



Connect Intelligence Riverbed 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 Intelligence Riverbed Service

1 Service Summary

BT will provide you with an Application performance management service using BT Equipment and Software comprising:

- 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 Intelligence Riverbed 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 provided that you have ordered one or more Service Options:

2.1 Professional Services - Design Consultancy

BT will:

- 2.1.1 agree with you the configuration of the Connect Intelligence Riverbed Service and the Application Policy; and
- 2.1.2 configure the Connect Intelligence Riverbed Service in accordance with the Application Policy.

2.2 Professional Services - Service Delivery Manager

2.2.1 BT will make available an individual who will:

- (a) manage the distribution and installation of the Connect Intelligence Riverbed Service at the Sites set out in the Order; and
- (b) manage the commissioning and acceptance testing of the Connect Intelligence Riverbed Service in accordance with Paragraph 8.2,

("Service Delivery Manager").

2.2.2 BT will provide further information about the Service Delivery Manager in the Handbook.

2.3 Portal

BT will:

- 2.3.1 provide you access to a Portal; and
- 2.3.2 audit access to the Portal.

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 Service Incident investigation

The Service Desk will investigate Alarms.

3.2 Professional Services - Analyst and Technical Consultant

BT will assign:

- 3.2.1 an analyst as a principal contact for monthly reporting activities. The monthly report will vary dependent on the Service Options set out in the Order but will include observations and recommendations that may if adopted by you, maximise the performance of the Connect Intelligence Riverbed Service. We will agree between both of us the date in the month when the report will be issued;
- 3.2.2 a technical consultant who will:
 - (a) carry out on-going activities to maximise and stabilise the performance of the Connect Intelligence Riverbed Service;



- (b) work with you and other relevant parties to maintain the technical integrity of the Connect Intelligence Riverbed Service; and
- (c) notify you of any Software releases that may affect the Connect Intelligence Riverbed Service and which BT may adopt,

("Technical Consultant").

3.2.3 This Service Option is not available with SteelConnect and VaaS Bronze.

3.3 Service Review

BT will:

3.3.1 send you monthly reports in standard BT format, including reports containing:

- (a) observations, other than for VaaS Bronze and SteelConnect;
- (b) graphs and charts associated with:
 - (i) the Connect Intelligence Riverbed Service;
 - (ii) your Infrastructure; and
 - (iii) Applications,

as set out in the Order; and;

3.3.2 provide you with access to read-only reporting and service visibility via the Portal.

3.4 BT Installation

BT will install and configure any BT Equipment.

3.5 SteelHead

3.5.1 Software that will identify and alleviate common performance issues in Wide Area Networks including the control and improvement of Application performance and the reduction of bandwidth use by those Applications and which:

- (a) may be installed by you on Customer Equipment such as a server; or
- (b) is installed by BT on BT Equipment.

3.5.2 You will order any required new bandwidth, equipment or configuration changes and will pay the associated charges to the provider of those services.

3.5.3 BT will:

- (a) install and configure the BT Equipment;
- (b) configure the Software on the Customer Equipment; and
- (c) manage the Software and the BT Equipment through a centralised management platform.

3.6 SteelHead mobile - Mobile Optimisation

3.6.1 An addition to the Steelhead Service Option in Paragraph 3.5 that provides access for the number of mobile Users set out in the Order, who have installed the Software on Customer Equipment such as their Desktop or Laptop PCs ("**User Customer Equipment**").

3.6.2 You will:

- (a) ensure that the User Customer Equipment meets the specification set out in the Order;
- (b) manage the distribution of the Software to Users; and
- (c) provide initial support to Users and where further support is required ensure that the Customer Contact will contact the Service Desk and not the User.

3.7 SteelCentral

3.7.1 SteelCentral uses BT Equipment or Software installed by you on Customer Equipment such as a server to measure and report on your Applications and provides:

- (a) a standard Dashboard which may be customised in consultation with the Technical Consultant during implementation; and
- (b) tools and reports to help you monitor and troubleshoot the Applications accessed by SteelCentral.

