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1 Definitions

The following definitions apply, in addition to those in the General Terms and Conditions and the General Service Schedule.

"**Application**" means a computer program or programs supporting a business task for the Customer, such as order processing, payroll, e-mail and enterprise resource planning.

"Application Hardware" means a computing resource (such as, by way of example but not limitation, desktops, servers and mainframes) used to run multiple Applications either locally or by connecting to a shared Application.

"Connect Acceleration Appliance" means BT Equipment installed to provide the Service, Customer Equipment and/or BT Provided Equipment as the context so requires.

"Data Capture Form (DCF)" means the form completed by the Customer and BT, which captures further details of the Service as set out in the DCF and as agreed (where relevant) between BT and the Customer; the D C F forms part of the Agreement.

"GS Portal" means the portal that the Customer can access for Service information, details of which are provided in the Customer handbook.

2 Service Description

BT will provide the Customer with Connect Acceleration (the Service) which is one of BT's Connect Applications services. The standard Service comprises:

Service Delivery - A project manager will be assigned to:-

Manage the installation of the Service at all Sites on the Order.

Install and configure Connect Acceleration Appliances.

Configure and/or install access to the GS Portal.

Test the Connect Acceleration Appliances to ensure that they are functional and that BT has visibility of them on the Customer's infrastructure.

Carry out commissioning and acceptance testing of the Service.

Carry out on-going activities to ensure that performance is maximised and the Service is stable.

Security Management - BT will provide a secure platform compliant with BT security policy including the connection between BT and the Customer's infrastructure. BT will ensure that only Users can access the GS Portal, with all access being audited by BT. A risk assessment and threat analysis will be undertaken and periodically reviewed by BT

Service Continuity Management - the Customer can access Connect Applications analysts 24 hours, 7 days per week throughout the entire year.

Availability Management – including Service outage analysis, resiliency and risk reduction design activities.

Incident Management – Incidents and faults in the Service can be reported to the Connect Applications helpdesk 24 hours, 7 days per week throughout the entire year, which will open a trouble ticket.

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- Service Incident investigation subject to BT gathering sufficient Customer data,
 BT will set alarm thresholds which if broken will result in an alarm being sent to the Connect Applications helpdesk to investigate the cause of the alarm.
- o BT analysts, consultants and supplier support BT will assign a named analyst to the Customer as a principal contact for monthly reporting activities. The report will vary dependent on the Service options chosen but will include observations and recommendations that will help the Customer to maximise the value of the Service. The reporting schedule and reporting period will be agreed with the Customer; the reports will be sent to the Customer within a defined period following the end of the reporting period. BT will also assign a technical consultant who will work with other BT agencies and suppliers to ensure technical integrity of the Service.
- Fault Escalation Procedures the escalation contacts for BT and the Customer are detailed in the Customer handbook.

Service Review

- Monthly Reports will be provided in standard BT format, including reports on Application performance and Sites by data volume network performance.
- The Customer will be provided with access to read-only reporting and Service visibility. This will be accessible through the GS Portal as standard, although direct access may be offered as an option.

Change/Release Management

- BT's Connect Applications infrastructure will be automatically patched with the relevant suppliers' latest critical security patches.
- Configuration and Patch Management the Customer must advise BT of any changes to its infrastructure during provision of the Service or of changes the Customer wishes to make to the Service. Changes will be documented and target timescales provided for implementation as appropriate. Variations and/or exclusions to the Service Levels (as set out in section 7 of the General Service Schedule) will be recorded at this time.
- The Connect Applications Helpdesk will notify the Customer of any release which may impact the Service. Connect Acceleration Appliances installed at the Customer's Site(s) will be automatically patched with the latest critical security patches managed by the BT server.

BT will test all new major vendor 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.

Sizing of the Service in line with business change (extra Charges may be applicable).

Installation, licensing and support of Remote Service Platform (RSP) include the installation, configuration, management, licensing and support of the underlying RSP and Virtual Machine platform but not the Customer Applications that are hosted on the RSP. The DCF will capture the precise Customer requirements and any other Service elements to be specified and /or agreed. BT will not accept the Order unless the DCF has been correctly completed by the Customer.

