

Prisma SD-WAN Service Schedule Part A – Service Terms

Part A – Service Terms

1. SERVICE SUMMARY

- 1.1** BT's Prisma SD-WAN Service provides the Customer with a remotely managed, cloud-hosted SD-WAN overlay network solution that will allow the Customer's virtual network to be monitored and managed, comprising:
- 1.1.1** the standard components of the Service set out in Part B; and
 - 1.1.2** any optional components described in Part B and set out in any applicable Order, up to the point of the Service Management Boundary ("**Service**").
- 1.2** This Part A sets out the specific terms and conditions applicable to the Service, and Part B sets out the service description and the service management specific terms for the Service.
- 1.3** This Schedule will not apply for the provision of any other services provided by BT (including the Enabling Services) as such services will be governed by their separate terms and conditions.

2. MAINTENANCE, CHANGES AND SUSPENSION TO THE SERVICE

- 2.1** BT may carry out Planned Maintenance on the Service from time to time. BT will inform the Customer at least seven (7) days in advance.
- 2.2** BT may change the Service so long as the performance of the Service is not materially adversely affected. Prior to introducing any change to the Service BT shall provide the Customer with as much notice as is reasonably practicable. Such changes might include:
- 2.2.1** introducing or removing features of the Service; or
 - 2.2.2** replacing the Service with a materially equivalent Service.
- 2.3** BT may occasionally suspend the Service in an event of emergency and/or to safeguard the integrity and security of its network and/or repair or enhance the performance of its network. Where possible, BT shall inform the Customer without undue delay in advance. Where it is not possible to inform the Customer in advance of restriction or suspension of any affected Service BT shall explain as soon as is reasonably practicable afterwards why such restriction or suspension was required.

3. USE OF TELEMETRY DATA

- 3.1** This paragraph 3 is in addition to the data protection provisions set out elsewhere in the Agreement.
- 3.2** As a function of the provision of the Services, BT and Supplier may collect telemetry data, including:
- 3.2.1** system statistics (for example, CPU, memory);
 - 3.2.2** interface statistics;
 - 3.2.3** flow statistics including IP address, application and application family;
 - 3.2.4** device configurations and usage per interface;
 - 3.2.5** transactional application attributes; and
 - 3.2.6** performance attributes.
- 3.3** The Customer consents to the collection of such telemetry data on its behalf as well as on behalf of its Users:
- 3.3.1** to deliver and maintain the Services;

- 3.3.2** for 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
- 3.3.3** to enable the Supplier to use statistical data for the general purpose of improving its SD-WAN products and other product offerings, including customer experience and use of such product in the context of generally available software feature releases.

Section B – Obligations and related Additional Terms

4. GENERAL CUSTOMER OBLIGATIONS

4.1 The Customer will:

- 4.1.1** provide BT with the names and contact details of the Customer contact and inform BT if the Customer contact changes;
- 4.1.2** without undue delay provide BT with any information or assistance reasonably required by BT to enable it to comply with Applicable Law and perform its obligations hereunder with respect to the Service;
- 4.1.3** use the Incident reporting procedures notified to the Customer by BT and ensure that the Customer operational contact is available for all subsequent Incident management communications.
- 4.1.4** ensure that LAN protocols, applications and equipment used by the Customer are compatible with the Service;
- 4.1.5** complete any preparation activities that BT may request to enable the Customer to receive the Service promptly and in accordance with any agreed timescales;
- 4.1.6** procure services that are needed to permit the Service to operate, including Enabling Services, and ensure they meet the minimum technical requirements specified by BT;
- 4.1.7** where the Customer has provided its own or a third party Enabling Service, ensure and confirm to BT that the Enabling Service is working correctly prior to BT providing the Service to the Customer and before reporting Incidents to BT;
- 4.1.8** inform BT of any planned maintenance on any third party provided Enabling Service;
- 4.1.9** in jurisdictions where an employer is legally required to make a disclosure to its Users and employees in relation to the Service:
 - a)** inform Users (individually or via local workers councils depending on Applicable Law) that as part of the Service being delivered by BT, BT may monitor and report the use of any targeted applications;
 - b)** ensure that Users have consented or are deemed to have consented to such monitoring and reporting (where such consent is legally required);
- 4.1.10** be responsible for its Content and that of its Users (including any Content hosted by the Customer or any User on behalf of third parties); and
- 4.1.11** follow BT recommendations on software updates (including patching) and upgrades and not prevent BT from updating or upgrading the operating system. The Customer can be X-1 release behind the BT recommended version at a maximum. If the Customer requires BT to maintain older versions of software this will be at an additional Charge.

