1 Definitions and Abbreviations

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

"**Aggregator Provided Access**" or "**APA**" means Internet Access provided by one of BT's global aggregators or in-country local suppliers.

"**BT IPCG**" means the short name for BT IP Connect Global, BT's data VPN service based on MPLS (Multi Label Switching Protocol).

"**Customer Domain Incident**" means an incident that is caused or contributed to by an act or omission in the Customer's own domain outside of the Service Management Boundary (that is not an Excluded Incident) and includes, but is not limited to, incidents where the reason for outage is categorised by BT as a failure caused by:

(a) Inadequate power supply required to maintain the Service, whether reported by the Customer or proactively identified by BT;
(b) The Customer's equipment or equipment not managed by BT under the Agreement;
(c) A supplier to the Customer (other than BT) that is not managed by BT under the Agreement; or
(d) The Customer attempting to use the Service for a purpose beyond the solution design or outside the scope of the Agreement.

"**Customer Provided Access**" or "**CPA**" means Internet Access provided by the Customer which complies with the provisions of Clause 2.2.1 below.

"**Domain Name**" means a name registered with an Internet registration authority for use as part of the Customer's Uniform Resource Locator ("**URL**").

"**Domain Name Service**" or "**DNS**" means a directory system which translates numeric IP addresses into Domain Names to identify users on the Internet.

"**Dynamic Full Mesh**" means that Spoke Sites are able to create dynamic IPSec Tunnels to other Spokes in a VPN.

"**Encryption**" is the transformation of data into unreadable data through a cryptographic transformation using a key. Decryption is the process for reversing the unintelligible data into meaningful data using a key.

"**Excluded Incident**" means an incident where the reason for outage is categorised by BT as a failure caused by:

(a) A Customer power failure that is caused by an event of force majeure as set out in Clause 14 of the General Terms and Conditions (but does not include persistent power failures);
(b) A Customer power failure that is caused by planned maintenance by the Customer where such maintenance was notified in advance to BT in accordance with the Agreement;
(c) A Customer power failure that is caused during an active window where the Customer has previously notified BT (and the Site is registered by BT under an active window) to suspend any applicable Service Level in relation to a Site during a specified and repeated timeframe window (in accordance with the Agreement);
(d) An incident that is caused by an initial commissioning or delivery issue before the Operational Service Date; or

"**Hub(s)**" means the central or main Customer location, usually a data centre or Customer headquarters. All Managed Routers within a VPN maintain a permanent IPSec tunnel to the hub(S) designated for this VPN.

"**Indicative Delivery Date**" means an estimated delivery date provided to the Customer by BT after the Customer has signed the Order.

"**Internet**" means the global data network comprising interconnected networks using the TCP/IP protocol suite).

"**Internet Access**" means the media that allows connectivity from Managed Router(s) to the public Internet

"**IP**" means internet protocol, a network layer protocol offering a connection-less Internet network service.

"**IPSec**" means IP security; it is a standards-based framework that provides layer 3 services for confidentiality, privacy, data integrity, authentication and replay prevention.

"**IPSec Tunnel(s)**" means a communication path between two end points. Parameters for encryption and authentication are negotiated according to the IPSec framework. IPSec Tunnels can be either static or dynamic.

"**LAN**" means Local Area Network comprising the Customer's internal data network

"**Severity 1 Incident**" means an incident that has a severe impact on the Customer's Service which cannot be circumvented.

"**Simple Service Requests**" or "**SSR's**" means a Customer request for predefined changes to the Service (also referred to as SMACs or Soft Moves Adds Changes) that do not affect the recurring Charges for the Service, although there are Charges associated with the SSR itself.

"**Spoke(s)**" usually means a Customer branch, any other Customer Site that is not a Hub. Spokes maintain permanent IPSec tunnel to Hubs.

"**Simple Network Management Protocol**" or "**SNMP**" means the protocol governing network management and the monitoring of network devices and their functions.

"**Virtual Private Network**" or "**VPN**" means a network constructed within the Internet or on a service provider's shared network platform including systems that use encryption and other security mechanisms to ensure confidentiality, privacy, integrity and authentication of the Customer's data.
"**WAN IP**" means Wide Area Network, the infrastructure that enables the transmission of data between Sites.

2 Service Description

2.1 Overview

BT IP Connect Web-VPN Service, ("**the Service**"), is a flexible, managed IP VPN service enabling organisations to build corporate VPNs across globally dispersed sites, to transfer information securely across the public Internet using encryption technology. The Service establishes encrypted point to point IPSec Tunnels between Hub and Spoke, and dynamic IPSec Tunnels between Spokes.

