

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, mainframes, etc.) used to run multiple Applications either locally or by connecting to a shared application.

“ALM/APMo Appliance” means BT Equipment installed to provide the Service, Customer Equipment and/or BT Provided Equipment as the context so requires.

“ALM/APMo Monitoring” means a software application which can monitor the performance of the Customer’s Applications, as selected by the Customer and subject to any constraints in the ALM/APMo Appliances.

“Bronze Support” means the Support Services provided by BT remotely for 4 Business Days per month.

“Connect Applications Helpdesk” means the BT helpdesk that the Customer may contact by emailing ltopshelpdesk2@bt.com, unless otherwise notified to the Customer by BT.

“Customer Handbook” means a document made available by BT that provides the Customer with further information about the Service, including information on technical specifications and support.

“Data Capture Form” or **“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, and which forms part of the Agreement.

“Fully Managed Service” means the Support Services provided by BT 5 Business Days a week with an on-site BT employee or contractor to manage the solution.

“GS Portal” means the portal provided by BT that the Customer can access for Service information.

“Local Area Network” or **“LAN”** means a computer network that interconnects computers in a limited area such as a home, school, computer laboratory or office building using network media.

“Metrics” means the number of URLs (websites), Sites where the test are to be performed from, frequency of the test, and other levels of detail to be captured as set out in the DCF.

“Overage Charges” means the charges for the Web Performance Monitoring Service where Customer’s usage exceeds the monthly Metrics measurements indicated in the Agreement.

“Service” has the meaning given in clause 2.

“Bronze Support” means the Support Services provided by BT remotely for 4 Business Days per month.

“Silver Support” means the Support Services provided by BT remotely for 8 Business Days per month.

“Support Services” means the following support services provided by BT:

- (a) monitoring of critical Application performance and availability;
- (b) assisting Customer staff in the troubleshooting and root-cause diagnosis of performance issues; and
- (c) maintaining and enhancing dashboards and reports to meet requirements of Customer Users.

“Trouble Ticket” means the unique reference number given to the Customer each time the Customer contacts the Connect Applications Helpdesk for any fault or incident update or if appropriate, to inform the Supplier of restoration of the Service.

“Uniform Resource Locator” or **“URL”** means a formatted text string used by web browsers, email clients and other software to identify a network resource on the internet.

“Wide Area Network” or **“WAN”** means a computer network that spans a geographical area and typically consists of two or more LANs.

“Web Performance Monitoring Service” means an on-demand Web and mobile application monitoring solution that enables the Customer to optimise its Web application availability and performance.

2. Service Description

BT will provide the Customer with the Connect Intelligence Service (the “Service”), which monitors performance of websites and the associated elements that make up that website, such as picture, connections and links.

3. Service Delivery

3.1. BT will assign a project manager to provide the following assistance to the Customer as part of the Service:

- (a) manage the installation of the Service at all Sites on the Order;
- (b) install and configure ALM/APMo Appliances;
- (c) configure and/or install access to the GS Portal;
- (d) test the ALM/APMo Appliances to ensure that they are functional on the Customer’s LAN;
- (e) carry out commissioning and acceptance testing of the Service; and
- (f) set up a profile on BT’s management system for the Service to monitor the Application as agreed with the Customer.

3.2. BT will configure and install ALM/APMo Appliances and conduct a set of standard tests to ensure that the configuration is functioning correctly.

3.3. The Operational Service Date in respect of each Site will be the day on which BT advises that the testing referred to in clause 3.2 is successfully completed.

3.4. The Customer will pay the Charges from the Operational Service Date.

4. Security Management

4.1. BT will provide the Service, including the connection between BT and the Customer’s infrastructure, in compliance with BT’s security policy.

4.2. BT will undertake, and periodically review, a risk assessment and threat analysis of the Service for the Customer.

5. Availability Management

BT will manage the availability of the Service, including Service outage analysis, resiliency and risk reduction design activities.

6. Connect Applications Helpdesk

6.1. The Customer may access BT’s Connect Applications Helpdesk on a 24 x 7 x 365 basis for Service support.

6.2. Subject to BT gathering sufficient Customer data, BT will set alarm thresholds for certain aspects of the Service (ALM/APMo Appliances) which if broken will result in an alarm being sent to the Connect Applications Helpdesk to investigate the cause of the alarm.

6.3. The Customer may report incidents and faults in the Service to the Connect Applications Helpdesk on a 24 x 7 x 365 basis, which will open a Trouble Ticket.

6.4. Either Party may escalate an incident or fault with a Trouble Ticket to the relevant escalation contacts detailed in the Customer Handbook.

7. Change Management

7.1. The Customer must advise BT of any changes:

- (a) to its infrastructure during provision of the Service; and
- (b) the Customer wishes to request BT to make to the Service.