5. CUSTOMER EQUIPMENT AND SITE REQUIREMENTS

5.1 The Customer will:

- 5.1.1** provide BT with any information reasonably required, including information in relation to health and safety and the environment, without undue delay, and the Customer will ensure that the information is accurate and complete.

- 5.1.2** provide, at its own cost, any necessary equipment and space required for BT to install the SD-WAN Edge Devices including internal cabling between the SD-WAN Edge Device and any Customer equipment, including in particular the cabling between the NTE and any SD-WAN Edge Device at a Site. Where BT agrees to provide the equipment for the Customer the Customer will be responsible for the costs of such equipment.
- 5.1.3** monitor and maintain any Customer equipment connected to the Service or used in connection with a Service.
- 5.1.4** ensure that any Customer equipment that is connected to the Service or that the Customer uses, directly or indirectly, in relation to the Service:
 - a)** is connected using the applicable BT NTE, unless the Customer has BT's permission to connect by another means;
 - b)** is adequately protected against viruses and other breaches of security;
 - c)** will not harm or damage SD-WAN Edge Device, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment;
 - d)** is approved by BT 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; and
 - e)** is covered by an appropriate maintenance contract.
- 5.1.5** 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 the Acceptable Use Policy and the Customer is contacted by BT about such material,
 and redress the issues with the Customer equipment prior to reconnection to the Service.
- 5.1.6** for Sites not under BT's control, get all the consents, licences, permissions and authorisations BT and the Customer need and keep them up to date so BT can provide the Service at the Sites, including for:
 - a)** making alterations to buildings;
 - b)** getting into property;
 - c)** dealing with local authorities, landlords or owners;
 - d)** installing equipment; and
 - e)** using the Service over the Customer's network or at a Site.
- 5.1.7** provide BT, or third parties acting on BT's behalf, with reasonable access to any Site(s) during Business Hours, or as otherwise agreed or permitted, to enable BT or its third parties, to set up, deliver, manage, maintain and restore the Service.
- 5.1.8** inform BT of any Planned Maintenance on any third party provided Enabling Service.
- 5.1.9** provide service assurance support to BT, where reasonably requested, to progress the resolution of Incidents for any SD-WAN Edge Device installed on an Enabling Service that is not being provided by BT.

6. SUPPLIER TERMS

- 6.1** The End User Licence Agreement ("**EULA**") establishes certain terms and conditions through direct privity of contract between the Customer and Supplier and as such the Customer will:
 - 6.1.1** be directly bound by the terms and conditions set out in the EULA contained in Part B and, where applicable, ensure that its Users also comply with the terms of the EULA;

- 6.1.2 enter into the EULA for the Customer's own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between the Customer and the Supplier and the Customer will deal with the Supplier with respect to any loss or damage suffered by either of the Customer or the Supplier as such loss or damage will not be enforceable against BT; and
 - 6.1.3 observe and comply with the EULA for any use of the applicable Supplier software.
- 6.2 If the Customer does not comply with the EULA, BT may restrict or suspend the entire Service upon reasonable notice; in such event:
 - 6.2.1 the Customer will continue to pay the Charges for the Service until the end of Subscription Term; and
 - 6.2.2 BT may charge a re-installation fee to re-start the Service.
- 6.3 Where the EULA is presented in a 'click to accept' function and the Customer requires BT to configure or install software on their behalf, BT will do so as their agent and bind the Customer to the EULA. For this purpose, the Customer hereby grants to BT a mandate to enter into the EULA 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.