3.7.2 SteelCentral uses:

- (a) flow data from the BT Equipment; and/or any compatible Netflow source; and/or
- (b) packet capture data.

3.7.3 The Technical Consultant will configure five Service Maps. If you request additional Service Maps, you may:

- (a) carry out your own configuration of the additional Service Maps; or
- (b) request additional Service Maps from BT and BT will apply an additional Charge.



- 3.7.4 You may create and customise Dashboards and reports and BT may provide training for you to do this, at an additional Charge.
- 3.7.5 You may order SteelCentral on its own or as an addition to other Service Options.
- 3.8 **Visibility as a Service – Bronze (“VaaS Bronze”)**
 - 3.8.1 VaaS Bronze uses BT Equipment or Software installed by you on Customer Equipment such as a server to measure and report on your Applications and provides:
 - (a) a standard Dashboard; and
 - (b) tools and reports to help you monitor and troubleshoot the Applications VaaS Bronze has access to.
 - 3.8.2 VaaS Bronze uses flow data from the BT Equipment or Customer Equipment.
 - 3.8.3 You may create and customise Dashboards and reports.
 - 3.8.4 You may order VaaS Bronze on its own or as an addition to other Service Options.
- 3.9 **Visibility as a Service – Silver (VaaS Silver)**
 - 3.9.1 VaaS Silver uses BT Equipment or Software installed by you on Customer Equipment such as a server to measure and report on your Applications and provides:
 - (a) a standard Dashboard which may be customised in consultation with the Technical Consultant during implementation; and
 - (b) tools and reports to help you monitor and troubleshoot the Applications VaaS Silver has access to.
 - 3.9.2 VaaS Silver uses flow data from the BT Equipment or Customer Equipment.
 - 3.9.3 The Technical Consultant will configure five Service Maps. If you request additional Service Maps, you may:
 - (a) carry out your own configuration of the additional Service Maps; or
 - (b) request additional Service Maps from BT and BT will apply an additional Charge.
 - 3.9.4 You may create and customise Dashboards and reports and BT may provide training for you to do this, at an additional Charge.
 - 3.9.5 You may order VaaS Silver on its own or as an addition to other Service Options.
- 3.10 **Visibility as a Service – Gold (VaaS Gold)**
 - 3.10.1 VaaS Gold uses BT Equipment or Software installed by you on Customer Equipment such as a server to measure and report on your Applications and provides:
 - (a) a standard Dashboard which may be customised in consultation with the Technical Consultant during implementation;
 - (b) tools and reports to help you monitor and troubleshoot the Applications VaaS Gold has access to.
 - 3.10.2 VaaS Gold uses:
 - (a) flow data from the BT Equipment; and/or
 - (b) packet capture data.
 - 3.10.3 The Technical Consultant will configure five Service Maps. If you request additional Service Maps, you may:
 - (a) carry out your own configuration of the additional Service Maps; or
 - (b) request additional Service Maps from the Connect Acceleration Monitoring consultant and BT and BT will apply an additional Charge.
 - 3.10.4 You may create and customise Dashboards and BT may provide training for you to do this, at an additional Charge.
 - 3.10.5 You may order VaaS Gold on its own or as an addition to other Service Options.
- 3.11 **SteelFusion**
 - 3.11.1 Software in the Customer Data Centre and on BT Equipment at the Site, providing storage of Site data at the Customer Data Centre and allowing the storage to be de-coupled from the local Site server.
 - 3.11.2 BT will configure the Software to provide interfaces to the Customer Data Centre servers based on information provided by you and in accordance with the Order.
 - 3.11.3 You will make available the pre-requisites as set out in the Order.
- 3.12 **SteelFusion – Virtual Service Platform (“VSP”)**
 - 3.12.1 The Virtual Service Platform is an addition to SteelFusion and provides:



- (a) the capability to run your Applications in a protected partition on BT Equipment; and
 - (b) back-up, licensing, installation, configuration, management, support, patching and back-up of the VSP by BT.
- 3.12.2 You will be responsible for:
 - (a) the licensing, configuration, management, support and patching of your Applications that you run on the VSP;
 - (b) back-up, configuration, management, support and patching of the Virtual Machine Operating System; and
 - (c) back-up of the Virtual Machine Disk, details of which will be set out in the Order.
- 3.12.3 Where there is a failure in the BT Equipment:
 - (a) BT will replace the BT Equipment and restore it in accordance with the settings at implementation of the Connect Intelligence Riverbed Service; and
 - (b) you will restore and upgrade as necessary the Application(s), Virtual Machine Operating System and Virtual Machine Disk.
- 3.12.4 The number of available Application partitions will be as set out in the Order.
- 3.13 **SteelConnect**
 - 3.13.1 SteelConnect is managed via the Internet and will:
 - (a) alleviate common performance issues in Wide Area Networks including the control and improvement of Application performance and the reduction of bandwidth use by those Applications; and
 - (b) provide access to Microsoft Azure and Amazon Web Services where you have an existing contract for Microsoft Azure and Amazon Web Services.
 - 3.13.2 The Software:
 - (a) may be installed by you on Customer Equipment such as a server; or
 - (b) is installed by BT on BT Equipment.
 - 3.13.3 BT will provide access to the SteelConnect Portal that you may use to manage and control your Applications.
 - 3.13.4 BT will:
 - (a) install and configure the BT Equipment; and
 - (b) configure the Software on the Customer Equipment.
 - 3.13.5 You will:
 - (a) manage your Applications and the BT Equipment through the SteelConnect Portal; and
 - (b) order any required new bandwidth, equipment or configuration changes and will pay the associated charges to the provider of those services.
- 3.14 Service Options may not be available in all countries.

4 Service Management Boundary

- 4.1 BT will provide and manage the Connect Intelligence Riverbed Service in accordance with Parts B and C of this Schedule and as set out in any applicable Order up to the port on the BT Equipment provided at the Site, ("**Service Management Boundary**").
- 4.2 The Service Management Boundary is for the Connect Intelligence Riverbed Service only, and does not define the Service Management Boundary for any other services provided by BT.
- 4.3 BT will have no responsibility for the Connect Intelligence Riverbed Service outside the Service Management Boundary.
- 4.4 BT does not make any representations, whether express or implied, about whether the Connect Intelligence Riverbed Service will operate in combination with any Customer Equipment or other equipment and software.

5 Associated Services

- 5.1 You will have the following services in place that will connect to the Connect Intelligence Riverbed Service and are necessary for the Connect Intelligence Riverbed Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
 - 5.1.1 Wide Area Network;
 - 5.1.2 Local Area Network, and
 - 5.1.3 for SteelConnect, Internet connectivity,



(each an "Enabling Service").

- 5.2 If BT provides you with any services other than the Connect Intelligence Riverbed Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.
- 5.3 BT will not be liable for failure to or delay in supplying the Connect Intelligence Riverbed Service to a Site if a provider of the Enabling Services delays or refuses the supply of those Enabling Services to that Site.

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

7.1.1 With the exception of:

- (a) Visibility as a Service; and
- (b) SteelConnect,

at the end of the Minimum Period of Service, unless one of us has given Notice to the other of an intention to terminate the Connect Intelligence Riverbed Service in accordance with the Contract, BT will continue to provide the Connect Intelligence Riverbed Service and each of us will continue to perform our obligations in accordance with the Contract.



