer Contract Reference (optional):

- 4.1.2.2 If BT provides the Customer with any services other than the Service (including, but not limited to any Enabling Service), this Annex will not apply to those services and those services will be governed by their separate terms.
- 4.1.2.3 As certain Service Options may require the Customer to have specific Customer Equipment that meets minimum specifications to benefit from full functionality, the Customer shall ensure such Customer Equipment shall comply with the minimum specifications as communicated to the Customer by BT or the Supplier.
- 4.1.2.4 Where BT is unable to connect to a SD-WAN Device in order to rectify an issue with the Service because of an incident with the Enabling Service, BT will not be liable to the Customer for any delay in rectifying the issue with the 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.
- 4.1.2.5 Where the SD-WAN Device is directly deployed onto an Enabling Service without a separate WAN router or network terminating unit, any functionality of the Enabling Service is determined only by the capability of the Service and the Customer acknowledges this may result in a decreased functionality of such Enabling Service.
- 4.1.3 Acceptable Use Policy.** The Customer is responsible for its Content and that of any of its Users. The Customer acknowledges that it has read and agrees to be bound by and to ensure that any User will comply with the BT Acceptable Use Policy ("AUP") as set out in the General Service Schedule.
- 4.1.4 Supplier Terms.**
- 4.1.4.1 The Service is subject to the Supplier Terms as set out below and which the Customer shall accept.
- 4.1.4.2 Supplier Terms to be accepted are:
- (a) The Supplier EULA in the form set out at www.cisco.com/go/eula;
 - (b) the "Universal Cloud Agreement" in the form set out at https://www.cisco.com/c/dam/en_us/about/doing_business/legal/docs/universal-cloud-agreement.pdf ("UCA"); and
 - (c) the "Offer Description" for the Service procured 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"). Only Paragraphs 2.1, 2.4 and 3 of the Offer Description apply to Customer's use of the Service.
- A copy of these Supplier's Terms as applicable on the issue date of this Schedule is set out in attached Appendix.
- 4.1.4.3 As the Supplier Terms may be amended or updated from time to time by the Supplier for any new Orders, the Customer hereby acknowledges having read and accepted the latest version of these Supplier Terms before placing an Order with BT for this Service.
- 4.1.4.4 The Customer will deal with the Supplier with respect to any loss or damage suffered by the Customer or the Supplier under the Supplier Terms and any loss or damage will not be enforceable against BT.
- 4.1.4.5 If the Customer requires BT to configure or install Software on the Customer's behalf, BT will do so as the Customer's agent and bind the Customer to the Supplier Terms. For this purpose, the Customer hereby grants to BT a mandate to enter into the Supplier Terms in the Customer's name and on its behalf. BT and the Customer may for this also execute a power of attorney as part of the Order.
- 4.1.5 Lawful interception requests.** The Customer will 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.
- 4.1.6 Security.** The Customer is required to decide independently if the security features provide an adequate level of protection for the Customer by assessing if these meet the Customer's own security policy including any certified level of compliance required.
- 4.2 Service Delivery**
- 4.2.1** Before the Operational Service Date and, where applicable, throughout the provision of the Service; the Customer will:



BT Connect Cisco SD-WAN

Service Annex to the General Service Schedule

BT Contract Reference:

Customer Contract Reference (optional):

- (a) for Virtual SD-WAN Devices (independently if provided by BT or the Customer) 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;
- (b) ensure that a third party provided Enabling Service used to deploy the Virtual SD-WAN Device meets BT's technical requirements to enable BT to support the Virtual SD-WAN Device;
- (c) where the 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. The Customer acknowledges and agrees that deployment using Cloud OnRamp will result in the creation of a number of default security components on the respective Enabling Service.
- (d) provide BT, and any suppliers that need to visit a Site, with 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;
- (e) ensure that the LAN protocols and applications the Customer use are compatible with the Service;

4.2.2 Once BT has delivered the Service; the Customer will:

- (a) install and configure any Customer Equipment connected to the Service or used in connection with the Service;
- (b) change the Customer's public recursive DNS provider to the Service from the Customer's Internet service provider or other third-party DNS provider;

4.3 During Operation

On and from the Operational Service Date, the Customer will:

- 4.3.1** ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 4.3.2** 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;
- 4.3.3** ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between BT and the Customer, and is available for all subsequent incident management communications;
- 4.3.4** where the Customer has provided the Customer's own or a third party Enabling Service, ensure and confirm to BT that the Customer's own or a third party Enabling Service is working correctly before reporting Incidents to BT. BT will not record Downtime for reported Incidents until the Customer has provided this confirmation;
- 4.3.5** inform BT timely of any planned works on any third party provided Enabling Service; including any planned engineering works scheduled by the Customer's Cloud-Provider or any other provider which may have an impact on the availability of the Service;
- 4.3.6** provide service assurance support, where requested by BT, to progress Incidents for any Virtual SD-WAN Device installed onto an Enabling Service that has not been provided by BT;
- 4.3.7** ensure that after deployment using Cloud OnRamp the Customer follow the best practice guidance BT provides to the Customer and ensure the configuration remains compliant to the Customer's own security standards;
- 4.3.8** monitor and maintain any Customer Equipment connected to the Service or used in connection with the Service and ensure that any such Customer Equipment (including any Customer provided SD-WAN Devices) is:
 - (a) connected using the applicable network termination point, unless the Customer has BT's permission to connect by another means;
 - (b) technically compatible with the Service and will not harm or damage any Enabling Service, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (c) 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. In particular; the Customer shall, for any Customer Equipment used with the Service, 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 Service as provided by BT to contravene or circumvent these laws. BT reserves the right to require the Customer to produce proof of compliance with such licensing and regulatory requirements. If the Customer cannot produce such proof to BT's satisfaction, BT reserves the right to suspend Service delivery or terminate for material breach as set out in the General Terms and Conditions.

- 4.3.9** immediately disconnect any Customer Equipment, or advise BT to do so at the Customer's 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 applicable laws and the conditions of this Agreement and the Customer is contacted by BT about such material,
- and redress the issues with the Customer Equipment prior to reconnection to the Service;
- 4.3.10** distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' and the Customer's access to the Service. If the Customer decides to, the Customer may assign one login combination to BT's personnel;
- 4.3.11** be responsible for the Customer's Users' use of access profiles and passwords;
- 4.3.12** maintain a written list of current Users and provide a copy of such list to BT within five (5) Business Days following BT's written request at any time;
- 4.3.13** ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and:
- (a) immediately terminate access for any person who is no longer a User;
 - (b) inform BT immediately if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
 - (c) take all reasonable steps to prevent unauthorised access to the Service;
 - (d) satisfy BT's security checks if a password is lost or forgotten; and
 - (e) change any or all passwords or other systems administration information used in connection with the Service if BT requests the Customer to do so in order to ensure the security or integrity of the Service;
- 4.3.14** with regard to the permitted administrators for this Service;
- (a) ensure that the maximum number of administrators will not exceed five (5);
 - (b) not allow any administrator specific subscription to be used by more than one individual administrator unless it has been reassigned in its entirety to another individual administrator, in which case the Customer will ensure the prior administrator will no longer have any right to access or use the Service; and

4.4 The End of the Service

- 4.4.1** On termination of the Service by BT or the Customer, the Customer will:
- (a) provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s);
 - (b) promptly return or delete any confidential information that the Customer has received from BT during the term of the Agreement;
 - (c) disconnect any Customer Equipment from BT Equipment located at the Site(s);
 - (d) not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
 - (e) arrange for any BT Equipment located at the Site(s) to be returned to BT; and
 - (f) be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

5 Charges and Payment Terms

- 5.1** Charges will be as detailed on the Order and will be paid in accordance with the General Terms and Conditions and the General Service Schedule of the Agreement.

6 Service Levels

- 6.1** The Delivery and Availability Service Levels as set out in the General Service Schedule shall apply for the Service. For the avoidance of doubt; the Restore Time (Resilience) Service Level shall not apply.



- 6.2** The BT Service Levels replaces the Cisco Service Level Agreement as set out in Cisco's Offer Description for SD WAN.
- 6.3** Next to the exclusions as set out in the General Service Schedule:
- 6.3.1** the Delivery Service Level does not apply where a Customer provided SD-WAN Device is used or the Customer has deployed a Virtual SD-WAN Device;
- 6.3.2** the Availability Service Level does not apply:
- (a) in the event of unavailability of the data collected by the Cloud Hosted Control Infrastructure displayed on reports and near-live dashboards;
 - (b) to Small Service Requests; and
 - (c) to any part of the Service, except the Cloud Hosted Control Infrastructure, where a Customer provided SD-WAN Device is used.

7 Minimum Period of Service; Renewal and Termination

- 7.1** The Minimum Period of Service of any Services selected by the Customer shall be stated on the Order and will commence on the Operational Service Date unless set out otherwise in any applicable Order. On the Order the Customer may select "Auto-renew" or "No auto-renew" of the Service.
- 7.2** In the event "Auto-renew" was selected; unless BT or the Customer gives written notice to the other of an intention to terminate the Service in accordance with Paragraph 7.4 or require changes to the conditions in accordance with Paragraph 8.2; following expiration of the Minimum Period of Service or a Renewal Period the Service will automatically extend for a Renewal Period and both BT and the Customer will continue to perform each of BT's and the Customer's obligations in accordance with the Agreement. The Renewal Period will continue to automatically extend until terminated by either of the Parties in accordance with Paragraph 7.4.
- 7.3** In the event "No auto-renew" was selected; unless BT or the Customer agree at least 90 days before the expiration of the Minimum Period of Service or a Renewal Period, explicitly (by signature of a new Order) to extend the Service, the Service will automatically terminate at the expiry date of the Minimum Period of Service or a Renewal Period.
- 7.4** In variance to the General Terms and Conditions of the Agreement, the Service cannot be terminated for convenience during the Minimum Period of Service or any Renewal Period; but either Party may terminate the Service at the end of the Minimum Period of Service or any Renewal Period by giving the other Party at least 90 days' prior notice.