2.1 Connect Acceleration (Standard)

The Service uses a software application which can identify and alleviate common performance issues in Wide Area Networks. The software application resides in dedicated network appliances or can run on Users' PCs or laptops. The Service also uses a range of BT Equipment that

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tacilitates suitable scalability, resilience and management of the software and appliances used by the Customer.

The Service includes the use of the following techniques:

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Data Streamlining – reduces bandwidth needs and prioritises applications' bandwidth use. **Transport Streamlining** – reduces TCP chattiness, expands window size and minimises latency. **Application Streamlining** – reduces application chattiness and latency and accelerates SSL encrypted traffic.

The Customer is responsible for ordering and paying any Charges for any necessary new bandwidth, equipment or configuration changes, if applicable.

BT Equipment will be deployed and configured at designated Sites. BT will manage the Service through a centralised management platform.

The Service can also be provided to Customer Equipment and to BT Provided Equipment; in either case this will be shown on the Order. The Customer agrees that BT has the exclusive right to manage the configuration of Customer Equipment and the BT Provided Equipment but BT shall notify and consult with the Customer of any such configuration management which BT intends to carry out.

2.2 Mobile Optimisation (Optional)

In addition to the standard Service, the Customer may order access for mobile Users, which requires the distribution and installation of software on User Desktop or Laptop PCs. It is the Customer's responsibility to carry out this distribution and installation process and provide first line support for mobile Users. Limited compatibility testing has been carried out by BT's suppliers however any further compatibility testing is the Customer's responsibility.

If the Customer selects this option it will be set out on the Order, stating the maximum number of concurrent Users.

BT will work with the Customer to define the most appropriate topology, configuration and deployment strategy for the distribution and installation of the software. However, deployment must follow the Customer's standard desktop software distribution policy and it is the Customer's responsibility to carry out this distribution and installation process. The Customer must distribute Mobile Client software to Users using MSI (Microsoft Windows Installer) packages. The Mobile Client software must be installed on an NTFS file system by the Customer.

2.3 Remote Service Platform (RSP) (Optional)

In addition to the standard Service, the Customer may order the Remote Services Platform (RSP) which provides the Customer with the capability to run additional services and Applications in a protected partition on the Connect Acceleration Appliance.

The RSP option will include the licensing, installation, configuration, management, support, patching and back-up of the Service platform subject to the following exceptions;-

- 1. Licensing of the Customer Applications residing on the Service platform is not included.
- 2. Configuration, management, support and patching of the Customer Applications and Virtual Machine Operating System are not included.
- Back-up of the Customer Applications, Virtual Machine Operating System and Virtual Machine Disk (VMDK) are not included.

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In the event of a Connect Acceleration Appliance failure the replacement device will be restored by BT as per the image at implementation. It is the Customer's responsibility to restore and upgrade as necessary the Application(s), Virtual Machine Operating System and VMDK.

- Connect Acceleration Appliances are not field upgradeable to RSP therefore such Connect Acceleration Appliances must be pre-configured with RSP, memory and Windows license or third party provided Connect Accelerationcompliant Virtual Disk image at the time of ordering to accommodate potential future RSP application support requirements.
- The number of Application partitions available varies from 1 to 5 and is dependent on the technical constraints of the Connect Acceleration Appliance and the type of Applications included. The number of Application partitions will be agreed between BT and the Customer prior to the Operational Service Date.

2.4 Connect Acceleration Monitoring (Optional)

The Customer may also order the Connect Acceleration Monitoring option on its own or with Standard Service in section 2.1 above. If the Customer orders Connect Acceleration Monitoring on its own then the first two paragraphs of section 2.1 and sections 2.2 and 2.3 above do not apply.

Connect Acceleration Monitoring uses software running on Connect Acceleration Appliances installed by BT on Customer premises to measure and report on the Customer's Applications and network.

One or a combination of techniques are used to provide the reporting data. These include flow data from Connect Acceleration Appliances, deep packet inspection data from span ports in a Customer's data-centre or wire-shark packet capture data.