- 7.1.2 For Visibility as a Service and SteelConnect, unless you request a renewal of the Service Option for a Renewal Period, BT will cease delivering Visibility as a Service or SteelConnect at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.
- 7.2 **Customer Committed Date**
- 7.2.1 If you request a change to the Connect Intelligence Riverbed Service or any part of the Connect Intelligence Riverbed Service, then BT may revise the Customer Committed Date to accommodate that change.
- 7.2.2 BT may expedite delivery of the Connect Intelligence Riverbed Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.
- 7.3 **Service Transition**
- 7.3.1 BT may agree, at your request, to take over the management of your existing Customer Equipment.
- 7.3.2 You will provide any information reasonably requests within a reasonable period of time before the Service Start Date, including:
- (a) an inventory list with information relating to each item of existing Customer Equipment with relevant specifications, including:
 - (i) the location of the existing Customer Equipment;
 - (ii) software licence information;
 - (iii) make and model of the Customer Equipment;
 - (iv) IP Address; and
 - (v) details of any third party contracts, service level agreements and equipment;
 - (b) copies of relevant extracts of your supplier support contracts for the existing Customer Equipment. BT will assume that the existing service level agreements with the relevant supplier remain the same as set out in the copies provided to BT, unless you provide BT Notice.
- 7.3.3 You will provide BT with access to the existing Customer Equipment at any time to allow BT to inspect and test it. Any changes to the inventory provided in accordance with Paragraph 7.3.2(a) will be made in writing and:
- (a) may cause delay to the adoption of the existing Customer Equipment or the Service Start Date; and
 - (b) may result in a change to the Charges to reflect the revised scope of the Connect Intelligence Riverbed Service.
- 7.3.4 BT will complete a list of all the existing Customer Equipment that is in BT's reasonable opinion in satisfactory operating condition and compatible with the Connect Intelligence Riverbed Service, ("**Adopted Equipment**").
- 7.3.5 You will:
- (a) be responsible for repairing, modifying, adjusting or replacing any Customer Equipment that is not compliant and is not in a satisfactory operating condition ("**Non-compliant Equipment**"); or
 - (b) request that BT:
 - (i) repairs, modifies or adjusts the Non-compliant Equipment and you will pay BT the Charges for this; or
 - (ii) replaces the Non-compliant Equipment with BT Equipment.
- 7.3.6 Title and risk in the Adopted Equipment will remain with you.
- 7.3.7 You will pay all BT's reasonable Charges for the ongoing repair, modification or adjustment of the Adopted Equipment (including software upgrades) which BT considers necessary to provide the Connect Intelligence Riverbed Service.
- 7.3.8 BT will not be liable for any faults or any other work carried out by previous maintainers of the Adopted Equipment.
- 7.3.9 BT will not be responsible for any support renewal funds owed to the Supplier or any over-spend at the point of BT adopting the Adopted Equipment.
- 7.4 **EULA**
- 7.4.1 BT will only provide the Connect Intelligence Riverbed Service if you have entered into the end user licence agreement with the Supplier in the form set out at <https://www.riverbed.com/gb/legal/license.html>, as may be amended or supplemented from time to time by the Supplier ("**EULA**").
- 7.4.2 You will observe and comply with the EULA for all any use of the applicable Software.



- 7.4.3 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 Intelligence Riverbed Service upon reasonable Notice, and:
- (a) you will continue to pay the Charges for the Connect Intelligence Riverbed Service until the end of the Minimum period of Service; and
 - (b) BT may charge a re-installation fee to re-start the Connect Intelligence Riverbed Service.
- 7.4.4 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.

7.5 Invoicing

- 7.5.1 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;
 - (b) Recurring Charges, monthly in advance and for any period where the Connect Intelligence Riverbed Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
 - (c) Professional Services Charges on the earlier of the date of completion of the Professional Services or termination of the Service;
 - (d) de-installation Charges within 60 days of de-installation of the Connect Intelligence Riverbed Service; and
 - (e) any Termination Charges incurred in accordance with Paragraph 7.6 upon termination of the relevant Service.
- 7.5.2 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 investigating data variances that are caused by maintenance of the Infrastructure or changes to the Enabling Services or your Infrastructure that have not been notified to BT in accordance with Paragraphs 9.2.4 and 9.2.5;
 - (c) commissioning the Connect Intelligence Riverbed Service in accordance with Paragraph 8.2 outside of Business Hours;
 - (d) Charges for expediting provision of the Connect Intelligence Riverbed Service at your request after BT has informed you of the Customer Committed Date; and
 - (e) any other Charges as set out in any applicable Order or as otherwise agreed between both of us.

7.6 Cancellation and Termination Charges

7.6.1 Cancellation Charges

Clause 16 of the General Terms does not apply to the Connect Intelligence Riverbed Service.