7. BT EQUIPMENT

- 7.1 Where BT provides SD-WAN Edge Devices to the Customer that is owned by BT as part of the provision of the Service, Customer will:
 - 7.1.1 keep the SD-WAN Edge Device safe and secure;
 - 7.1.2 only use the SD-WAN Edge Device, or allow it to be used, in accordance with the instructions that BT may provide from time to time and only for the purpose for which it is intended to be used;
 - 7.1.3 not move the SD-WAN Edge Device or any part of it from the Site(s) without BT's written consent and the Customer will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;
 - 7.1.4 not make any alterations or attachments to, or otherwise interfere with, the SD-WAN Edge Device 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 SD-WAN Edge Device;
 - 7.1.5 not sell, charge, assign, transfer or dispose of, or part with possession of the SD-WAN Edge Device unless BT has asked the Customer to do so;
 - 7.1.6 not allow any lien, encumbrance or security interest over the SD-WAN Edge Device, nor pledge the credit of BT for the repair of the SD-WAN Edge Device or otherwise;
 - 7.1.7 not claim to be owner of the SD-WAN Edge Device and ensure that the owner of the Site(s) upon which the SD-WAN Edge Device is located will not claim ownership of the SD-WAN Edge Device, even if the SD-WAN Edge Device is physically attached to the Site(s);
 - 7.1.8 carry full replacement value insurance against any damage to or theft or loss of the SD-WAN Edge Device;
 - 7.1.9 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from Customer's use or misuse of the SD-WAN Edge Device or where the SD-WAN Edge Device is damaged, stolen or lost, except where the loss or damage to SD-WAN Edge Device is a result of fair wear and tear or caused by BT and its agents acting on BT's instructions;
 - 7.1.10 ensure that SD-WAN Edge Device appears in BT's name in the Customer's accounting books;
 - 7.1.11 in the event that there is a threatened seizure of the SD-WAN Edge Device, or in the event that an insolvency event applies to Customer, immediately provide BT with notice so that BT may take action to repossess the SD-WAN Edge Device; and

7.1.12 arrange for any SD-WAN Edge Device to be packaged and shipped if faulty. BT reserves the right to Charge the Customer the full cost for the SD-WAN Edge Device where it is not returned by the Customer.

7.2 The SD-WAN Edge Devices will remain BT's property at all times and risk in the SD-WAN Edge Devices will pass to the Customer upon delivery, whether or not the SD-WAN Edge Devices have been installed.

8. PASSWORDS, AUTHORISED USERS AND SECURITY

8.1 The Customer is responsible for the proper use of any user names, personal identification numbers and passwords or similar used in conjunction with the Service, and the Customer will take all necessary precautions to ensure that the foregoing are kept confidential, secure and not made available to unauthorised persons.

8.2 The Customer will inform BT when a User that has access to the Prisma Portal leaves the Customer's organisation.

8.3 The Customer will promptly terminate access of any person who is no longer an authorised User.

8.4 The Customer will promptly inform BT if an 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.

8.5 The Customer will change any or all passwords or other systems administration information used in connection with the Service if BT asks Customer to do so in order to help safeguard ensure the security or integrity of the Service.

8.6 The Customer will not allow any specific user license to be used by more than one User unless it has been reassigned in its entirety to another User.

9. EXCESS UTILISATION

9.1 Whilst BT may provide recommendation for access bandwidth, Site licence bandwidth (for Sites with SD-WAN Edge Device licences) or aggregate licence bandwidth (for aggregate licences) the Customer is ultimately responsible for deciding the bandwidth at a Site.

9.2 Where either:

9.2.1 the Customer has ordered a per SD-WAN Edge Device licence subscription and the monthly utilisation exceeds 120% of the bandwidth licensed at the Site (averaged over the SD-WAN Edge Devices at the Site); or

9.2.2 the Customer has ordered an aggregate bandwidth licence subscription and the monthly utilisation exceeds 120% of the bandwidth licenced across all Sites,

the Customer will sign a new Order to upgrade the license subscription to the closest available licenced bandwidth to cover the excess bandwidth demand for the remainder of the Subscription Term.

9.3 Where BT provides the Customer with the monthly utilisation statistics showing the excessive utilisation and the Customer does not sign an Order to upgrade the licence subscription as set out in paragraph 9.2 within 20 Business Days of receiving the new Order, BT reserves the right to suspend the Service until the licence subscription has been upgraded.