The Service comprises Internet Access (as further described in Clause 2.2.3 below) and a Managed Router (as further described in Clause 2.2.2 below). From the Managed Routers, encrypted IPSec Tunnels are created as required between the Hub and Spoke sites. Traffic prioritisation, split tunnelling and proactive monitoring are available as an option. The different options are described further below.

2.2 Service Components

2.2.1 Internet Access

The Service uses Internet Access and is technology agnostic as long as it is Ethernet interface with RJ-45 10BASE-T 10Mb over twisted pair, or 100BASE-TX Fast Ethernet 100Mb over twisted pair, or Fibre above 100 Mb delivered with either static WAN IP addressing or dynamically assigned WAN IP addresses using dynamic hosting configuration protocol. Hub Sites will always need static WAN IP address.

The Internet Access can be:

- a BT own provided Internet access service,
- a Internet subscription purchased by BT as APA; or
- a Customer purchased Internet subscription as CPA. For CPA, the Customer must provide an Internet Service Provider (ISP) supplied modem at its own expense.

Throughput on any given Internet Access speed could be limited due to the number of dynamic IPSec Tunnels and the Managed Router model used.

2.2.2 Managed Router

A Managed Router is necessary at the Customer's Site for encrypting the IP data and routing traffic from Customer's LAN at one Site to the Customer's LAN at another Site via the VPN built across the public Internet.

BT will provide Managed Routers, which BT shall install and manage (including maintenance, monitoring, configuration and commissioning). Ownership of the Managed Router will not pass to the Customer and the provisions of the General Terms and Conditions that relate to BT Equipment shall apply to the Managed Router. Simple Service Requests and proactive monitoring can also be provided as set out in Clauses 2.3.4 and 2.6. A number of maintenance service options are available, which may vary from country to country. The maintenance service option, which applies to Severity 1 Incidents only, must be stated on the Order for each Site.

2.2.3 Router Configuration and Commissioning

The Managed Routers will be configured and installed (both hardware and software) to deliver connectivity for the Customer's traffic across the Service.

BT will perform network commissioning and acceptance testing up to Layer 3 of the Open Systems Interconnection (OSI) reference model. See Clause 3.2 for delivery details.

2.2.4 Service management

The Service can be provided with either of the following service management options:

(i) Basic service management: reactive monitoring and traffic offloading; or
(ii) Enhanced performance service management: in addition to the basic service management, when any combination of options (traffic prioritisation, pro-active monitoring) that improve operational performance is required as further described in Clause 2.3 below;

and the following additional feature:

(iii) Split tunnelling (both Internet Breakout (IOB) and/or Internet Local Area Internet (iLAN) as further described in Clause 2.4 below.

2.3 Service Management Details

2.3.1 **VPNs**

Following VPN options are available:

- **Multiple VPN (mVPN)**. Multiple VPNs can be ordered as part of the basic service management and/or enhanced performance service management. Multiple VPNs enables the Customer to define more than one (1) VPN within its network and connect Sites to a number of VPNs. The Customer can partition routing and traffic between Sites securely right up to the LAN port. Each Site can be a member of some or all of these VPNs allowing Communities of Interest (COINs) to be set up. BT will not provide any connectivity between the VPNs.
- **Single VPN**. A single VPN is always configured for Customer traffic. Second and further VPNs are an option. Management connectivity is separated from Customer traffic and uses a specific encrypted tunnel interface.

2.3.2 **Traffic Offloading**

Traffic offloading is an optional functionality that is available when the Service is used as secondary Access Line in a resiliency solution of a primary BT IPCG Access Line. It is available with the basic service management option.

The Service and BT IPCG Access Lines must be provisioned on the same Site and connected together by the Customer LAN. LAN connectivity is Customer's responsibility.

The BT IPCG Managed Router and the Web-VPN Managed Router will be configured to use the same resilience scheme used by BT IPCG.

Traffic offloading allows the Customer to specify traffic that is deemed low priority so that it can be transmitted to a remote Site through an IPSec Tunnel via the Internet.

Non-offloaded VPN traffic will re-routed to the Managed Router. If the BT IPCG Access Line fails, the offloaded traffic will be routed back to BT IPCG. Internet Breakout (IBO) traffic cannot fall back to BT IPCG.

2.3.3 **Traffic Prioritisation**

Only available with the enhanced performance service management option.

The traffic prioritisation feature allows the Managed Router to classify traffic from the Customer and define priorities to each traffic class which will be applied on the egress onto the Service access. The traffic will be sent out from the Managed Router onto the Service access in the given priority.