7.6.2 Termination Charges

If you terminate the Contract or the Connect Intelligence Riverbed 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) de-installation Charges; and
- (c) any other Charges as set out in any applicable Order;:

7.6.3 Subject to Paragraph 7.6.4, in addition to the Charges set out at Paragraph 7.6.2, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT:

- (a) for any parts of the Connect Intelligence Riverbed Service that were terminated during the first 12 months of the Minimum Period of Service, 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;
 - (ii) 20 per cent of the Recurring Charges for the remaining months, other than the first 12 months of the Minimum Period of Service; and
 - (iii) any waived Installation Charges;
- (b) for any parts of the Connect Intelligence Riverbed Service that were terminated after the first 12 months of the Minimum Period of Service (or during a Renewal Period), Termination Charges, as compensation, equal to 20 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or the Renewal Period.



7.6.4 If you terminate VaaS Bronze during the first month of the Minimum Period of Service, BT will not apply the Termination Charges in Paragraph 7.6.3.

7.7 Professional Services

7.7.1 BT:

- (a) will perform the Professional Services using personnel BT considers to be suitably qualified ("**Personnel**");
- (b) is solely responsible for directing, controlling and supervising the work performed by the Personnel;
- (c) may vary the Personnel to meet BT's business needs and the personal needs of the Personnel and will give you reasonable notice of changes to the Personnel;
- (d) may assign Personnel to perform similar services for third parties; and
- (e) may where:
 - (i) you ask BT to; and
 - (ii) where alternative Personnel are available,replace Personnel that are not reasonably acceptable to you.

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

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

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

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

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

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



Part B – Service Delivery and Management

8 BT's Obligations

8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Connect Intelligence Riverbed Service, BT will:

- 8.1.1 provide you with contact details for the Service Desk;
- 8.1.2 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that you have notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract;
- 8.1.3 agree the Application Policy with you; and
- 8.1.4 where BT there is Adopted Equipment, provide you with a list of the Adopted Equipment Inventory.

8.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 8.2.1 configure the Connect Intelligence Riverbed Service;
- 8.2.2 conduct a series of standard tests on the Connect Intelligence Riverbed Service to ensure that it is configured correctly; and
- 8.2.3 on the date that BT has completed the activities in this Paragraph 8.2, confirm to you the Service Start Date;

8.3 During Operation

On and from the Service Start Date, BT:

- 8.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if BT detects or if you report an Incident on the Connect Intelligence Riverbed Service;
- 8.3.2 will maintain the 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 Intelligence Riverbed 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 Intelligence Riverbed Service, require you to change any or all of your passwords; and
- 8.3.5 BT will test new Software feature releases for security, reliability and general integrity. The BT technical consultant will make the final decision whether to offer these for deployment, subject to maintaining the on-going integrity of the Service.

8.4 The End of the Service

On termination of the Connect Intelligence Riverbed Service by either of us, BT:

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

9 Your Obligations

9.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Connect Intelligence Riverbed 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 Intelligence Riverbed 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 Intelligence Riverbed 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 the LAN protocols and applications you use are compatible with the Connect Intelligence Riverbed Service;
 - 9.1.5 prepare and maintain the Site(s) for the installation of BT Equipment and supply of the Connect Intelligence Riverbed 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 Intelligence Riverbed Service, BT Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the Connect Intelligence Riverbed 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 provide a LAN switch port or SPAN port for each item of BT Equipment installed by BT as set out in the Order.
- 9.2 **During Operation**
- On and from the Service Start Date, you will:
- 9.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
 - 9.2.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;
 - 9.2.3 monitor and maintain any Customer Equipment connected to the Connect Intelligence Riverbed Service or used in connection with the Connect Intelligence Riverbed Service;
 - 9.2.4 ensure that any Customer Equipment that is connected to the Connect Intelligence Riverbed Service or that you use, directly or indirectly, in relation to the Connect Intelligence Riverbed 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 Intelligence Riverbed Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (d) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;
 - 9.2.5 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 issues with the Customer Equipment prior to reconnection to the Connect Intelligence Riverbed Service;
 - 9.2.6 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Connect Intelligence Riverbed 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 Connect Intelligence Riverbed Service; and
 - (d) satisfy BT's security checks if a password is lost or forgotten;