Section C – Acceptable Use Policy

10. INTRODUCTION

10.1 The Customer acknowledges that it has read and agrees to be bound by and to ensure that any Users will comply with this section C ("**Acceptable Use Policy**" or "**AUP**") and generally accepted Internet standards.

11. USE OF THE SERVICE

11.1 The Customer will not use the Service in breach of Applicable Law or in any way that is considered to be:

- 11.1.1** detrimental to any person or in a manner which violates or otherwise encroaches on the rights of others (including rights of privacy and free expression); and
 - 11.1.2** detrimental to the provision of services to the Customer or any other BT customer.
- 11.2** The Customer will not use the Service to intentionally take, or attempt to take, any action that could:
 - 11.2.1** transfer files that are, contain or are made up of viruses, worms, Trojans, distributed denial of service, any back door or time-bomb or other harmful programs or software designed to violate the security of BT, any other person or company; or
 - 11.2.2** prevent, block or obstruct access to any program installed on, or data saved in, any computer or damage or harm the operation of any of these programs or the reliability or accuracy of any of this data.
- 11.3** Unless agreed with BT first in writing:
 - 11.3.1** the Customer will only use the Services, and will ensure that its Users only use the Services, for the commercial and business purposes for which they have been designed; and
 - 11.3.2** the Customer will not, and will ensure that its Users will not, modify, amend, change, reconfigure or otherwise repurpose all or any part of the Services for uses other than those pursuant to paragraph 11.3.1 above.

12. USE OF MATERIALS

- 12.1** The Customer will not create, download, receive, store, send, publish, transmit, upload or otherwise distribute any material, including information, pictures, music, video or data, that is considered to be:
 - 12.1.1** harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;
 - 12.1.2** promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;
 - 12.1.3** in breach of the intellectual property rights of BT or any other company or person, for example by using, distributing or copying protected or 'pirated' material without the express permission of the owner;
 - 12.1.4** in breach of the privacy or data protection rights of BT or any other person or company; or
 - 12.1.5** in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.
- 12.2** The Customer will ensure that all material that is derived from the machines or networks that it uses in connection with the Service is not in breach of this AUP.

13. SYSTEMS AND SECURITY

- 13.1** The Customer will not:
 - 13.1.1** take any action that could:
 - a)** damage, interfere with, weaken, destroy, disrupt, harm, violate, disable, overburden, overtake, compromise, hack into or otherwise adversely affect any computer system, network or the internet access of the BT Network or network of any other person or company; or
 - b)** adversely affect or tamper with BT's security, the BT Network or any system or security network that belongs to any other person or company;
 - 13.1.2** access any computer system or network belonging to any person or company for any purpose without permission, including to probe, scan or test the security of a computer system or network or to monitor data traffic;



- 13.1.3** connect the BT Network to machines, equipment or services that do not have adequate security protection or that are able to be used by others to carry out conduct that is not allowed by this AUP; or
- 13.1.4** collect, take or harvest any information or data from any BT services, BT's system or network or attempt to undermine any of BT's servers or systems that run BT services.

Section D – Compliance and Regulation

14. EXPORT OF CONTENT USING CLOUD SERVICES

- 14.1** The Service comprises of a cloud service that utilises software and technology that may be subject to export control laws of various countries. The Customer is solely responsible for any compliance related to the way the Customer uses the Service and the location the Service is used including access by Users to the Service and for Content transferred or processed using the Service, including any publication of such Content.
- 14.2** The Customer will indemnify BT against all Claims, losses, costs or liabilities brought against BT as a result of, or arising out of or in connection with, the Customer's non-compliance with any laws (including sanctions and export control laws) of any country the Customer uses, accesses or transfers Content to.