7.2. Where a change is made to the Agreement in accordance with the Agreement, BT and the Customer will document:

- (a) all target timescales provided for implementation of such changes, as appropriate; and
- (b) any variations and/or exclusions to the Service Levels (as set out in clause 16 of the General Service Schedule) in connection with any such change.

7.3. The Connect Applications Helpdesk will notify the Customer of any release which may impact the Service.

7.4. BT will automatically patch the Applications Hardware installed at the Customer's Site(s) with the latest critical security patches available to BT.

8. Reporting

8.1. BT will ensure that monthly reports will be provided in standard BT format, including reports on Application performance and Sites by data volume network performance.

8.2. The Customer may access a dashboard reporting platform via the GS Portal.

9. Data Interpretation Assistance

9.1. If selected by the Customer, as set out in the Order, BT will assign a named analyst to the Customer as a principal contact.

9.2. BT will ensure that the named analyst will:

- (a) provide assistance to aid the resolution of network or application performance issues; and
- (b) prepare a report which will analyse trends in Application performance and identify any Customer infrastructure elements that need attention in order to maintain satisfactory performance, to be provided following the end of the agreed reporting period.

10. Support Service

10.1. If selected by the Customer, as set out in the Order, BT will provide one of the following support service options to the Customer in accordance with the detail set out in the DCF and the Order:

- (a) Bronze Support;
- (b) Silver Support; or
- (c) Fully Managed Service.

11. ALM/APMo Monitoring

11.1. The software application resides in dedicated ALM/APMo Appliances.

11.2. BT will provide the Customer with monthly reports based on the results of data that BT captures in relation to application types and application flows.

11.3. The Service also uses a range of BT Equipment that facilitates suitable scalability, resilience and management of the software and appliances used by the Customer. BT will deploy and configure BT Equipment at designated Customer Sites. BT will manage the Service through a centralized management platform.

11.4. BT will provide the Customer with 24 x 7 x 365 access to the GS Portal for report viewing.

11.5. BT will provide the Service via Customer Equipment or BT Equipment as stated in the Order.

11.6. The Customer agrees that BT has the exclusive right to manage the configuration of Customer Equipment and the BT Equipment. BT will notify the Customer prior to carrying out any such configuration management on Customer Equipment.

12. Web Performance Monitoring Service

12.1. If selected by the Customer, as set out in the Order, BT will provide the Web Performance Monitoring Service to the Customer as part of the Service.

12.2. The Customer agrees to pay:

- (a) the charges for the Web Performance Monitoring Service according to the number of Metrics set out in the Order and which will be at least 30,000 (thirty thousand) Metrics; and
- (b) an amount equal to 140% of the value of the charge per Metric measurement set out in the Order, for each Metric measurement of usage in the Web Performance Monitoring Service that exceeds, in that month, the Customer's agreed monthly Metric measurements indicated in the Order.

12.3. BT will work with the Customer to agree the tests that are required to monitor web URLs.

12.4. BT will configure the agreed tests on Web Performance Monitoring Service platform.

12.5. BT will provide the Customer with access to the GS Portal for report viewing, available at any time.

13. WebSpace Acceleration Monitoring

13.1. If selected by the Customer, as set out in the Order, BT will provide, as part of the Service, a service that comprises software licences and vendor support to improve the performance of web-based applications and report on their performance (“**WebSpace Acceleration Monitoring**”).

13.2. Through the WebSpace Acceleration Monitoring service, BT will provide the following to the Customer:

- (a) licences and vendor support;
- (b) orders and email exchanges with a nominated Customer in-country contact;
- (c) provide a single point of contact for all support incidents throughout the contract term; and
- (d) report on performance of the web servers for specific monitoring tests.

14. Service Management Boundary

14.1. The Service Management Boundary is the LAN port on the ALM/APMo Appliance provided at a Site.

14.2. For the avoidance of doubt, the Service Management Boundary is for the Service only, and will not be deemed as defining the Service Management Boundary for any other Services provided by BT.

15. The Customer’s Responsibilities

15.1. For each ALM/APMo Appliance installed by BT, the Customer will provide a LAN switch port, two (2) static IP addresses, and any configuration of firewalls and LAN switches to allow appropriate data to be captured for reporting purposes.

15.2. The Customer will provide suitable accommodation for the ALM/APMo Appliances.

15.3. The Customer is responsible for providing and maintaining the Customer’s own LAN, data centre that hosts Applications and Application Hardware.

15.4. 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. During any period where Customer maintenance impacts the performance of the Service, the Service Levels in clause 7 of the General Service Schedule will not apply.

16. Service Levels

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

17. 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.