The Connect Acceleration Monitoring dashboard provides dashboards, tools and reports to help the Customer with discovery, monitoring and troubleshooting of all Applications that the various Service components have access to.

The assigned Connect Acceleration Monitoring consultant will configure 5 Customer specific Service maps. If the Customer requires additional Service maps, the Customer can carry out its own configuration or request additional Service maps from the Connect Acceleration Monitoring consultant for an additional charge, which BT will advise at the time. These represent important Customer Applications as advised by the Customer and once configured will provide enhanced Service level dashboards and dependency diagrams.

The Connect Acceleration Monitoring dashboard offers an overview of Service status or particular aspects of the Application landscape at any point in time.

A number of standard dashboards are available.

A standard landing page will be provided, which may be customised in consultation with the Connect Acceleration Monitoring consultant during the implementation process, if required.

The Customer may create and customise Service dashboards. BT can provide training for the Customer to do this, at an additional charge.

2.5 Take over management of existing Customer Equipment (optional)

The Customer may request BT to take over the management and maintenance of the Customer's existing optimisation equipment. BT shall be entitled to inspect and test such Customer Equipment at any time subject to the agreed Site access requirements and provision of this Service element shall be subject to the following conditions.

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- BT will complete a Customer Equipment Inventory list and all Customer Equipment must in BT's reasonable opinion be in satisfactory operating condition and compatible with any services to be provided by BT. The Customer agrees that where BT decides that the Customer Equipment is not compliant with the preceding sentence, the Customer is responsible for procuring the repair or replacement of such Customer Equipment at the Customer's expense. Alternatively BT can procure the replacement equipment and charge the Customer for it.
- The Customer must provide all information required to maintain and manage the Customer Equipment.
- Title and risk in the Customer Equipment will remain with the Customer.
- If BT has to carry out any repairs modifications or adjustments to the Customer Equipment (including software upgrades) which BT considers necessary to provide the Service, then the Customer shall pay BT's reasonable Charges for such work.
- BT shall not be liable for any faults or any other work carried out by previous maintainers on the Customer Equipment.
- The Customer is responsible for advising BT of any changes to the Customer Equipment Inventory list. Such changes will be subject to review by BT and may incur additional Charges.
- BT reserves the right to carry out an Audit prior to the Operational Service Date for which the Customer agrees to provide support and assistance at no charge to BT.
- If the manufacturer support for any Customer Equipment ceases or degrades during the provision of Service, the Customer agrees that it must either accept a commensurate reduction in Service levels in keeping with this support or the Customer agrees that BT can replace the Customer Equipment at the Customer's expense.

2.6 Connect Acceleration Cloud (Optional)

The Customer may also order the Connect Acceleration Cloud option with Standard Service in section 2.1 above.

Connect Acceleration Cloud uses software running on Connect Acceleration Appliances as well as software running in remote, internet connected Points of Presence (POPs) to accelerate and optimise the Customer's Application traffic with SaaS providers.

The Customer's traffic will be transported to and from the SaaS providers' data-centre over the Customer's designated Internet connection and will follow an optimised secure route between the Customer's Site and the Cloud Acceleration POP.

BT will transport the Customer's traffic securely between the Customer's Site and the Cloud Acceleration POP situated nearest to the SaaS providers' data centre. However, the Customer agrees that BT is not responsible for the security or performance of the SaaS application between the Cloud Acceleration POP and the SaaS provider. BT recommends that the Customer takes appropriate precautions in relation to the use of the Internet as part of this option.

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The Customer will choose the maximum number of Users it wishes to accelerate and optimise for one of several specific SaaS providers which will be set out on the Order.

Section 7 of the General Service Schedule does not apply to this Connect Acceleration Cloud option.

2.7 Connect Acceleration Web (Optional)

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In addition to the standard Service, the Customer may order a stand-alone service variant that comprises software licences and vendor support to improve the performance of web-based applications.