15. PROVISION OF THE SERVICE TO SITE(S) IN CHINA

- 15.1** The Customer accepts the risk that, due to changing nature of the China domestic and international landscape, the Service may have to be altered, suspended or even discontinued, resulting in degradation or full loss of connectivity which BT will not be responsible for.
- 15.2** BT may terminate and/or suspend the Service at any time in a Force Majeure Event and/or in accordance with applicable Chinese laws, regulations and/or directions from the Chinese authorities. BT will not be liable for any service credits, damages, and/or loss (whether direct or indirect) resulting from the termination or suspension of the Service in accordance with this Paragraph 15 (Provision of the Service to Site (s) in China).
- 15.3** Where the Customer requests to route traffic destined for business applications hosted on the Internet through BT's MPLS services for performance reasons, the Customer acknowledges and undertakes to BT that:
 - 15.3.1** the requested applications are not a subject of censorship or blocking by the Chinese government;
 - 15.3.2** the requested applications are used solely for the Customer's internal business purposes and will strictly only be available for closed user group access by the Customer's Users; and
 - 15.3.3** the encrypted traffic traversing the internet to controllers located outside of China during initialisation of the SD-WAN Edge Device may be susceptible to interruption, which is outside the control of any service provider serving customers in China. Hence BT cannot guarantee unhindered set-up of the SD-WAN Edge Device. This may delay the initial set-up of the SD-WAN Edge Device or require an alternative set-up mechanism.

Section E – Charges, Minimum Period and Termination

16. CHARGES

- 16.1** The Customer will pay the Charges for the Service and any optional features (including upgrades, re-configuration and service management enhancements) as set out in the Order.
- 16.2** In addition to the Charges set out in the Order, the Customer may be liable for the following additional Charges:

- 16.2.1 a one-off de-installation Charge for the recovery and disposal of the equipment and disconnecting the Service. The de-installation Charge will be either a) agreed on the Order or b) if none was agreed on the Order -equal to the rates for installation;
- 16.2.2 Charges for commissioning the Service (including installation) outside of Business Hours;
- 16.2.3 Charges for expediting provision of the Service at Customer's request after BT has informed Customer of the delivery date;
- 16.2.4 Charges for investigating Customer reported Incidents where BT finds no Incident or that the Incident is outside the Service Management Boundary;
- 16.2.5 Charges for changes made to the Service prior to the applicable Operational Service Date including where the Customer has provided BT with materially incomplete or inaccurate information;
- 16.2.6 any equipment not set out in the initial Order that is required to provide the Service; and
- 16.2.7 Charges for additional Site visits that are made at the Customer's request.

17. SUBSCRIPTION TERM AND TERMINATION

- 17.1 The Order sets out any Subscription Term (also called "**Minimum Period of Service**") applicable to the Service, as well as any associated volume commitments, invoicing terms and the termination Charges that are specific to the Service.
- 17.2 Unless otherwise agreed to the contrary, following the expiration of the Subscription Term, the Service shall continue unless and until terminated in accordance with the terms of the Governing Agreement referenced in the Order.

18. END OF SERVICE

- 18.1 On termination of the Service, Customer will:
 - 18.1.1 provide BT with all reasonable assistance necessary to remove the SD-WAN Edge Device from the Site(s).
 - 18.1.2 disconnect any Customer equipment from the SD-WAN Edge Device.
 - 18.1.3 not dispose of the SD-WAN Edge Device other than in accordance with BT's written instructions and in compliance with local regulations.
 - 18.1.4 arrange for the SD-WAN Edge Device to be returned to BT.
 - 18.1.5 return to BT the software or intellectual property provided by BT and all copies of such.
- 18.2 On termination of the Service BT:
 - 18.2.1 may disconnect and remove any SD-WAN Edge Device located at the Site(s).
 - 18.2.2 may delete any Content, including stored logs or any configuration data relating to BT's management of the Service.

Section F – Service Levels and Service Credits

19. INTRODUCTION

- 19.1 BT will use its reasonable endeavours to achieve the service levels ("**Service Levels**") applicable to the Service. If BT fails to achieve the Service Levels, the Customer may claim associated service credits if set out in the Paragraphs below ("**Service Credits**").
- 19.2 Service Levels only apply to events occurring within the Service Management Boundary.
- 19.3 For Sites where the Customer has procured Enabling Services from BT, the Service levels and Service credits applicable to BT provided Enabling Services (as set out in the terms associated with such Enabling Service)

will apply to this Service. The monthly recurring Charges for the SD WAN Edge Device(s) (being the rental and the service management Charges) ("**MRC**") at the affected Site(s) will be included for calculation of the respective Service credit if the Customer is eligible for Service credits.