8 Changes to the Conditions

- 8.1** BT may propose changes to this Schedule or the Charges (or both); in the following events:
- (a) at any time, in case of changes in the applicable laws to ensure compliance with changed applicable laws. BT shall provide a prior written notice without undue delay and where the Customer does not agree to such change the Customer can terminate the Service without liability for either Party and no termination fees are due;
 - (b) for any renewal of the Services; whereby BT shall provide the Customer a prior written notice at least 120 days before the end of the Minimum Period of Service and each Renewal Period in which case BT and the Customer will enter into good faith negotiations. Within 30 days of any such notice to amend, the Parties will agree to the BT proposed changes, in which case those changes will apply from the first day of the Renewal Period. If BT and the Customer have not reached agreement on the BT proposed changes, no renewal for the Service shall be allowed and the Service will automatically terminate at the time of 23:59 at the expiry date of the Minimum Period of Service or a Renewal Period; or
 - (c) for any changes to the Services or any part thereof due to Supplier invoking its End of Life policy as set out in the Supplier Terms. BT shall inform the Customer at least one (1) year in advance would the Supplier invoke its End of Life policy with respect to the Services or any part thereof. BT shall use reasonable endeavours to obtain a new replacement service from the Supplier not substantially less favourable than the Service as set out in this Annex and shall at least six (6) months before the expiry date of the End of Life policy make a proposal for this and invite the Customer to negotiate and agree on such proposal. If despite BT's efforts no suitable replacement service could be proposed or the Parties could not agree on the proposed changes then:



BT Connect Cisco SD-WAN

Service Annex to the General Service Schedule

BT Contract Reference:

Customer Contract Reference (optional):

- (i) this shall be considered for BT as being a change of circumstances which could not have been foreseen upon conclusion of the contract and for which BT cannot be held liable; and
- (ii) the affected Service shall be terminated at the expiry date of the End of Life policy of the Supplier without any liability for the Parties and/or termination fees being due.

9 Data Processing

- 9.1** Applicable terms. The Parties agree that it is anticipated that BT and the Supplier may receive and the Supplier may process Personal Data on behalf of the Customer as a Data Processor in connection to the Service or as a result of the provision of this Service. Any Customer Data is subject to the 'Data' clause as set out in the Agreement.
- 9.2** For this Service, BT will act as Controller and no Personal Data is utilised by BT beyond that needed for provisioning, assurance and billing purposes.
- 9.3** For the provision and management of the Service parts provided by the Supplier, any Processing of Personal Data by the Supplier - where applicable, will be subject to the Supplier's privacy policy as set out on <https://www.cisco.com/c/en/us/about/trust-center/customer-data-privacy-policy.html> whereby for this Service the following datasheet apply <https://trustportal.cisco.com/c/dam/r/ctp/docs/privacydatasheet/DNA/cisco-sd-wan-privacy-data-sheet.pdf>

10 Use of Telemetry Data

- 10.1** BT or its Supplier may, for the purposes set out in Paragraph 10.2, 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.
- 10.2** Notwithstanding anything to the contrary in this Agreement, BT and its Supplier shall only use Telemetry Data as follows:
- (a) to deliver and maintain the 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.

In witness whereof, the Parties execute this document electronically, been effective from the date of the second signatory.

Customer [Include Complete Customer name]	BT Global ICT Business Spain, S.L.U.
Signed:	Signed:
(Authorised representative)	(Authorised representative)
(Name)	Paul Rhodes
Legal representative	Legal representative



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Service Annex to the General Service Schedule

BT Contract Reference:

Customer Contract Reference (optional):

Appendix – Supplier Terms

A. Cisco's EULA



CISCO EULA dd. Jan
15 2020

To be printed out and initiated at signature.

See also www.cisco.com/go/eula

B. Cisco's Universal Cloud Agreement



Cisco UCA

To be printed out and initiated at signature.

See also <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/universal-cloud-agreement.html>

C. Cisco's Offer Description SD WAN



Cisco Offer
Description SD WAN

To be printed out and initiated at signature.

See also https://www.cisco.com/c/dam/en_us/about/doing_business/legal/OfferDescriptions/cisco_sd_wan_offer_description.pdf