Connect Applications
Service Annex to the General Service Schedule – Connect Optimisation

BT Reference No. **-**** -*****

1   Definitions

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

"Application" means a computer program supporting a business task, such as order processing, payroll e-mail and enterprise resource planning.

"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 DCF forms part of the Agreement.

"Desktop" means a computing resource used to run multiple Applications either locally or by connecting to a shared application.

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

"Management Link" means a connection between the Customer's VPN and BT's management centre used to transmit data about the performance of an agreed set of Applications.

"Optimisation Agent" means a computer program which optimises the data needed to provide the Service.

"Optimisation Probe" means Customer or BT Equipment delivering the optimisation capacity.

"Probe Manager" means an Optimisation Agent which controls all the other Optimisation Agents.

2   Service Description

2.1 The BT Connect Optimisation service ("the Service") is one of BT's Connect Applications services. The Service provides the Customer with information about its Application performance, end to end Application prioritisation and protocols acceleration. A number of Optimisation Probes deployed across the Customer's network at agreed Sites gather data and optimise them based on Customer agreed parameters. BT Equipment will be deployed and configured at Sites and in BT's management centre which is connected to the Customer's WAN via a Management Link. BT analyses the data and provides reports via the GS Portal (in a format and frequency as agreed with the Customer) and recommendations (as appropriate) to the Customer.

The Service has the following elements:-

(a) Control (base capacity) including performance measurement, global traffic prioritisation and access rightsizing

(b) Acceleration (optional) including compression, caching and protocol acceleration

(c) Dynamic WAN Selection or smartpath (optional) permitting to balance traffic across WAN access

These elements are delivered either via physical Optimisation Probe, Software licence associated with a Site or Optimisation Agent.

2.2   The Service manages Application performance monitoring and optimisation, enabling business critical Applications to be prioritised in real time in relation to other Applications. The Service forms a distributed intelligent network for controlling Applications over an IP enabled VPN by combining a centrally controlled Application management system with Customer premises equipment and Application reporting.   The Service can be delivered on a BT provided IP VPN service or on another provider's VPN service. It provides:

(a) Per Application performance reporting

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(b) Per Application dynamic allocation of VPN resources, to achieve Application performance objectives defined per Application and per User flow

(c) Per Application compression and protocols acceleration

(d) Per access traffic balancing

2.3 BT will recommend a configuration policy, which it will implement subject to the Customer's agreement. BT will also recommend the appropriate bandwidth, including bandwidth overhead, required to support the policy. The Customer is responsible for ordering and paying any charges for any necessary new bandwidth, equipment or configuration changes. BT is not responsible for the Service working correctly if the Customer does not install the recommended bandwidth. Once the Service has been installed, BT will spend a maximum of one Month to find all Applications and flow patterns on the Customer's network. It is the Customer's responsibility to provide a preferred Application priority list which BT will then implement for the Customer. BT is not responsible for any reduced performance on low priority Applications.

If Acceleration has been ordered under section 2.1(b) above, this will be enabled under BT's control after a reasonable period of stability.

The DCF will capture the precise Customer requirements and any other Service elements to be specified and /or agreed as set out in the DCF. BT will not accept the Order unless the DCF has been correctly completed by the Customer.

3 Service Delivery

If BT is providing the Optimisation Probes, BT will configure and install the Optimisation Probes and conduct a set of standard tests to ensure that the configuration is functioning correctly.

BT will provide an Optimisation Agent file to the Customer and it is the Customer's responsibility to install the Optimisation Agent on the User's Desktop.

4 BT Service Management Boundary (SMB)

If BT provides the Optimisation Probes, the SMB of the Service are the ports on the Optimisation Probes and any Probe Managers provided at a Site.

5 The Customer's Responsibilities

5.1 For each Optimisation Probe, the Customer will provide a static IP address that is routable from all parts of the Customer's network.

5.2 Unless provided by BT, the Customer is responsible for providing and maintaining the Customer's own LAN, Data Centre and Desktop.

5.3 The Customer shall inform BT of any changes to Applications or the underlying operating system which necessitate a change to Application policy. The Customer agrees that;

(i) BT shall not be liable for failure to provide the Service if the Customer has not informed BT of any change and

(ii) the Service levels in section 7 of the General Service Schedule will not apply until BT has agreed in writing to the changes in Applications.

5.4 If necessary, BT and the Customer will agree a method of communications access from the Optimisation Probes and the BT management centre.

5.5 The Customer will give BT reasonable notice of any infrastructure maintenance on services not provided by BT that could be reasonably expected to impact the performance of the Service. BT reserves the right to charge the Customer for investigating data variances that are caused by such infrastructure maintenance. In any event the Service levels in section 7

of the General Service Schedule will not apply where such maintenance impacts the Service.

5.6   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   Charges and Payment Terms

The Charges for the Service will comprise some or all of the following components, depending on the Option selected on the Order:

Pricing Component	One-time Charge	Recurring Charge	Notes
Optimisation	Set-up Charge, Change Charge	Monthly	Charges depend on number, type and location of Optimisation Probes, features included, and Minimum Period of Service ordered. Charges will apply if it is necessary to move or re-configure the Optimisation Probes.

7   Service Levels

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

8   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.

Unless otherwise agreed in writing between the Parties, copies of the data captured will be retained by BT for use in any future Connect Applications Services provided by BT to the Customer. The Customer acknowledges and agrees that detailed Customer Application monitoring data will be held online for a period of 12 (twelve) Months and stored offline for a period of two years. Unless the Service is terminated, all reports will be stored for two (two) years. On termination of the Service all data relating to the Customer's Applications and all reports held by BT will be destroyed.