19.4 For Sites where the Customer has not procured Enabling Services from BT the following will apply:

- 19.4.1** the On Time Delivery and Service Availability Service Levels shall apply as set out in paragraph 20 and 21 below.
- 19.4.2** Service Credit calculations and payments will be based on the monthly recurring Charges for the SD WAN Edge Device(s) at the affected Site(s).

20. ON TIME DELIVERY SERVICE LEVEL

20.1 BT will deliver the Services on or before the Customer Committed Date ("**On Time Delivery Service Level**").

20.2 On Time Delivery Service Credits

- 20.2.1** In the event that BT does not meet the On Time Delivery Service Level, the Customer may claim a Service Credit associated with that On Time Delivery Service Level which will be four (4) per cent of the MRC for the Service at the affected Site (an "**On Time Delivery Service Credit**") for each Business Day exceeding the Customer Committed Date until the Operational Service Date occurs.
- 20.2.2** If both BT and Customer have agreed a revised Customer Committed Date in writing, or if BT exercises its right to revise the Customer Committed Date on account of a change requested by Customer, the calculation of any On Time Delivery Service Credits will be made by reference to the revised Customer Committed Date.
- 20.2.3 Exceptions to On-Time Delivery Service Level**
 - a)** The On-Time Delivery Service Level does not apply to upgrades or changes to the Services, unless the upgrades or changes each have an agreed delivery date, in which case the Customer Committed Date will be the same as the agreed delivery date for such upgrades or changes.
 - b)** BT may expedite delivery of the Services for operational reasons or in response to a request from Customer, however this will not cause the original Customer Committed Date to be revised.

21. SERVICE AVAILABILITY

21.1 Availability Site Level

- 21.1.1** BT will assign a Service Level category for each Site ("**Site Service Level Category**") included in the Order. The Site Service Level Categories and the associated service availability metrics are set out in the table below.
- 21.1.2** Each Site Service Level Category has an Annual Service Availability Target, a Maximum Annual Service Downtime and a Monthly Standard Service Credit Start Point which are used to ascertain when Service Credits are payable. BT will measure Service Downtime for each Qualifying Incident and will keep a record of cumulative Service Downtime by Site, in units of full minutes, for each month and a rolling 12-month period.
- 21.1.3** Service Downtime is measured from when a Qualifying Incident is opened on BT's incident management system and ends when BT resolves the Qualifying Incident ("**Service Downtime**"). The Customer will be given an Incident ticket number for each Qualifying Incident. BT will inform the Customer when the Qualifying Incident is resolved and will close the Incident ticket when either the Customer confirms within 20 minutes that the Qualifying Incident is resolved, or BT has attempted and failed to contact the Customer and the Customer does not respond within 20 minutes. If the Customer confirms that the Qualifying Incident is not resolved within 20 minutes of



being informed, the Incident ticket will remain open, and the Service Downtime calculation will be adjusted.

21.1.4 Service Downtime will be suspended outside Business Hours, unless otherwise specified in the Order.

Site Service Level Category	Annual Service Availability Target	Maximum Annual Service Downtime	Monthly Standard Service Credit Start Point	Service Credit Interval	Standard Service Credits for each started Service Credit Interval	Elevated Service Credits
Cat A+	≥ 99.99%	1 hour	0 minutes	Per started 15 minutes	4% of MRC	8% of MRC
Cat A	≥ 99.95%	4 hours	0 minutes	Per started hour	4% of MRC	8% of MRC

21.2 Service Availability Service Credits.

21.2.1 When there is a Qualifying Incident(s) and the cumulative Service Downtime in a month at a Site exceeds the Monthly Standard Service Credit Start Point but does not exceed the Maximum Annual Service Downtime, the Customer may claim standard Service Credits. Service Credits will be four (4) per cent of the MRC for the Service at the impacted Site(s), per started Service Credit Interval above the Monthly Standard Service Credit Start Point.

21.2.2 Elevated Service Credits shall apply if the cumulative Service Downtime at a Site in any rolling 12-month period exceeds the Maximum Annual Service Downtime. Elevated Service Credits shall apply to the entire Service Downtime of the Incident which triggered the breach of the Maximum Annual Downtime. The Customer may claim for each started Service Credit Interval at the percentage of the MRC for the Service at the impacted Site(s) shown in the table above. Elevated Service Credits will remain for any further periods of Service Downtime until the Maximum Annual Service Downtime in a rolling 12-month period is no longer exceeded. Whilst Elevated Service Credits apply, Standard Service Credits and the Standard Service Credit Start Point will not apply.