This service variant differs substantially from all other Connect Acceleration services and specifically provides the following limited service only:

- 1) It is to provide customer-owned licences and vendor support
- 2) A minimal service wrap applies. Specifically, to order and email to a nominated customer in-country contact.
- 3) Provide a Single Point of Contact for all support incidents throughout the contract term.

If the Customer selects this option it will be set out on the Order, stating the maximum number of concurrent Users.

2.8 Connect Acceleration Storage (Optional)

The Customer may also order the Connect Acceleration Storage option with Standard Service in section 2.1 above.

Connect Acceleration Storage uses software running on certain Connect Acceleration Appliances and in dedicated Appliances located in customer data-centre locations to enable a more cost effective, secure and reliable way to provide fast local applications at the network edge than traditional methods.

It allows storage to be decoupled from its server over thousands of miles of distance and actually works as if the storage were local to the server. End users in edge locations get uncompromised performance, while IT management is able to manage, backup, provision, patch, expand, and protect the data all within the data-centre.Included as part of the service BT will configure the software to provide appropriate interfaces to connect remote servers with central storage area networks based on information provided by the customer.

3 Service Delivery

BT will configure and install Connect Acceleration Appliances and conduct a set of standard tests to ensure that the configuration is functioning correctly. The Operational Service Date in respect of each Site shall be the day on which BT advises that such testing is successfully completed. Charging will commence on the Operational Service Date.

4 BT Service Management Boundary (SMB)

The SMB of the Service is the port on the Connect Acceleration Appliance provided at a Site. For the avoidance of doubt, the SMB is for the Service only, and does not define the SMB for any other Services provided by BT.

5 The Customer's Responsibilities

- 5.1 For each Connect Acceleration Appliance installed by BT, the Customer will provide a LAN switch port or SPAN port (dependent on the Service variant). The Connect Acceleration Appliance will be installed in line between the LAN switch port (or SPAN port) and the Customer's router on Site in the majority of Sites however this may vary at certain Sites.
- 5.2 The Customer is responsible for providing and maintaining the Customer's own LAN, Data Centre and Application Hardware.
- 5.3 The Customer will give BT reasonable notice of any infrastructure maintenance on services not provided by BT that could reasonably be expected to impact the performance of the Service. In any event the Service Levels in section 7 of the General Service Schedule will not apply where such maintenance impacts the Service.
- The Customer is responsible for obtaining the relevant approvals from its supplier if the Service is to be supplied on another provider's VPN service.

6. Change Management

Customer changes in network configuration and WAN infrastructure are subject to prior written agreement with BT.

7. Service Levels

Section 7 of the General Service Schedule applies to this Service.

8. Service Changes –Global Allowances

Category	Standard Yearly Allowance	Additional Charges per change
Priority 1 – Emergency	3	£500*
Priority 2 – Urgent	12	£250*
Priority 3 – Standard	2 p/a – per device	£100*
Priority 4 - Planned	Date and Time to be advised by BT	No charge

^{*}BT reserves the right to revise these charges and outside the UK, local currency equivalents will apply as advised by BT.

These allowances commence on the operational Service Date and apply within fixed 12 Month periods immediately following the Operational Service Date; they cannot be carried forward if they are not used.

9. Definition of Service Change Categories

Category	Definition	Notice required to
		qualify for the category

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Priority 1 – Emergency	Severe virus attack, Major Business Impacting (potential for major financial Business impact)	Customer requests change is made within 5 Business Hours of the request
Priority 2 – Urgent	Business performance Impacting	Customer requests change is made within 24 Business Hours of the request
Priority 3 – Standard	Optimizing, Network or application performance	Customer requests change is made within 6 Business Days of the request
Priority 4 - Planned	As advised by/agreed with BT	Customer request submitted at least 7 days in advance of proposed change and actual change date is mutually agreed

10. Customer Data

Any Customer data captured by BT in the delivery of the Service will remain the Customer's data and BT will only process this data to the extent necessary to deliver the Service or in accordance with the instructions of the Customer. At all times both Parties will comply with their respective obligations under applicable, data protection and privacy legislation, and the confidentiality provisions of the Agreement.