- 9.2.7 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order;
- 9.2.8 not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case you will ensure the prior User will no longer have any right to access or use the Connect Intelligence Riverbed Service;
- 9.2.9 notify BT of any maintenance to the Infrastructure that may affect Connect Intelligence Riverbed Service and during that maintenance the Service Levels in Part C will not apply;
- 9.2.10 notify BT of any changes to the Infrastructure and where a change requires an amendment to the Connect Intelligence Riverbed Service:
 - (a) this will be agreed in accordance with Clause 31 of the General Terms; and
 - (b) during the agreement of the amendment the Service Levels in Part C will not apply;
- 9.2.11 provide and maintain your LAN, WAN, Customer Data Centre, Internet connection and Customer Equipment.

9.3 The End of the Service

On termination of the Connect Intelligence Riverbed Service by either of us, you will:

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

10 Notification of Incidents

Where you become aware of an Incident:

- 10.1 the Customer Contact will report it to the Service Desk;
- 10.2 BT will give you a Ticket;
- 10.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
 - 10.3.1 you confirm that the Incident is cleared within 24 hours after 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.
- 10.6 The escalation contacts for both of us are as set out in the Handbook.



Part C – Service Levels

11 On Time Delivery

11.1 On Time Delivery Service Level

BT will deliver the Connect Intelligence Riverbed Service on or before the Customer Committed Date ("On Time Delivery Service Level").

11.2 On Time Delivery Service Credits

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.

11.3 Exception

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

12 Service Availability

12.1 Availability Service Level

From the Service Start Date, BT will provide the Connect Intelligence Riverbed Service with a target availability corresponding to the applicable SLA Category for the Connect Intelligence Riverbed Service as set out in the applicable Order, as set out in the table below ("Availability Service Level"):

SLA Category	Availability Annual Target	Maximum Annual Availability Downtime	Maximum Monthly Availability Target	Service Credit Interval
Cat A++	≥ 99.999%	5 minutes	0 minutes	5 min
Cat A+	≥ 99.99%	1 hour	0 minutes	15 min
Cat A1	≥ 99.97%	3 hours	0 minutes	1 hour
Cat A	≥ 99.95%	4 hours	0 minutes	1 hour
Cat B	≥ 99.90%	8 hours	1 hour	1 hour
Cat C	≥ 99.85%	13 hours	3 hours	1 hour
Cat D	≥ 99.80%	17 hours	5 hours	1 hour
Cat E	≥ 99.70%	26 hours	7 hours	1 hour
Cat F	≥ 99.50%	43 hours	9 hours	1 hour
Cat G	≥ 99.00%	87 hours	11 hours	1 hour
Cat H	≥ 98.00%	175 hours	13 hours	1 hour
Cat I	≥ 97.00%	262 hours	15 hours	1 hour

12.2 Availability Service Credits

12.2.1 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.

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

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

12.2.4 If the Cumulative Monthly Availability Downtime of the Site exceeds the Maximum Monthly Availability Downtime, you may request Availability Service Credits for each Service Credit Interval of 4 per cent of the Monthly Recurring Charges for the relevant Site.

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



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- 13.2.2 following 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 Connect Intelligence Riverbed Service 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; or
 - 13.5.2 during any trial period of the Connect Intelligence Riverbed Service.



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.

“Adopted Equipment” has the meaning given in Paragraph 7.3.4 and is Customer Equipment.

“Alarm” means a service threshold set by BT which if broken will result in an alarm being sent to the Service Desk for investigation, these thresholds may include issues with the Customer Equipment, Alarms are not available with SteelConnect.

“Application” means a computer program or programs supporting a business task for you, such as order processing, payroll, e-mail and enterprise resource planning.

“Application Policy” means the document setting out the agreed configuration of Application priorities and where applicable, Alarms.

“Availability” means the period of time when the Connect Intelligence Riverbed 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 12.2.1.

“Availability Service Credit” means the Service Credit available for a failure to meet the Availability Service Level, as set out in Paragraph 12.2.4.