21.3 The availability Service Levels and Service Credits does not apply to this Service;

21.3.1 where the Incident is due to the Enabling Services from a third party; or

21.3.2 during Simple Service Requests.

22. GENERAL SERVICE CREDIT EXCLUSIONS

22.1 Only measurements carried out by BT will be used in the calculation of Service Credits.

22.2 Service Levels and/or Service Downtime will be excluded:

22.2.1 where the acts or omissions of the Customer or any third party (excluding BT's suppliers) lead to BT not being able to provide all or part of this Service; e.g. the Customer does not provide access, delays providing access or denies permission for BT or its agents and third parties, acting on BT's behalf, to implement the Service or carry out necessary repairs to the Service;

22.2.2 if a third-party Enabling Service is not connected or functioning, a fault on the Customer's network, the Customer's Equipment (including configuration) or on any third-party software or service not provided and/or managed by BT under the terms of this Schedule;

22.2.3 for any faults caused by the Customer's use or management of the Service;

22.2.4 if BT is awaiting information from the Customer or awaiting confirmation by the Customer that the Service has been restored;

22.2.5 for any Qualifying Incident not reported in accordance with the incident reporting procedures notified by BT to the Customer or where Priority 1 Incident tickets are opened erroneously;

22.2.6 for any cause beyond BT's reasonable control as set out in the Governing Agreement or this Schedule;

- 22.2.7** during any period of Planned Maintenance or agreed changes on the Service by BT unless the service outage time exceeds the time estimation communicated to the Customer;
- 22.2.8** during any period of maintenance by the Customer or its third party on Customer's equipment, third party software or third party services not provided and/or managed by BT under the terms of this Schedule;
- 22.2.9** during any trial period of the Services;
- 22.2.10** in the event of unavailability of the data collected by the Supplier cloud hosted control infrastructure as displayed on reports and near-live dashboards; and
- 22.2.11** if the Service is suspended due to Customer's breach of its obligations under the Governing Agreement.

Section G - Data Processing

This section supplements the data provisions that may be set out in the Governing Agreement.

23. DURATION OF THE PROCESSING OF PERSONAL DATA

- 23.1** BT will Process the Customer Personal Data for the Service for as long as BT provides the Service and for as long as BT may be required to Process the Customer Personal Data in accordance with applicable laws.

24. THE NATURE AND PURPOSE OF THE PROCESSING OF CUSTOMER PERSONAL DATA.

- 24.1** BT will provide a managed Service as set out in this Schedule which includes repair, maintenance and network analysis. The nature and purpose of the Processing of Customer Personal Data by BT for the Service, includes Processing the Customer Personal Data set out below for the purposes of performing the management activities set out in the Schedule, including incident management, service requests, meetings and reporting.
- 24.2** It excludes any Processing of Customer Personal Data relating to the Supplier licenses; as any Processing of Customer Personal Data by or in connection with the Supplier licenses will be subject to the Supplier Data Processing Agreement which is contained within the EULA entered into between the Customer and Supplier and also linked to below:
https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo_alto_networks_customer_data_processing_agreement.pdf
- 24.3** Supplier uses AWS Global datacentres to deliver the Service to the Customer.

25. TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS

- 25.1** The types of Customer Personal Data Processed by BT, Supplier or the Customer will be:
 - 25.1.1** website or IP address;
 - 25.1.2** name;
 - 25.1.3** Site address;
 - 25.1.4** telephone number;
 - 25.1.5** email address;
 - 25.1.6** job title;
 - 25.1.7** company name;
 - 25.1.8** contact records;
 - 25.1.9** usage records (internet or router logs and traffic data);
 - 25.1.10** MAC address;
 - 25.1.11** identity management – User profiles; and

25.1.12 online activity logs

25.2 The Customer Personal Data will concern the following categories of Data Subjects:

25.2.1 Customer employees;

25.2.2 Customer customers or third parties; and

25.2.3 any Data Subject (as controlled by the Customer).

25.3 These lists are not exhaustive as the Customer will specify what Customer Personal Data is processed.

Section H – Defined Terms

For the purposes of this Schedule defined terms and abbreviations shall have the meaning ascribed to them within the body of the Schedule or below:

"Acceptable Use Policy" means the policy as set out at Part A, Section C.

"Acceptance Tests" means those objective tests conducted by the Customer that when passed confirm that the Customer has accepted the Service and that the Service is ready for use save for any minor non-conformities that will be resolved as an Incident.

"Acceptance Test Period" has the meaning given to it in Part B.

"Agreement" means the agreement by and between BT and the Customer that comprises this Schedule, the Governing Agreement, any Annex and each Order.

"Applicable Law" has the meaning set out in the Governing Agreement.

"BT Network" means the communications network owned or leased by BT and used to provide the Service.

"Business Day" means generally accepted working days at the locality of the Site, excluding any national or bank holidays.

"Business Hours" means between the hours of 0800 and 1700 in a business day at the locality of the specific Site.

"Charges" mean the fees and charges payable by the Customer in relation to the Service as set out in the Order.

"Cloud Hosted Controller" means the centralised network management system that allows configuration and management of overlay network.

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

"Customer Committed Date" means the date provided by BT on which delivery of the Service is due to start.

"Customer Personal Data" means any Personal Data Processed as a Processor by BT in the context of providing the Services under this Governing Agreement.

"Data Subjects" shall have the meaning given to it in the GDPR.

"Enabling Service" has the meaning given to it in Part B.

"GDPR" means the General Data Protection Regulation (EU) 2016/679 ("EU GDPR") and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR as applicable to the Processing).

"Governing Agreement" is the master agreement that governs this Schedule and is referenced in the Order or included as part of the Agreement.

"Incident" means any unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Services.

"LAN" means local area network.

"Licence Throughput" means the contracted bandwidth purchased by the Customer on the SDWAN Edge Device

"NTE" means network terminating equipment.



“Operational Service Date” means the date on which that Service is accepted in accordance with the Acceptance Tests.

“Order” means means an Order that accompanies a Service Schedule for a new Service and contains the Parties agreement on Charges, rate card (where applicable) and any other relevant commercial information related to the Service referred to in the Order.

“Personal Data” shall have the meaning given to it in the GDPR.

“Planned Maintenance” means scheduled maintenance that is planned in advance.

“Priority 1” means a Qualifying Incident which cannot be circumvented and which also constitutes a complete loss of the Services at the Site(s).

“Qualifying Incident” means any Incident affecting the Services within the Service Management Boundary, with the exception of incidents caused by:

- a) modifications or alterations to the Services made by Customer, or by BT in accordance with Customer's instructions;
- b) Planned maintenance;
- c) network configurations that BT did not approve;
- d) Incidents that have been reported but BT cannot confirm that an incident exists after performing tests; or
- e) Customer requests BT to test the Services at a time when no incident has been detected or reported.

“Prisma Portal” has the meaning given to it in Part B.

“Process”, **“Processing”** and **“Processor”** shall have the meaning given to it in the GDPR.

“SD-WAN” means software-defined wide area network which is a virtualised service that connects and extends enterprise networks over large geographical distances.

“SD-WAN Edge Device” means those devices provided by BT as detailed in the Order also referred to as **“CPE”**.

“Service Management Boundary” has the meaning given to it in Part B.

“Service Management Schedule” means the Schedule setting out the terms relating to BT's provision of service management as provided to the Customer with the Order.

“Site” means the physical Customer location to which the Services will be provided. Such Site may be Customer or third party owned.

“Subscription Term” means the term contracted for this Service as set out in the Order. In some Governing Agreements it may also be referred to as the Minimum Period of Service.

“Supplier” means both Palo Alto Networks Inc., principal office 3000 Tannery Way, Santa Clara, CA 95054, USA and Palo Alto Networks (Netherlands) B.V.(registered no. 54620074) having its registered office at Oval Tower, 5th Floor, De Entrée 99-197, 1101HE, Amsterdam, The Netherlands.

“User” means any person who is permitted by the Customer to use or access a Service.

“Virtual Environment” means a private or public virtual environment with network connectivity on which the virtual licence subscription can be installed.

“WAN” means wide area network.