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

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

“Connect Intelligence Riverbed Service” has the meaning given in Paragraph 1 and may also be referred to as Connect Acceleration or Connect Acceleration Monitoring or Connect Intelligent Riverbed as a Service (CIRaaS).

“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 12.2.3.

“Customer Data Centre” means your facility housing computer systems and associated components, such as telecommunications and storage systems.

“Customer Equipment” means any equipment and any software, other than BT Equipment, used by you in connection with a Connect Intelligence Riverbed Service.

“Dashboard” means a webpage on the Portal providing an overview of Service status or particular aspects of the Application landscape at any point in time.

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

“EULA” has the meaning given in Paragraph 7.4.1.

“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.

“Handbook” means the document provided by BT to you that sets out the details of the Connect Intelligence Riverbed Service including information about contacts, service access details, change request and escalation processes.

“Incident” means an unplanned interruption to, or a reduction in the quality of, the Connect Intelligence Riverbed Service or particular element of the Connect Intelligence Riverbed Service.

“Infrastructure” means all the components that link together to make up your network.

“Installation Charges” means those Charges set out in any applicable Order in relation to installation of the Connect Intelligence Riverbed Service, Customer Equipment or BT Equipment as applicable.

“Internet” means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

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

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

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

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



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

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

“**Minimum Period of Service**” means the period of consecutive months beginning on the Service Start Date, as set out in the Order.

“**Monthly Recurring Charges**” means the monthly Recurring Charges for the Connect Intelligence Riverbed Service and the sum of the Usage Charges for the three full previous months divided by three.

“**Netflow**” means a standards based data source from an item of Customer Equipment used by the Connect Intelligence Riverbed Service to create the Dashboard and reports.

“**Non-compliant Equipment**” has the meaning given in Paragraph 7.3.5(a).

“**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.

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

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

“**Portal**” means a secure website providing you with real time information about Applications and will dependent upon the Service Options chosen, include:

- (a) Applications being monitored;
- (b) Application optimisation; and
- (c) bandwidth utilisation.

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

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

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

“**Recurring Charges**” means the Charges for the Connect Intelligence Riverbed Service or applicable part of the Connect Intelligence Riverbed Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.

“**Renewal Period**” means for VAAS and SteelConnect, the initial period of consecutive months following the Minimum Period of Service, and each subsequent period of the same number of consecutive months.

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

“**Service Delivery Manager**” has the meaning given in Paragraph 2.2.1.

“**Service Desk**” means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the Connect Intelligence Riverbed Service and which is available 24 hours a day, 7 days a week.

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

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

“**Service Map**” means a series of reports, diagrams and charts visible on the Portal that identifies the Applications that you have nominated as important and which once configured will provide enhanced Dashboards and dependency diagrams.

“**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).

“**Site**” means a location at which the Connect Intelligence Riverbed 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 Intelligence Riverbed Service or Site:

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

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

“**SteelCentral**” means the Service Option set out in Paragraph 3.7.

“**SteelConnect**” means the Service Option set out in Paragraph 3.13.



“**SteelFusion**” means the Service Option set out in Paragraph 3.11.

“**SteelHead**” means the Service Option set out in Paragraph 3.5.

“**Supplier**” means Riverbed Technology Inc., 680 Folsom St. 6th Floor, San Francisco, California 94107, USA.

“**Switch Port Analyzer**” or “**SPAN**” means a network switch that will send a copy of network packets seen on one switch port to a network monitoring connection on another switch port.

“**Technical Consultant**” has the meaning given in Paragraph 3.2.2.

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

“**User Customer Equipment**” has the meaning given in Paragraph 3.6.1.

“**VaaS Bronze**” means the Service Option set out in Paragraph 3.8.

“**VaaS Gold**” means the Service Option set out in Paragraph 3.10.

“**VaaS Silver**” means the Service Option set out in Paragraph 3.9.

“**Virtual Machine Disk**” means the disk drive that the Virtual Machine Operating System runs on.

“**Virtual Machine Operating System**” means specialised that emulates a PC or server.

“**Visibility as a Service**” means the Service Options set out in Paragraphs 3.8, 3.9 and 3.10.

“**VSP**” has the meaning given in Paragraph 3.12.

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

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

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