If there are multiple VPNs configured on the Managed Router, then traffic classification will not be applied to each VPN separately, and different traffic classifications can be used for each VPN. On egress (towards the Internet) all VPNs share a single service policy. Egress bandwidth cannot be allocated on a per VPN basis.

The IBO, split tunnel and iLAN traffic will be subject to the Quality of Service (QOS) policy, iLAN defaults into the best effort class (lowest priority with highest discard probability).

Traffic prioritization is only available in the egress direction. Ingress prioritization is not possible due to the Internet based nature of the Service.

Traffic prioritisation can be applied to the Hub Managed Router as well as the Spoke Managed Router.

2.3.4 **Proactive Monitoring**

Only available with the enhanced performance service management option.

Managed Router polling and surveillance is performed at least every five (5) minutes. If a problem is detected, BT will perform initial diagnostics within 15 minutes and, if necessary report a fault. The Customer should note that due to the complexities of meshed router networks a fault may appear in one Managed Router but may actually be occurring on a different Managed Router in the VPN. This may delay the identification of the cause of any fault.

2.4 **Additional Feature – Split Tunneling**

An option available with either the basic service management or the enhanced performance service management.

Split tunnelling allows the Customer to use the Service to simultaneously send their data securely through the IPSec Tunnels as well as access the Internet for web browsing and other Internet usage. Both types of traffic are sent via the same Internet Access.

The split tunnelling feature includes two (2) related capabilities:

(i) **IBO** – Internet breakout will provide a way for the Customer to give restricted access to the Internet from the VPN Site via the Managed Router. The Internet traffic is presented on the Customer LAN

port, and the Managed Router will route the Internet traffic onto the Internet Access without encryption so that the Internet traffic does not traverse the IPSec Tunnel; and

(ii) **iLAN** – iLAN provides an additional port with unrestricted Internet access. The iLAN is typically used for a guest LAN or WiFi access to the Internet. There will be no access to the VPN from the iLAN port. iLAN allows the Customer to provide Internet access without the cost of additional hardware.

Both features provide security against intrusion from the Internet via a zone based firewall.

2.5 **Other Service Options**

2.5.1 **Resilient Access – Managed Routers are mandatory.**

The Service may be used as a backup to BT IPCG even though there is no backup or failover for the Service itself. As a backup to BT IPCG the Service is never the primary in dual service situations.

BT does not proactively monitor the Service unless the proactive monitoring option set out in Clause 2.3.4 is requested by the Customer and set out in the Order. If the secondary speed ordered is less than the primary access speed, then the Customer may experience degraded Service quality during a Service failure of the primary access.

When the Service is used as failover it allows an IPSec Tunnel to be created from the Customer Site, over the Internet, to another Customer Site or data centre, thus bypassing BT IPCG entirely.

When used in this way, traffic will route over the Service only if the destination is unreachable via the primary BT IPCG Access Line.

All BT IPCG traffic can failover to the Service Internet Access (using hot standby routing protocol), however, should the Service Internet Access fail, BT IPCG traffic can fall back to BT IPCG. However any IBO traffic cannot fall back to BT IPCG.

This set up will use separate Managed Routers – one for the Service and one for BT IPCG.

The Service and the BT IPCG Access Line and Managed Routers MUST be provisioned on the same Site and connected together by the Customer LAN. It is the Customer's responsibility to ensure both Managed Routers are connected to the same Customer LAN for this solution to work.

2.5.2 **SNMP management feed**

This Service option provides read-only Simple Network Management Protocol (SNMP) access to the Customer to any Managed Router location. The Customer is responsible for providing its own SNMP management tools. SNMP connectivity will be provided between the Managed Routers and up to two (2) hosts within the Customer LAN.

2.5.3 **Firewall Logging**

BT does not capture the Managed Router firewall logs. Firewall logging is an option for the Customer to receive firewall logs from the Managed Router on their own server. The Customer will be responsible for setting up their server and the Managed Router will send the logs to the given servers IP address.

2.6 **Simple Service Requests (SSRs)**

2.6.1 The Customer will request and manage its SSRs online via the GS portal as follows:

https://www.globalservices.bt.com/uk/en/my_account.

2.6.2 In respect of any SSR and if necessary, BT will be responsible for network design and will ensure that any proposed reconfigurations of Managed Routers do not conflict with the Customer's existing network. If any network changes are required they will be made at the same time. If the network changes require changes to the Internet Access, then Internet Access reconfiguration Charges will apply.

2.6.3 BT will archive Managed Router configuration files and restore configurations if a Managed Router fails. BT will store copies of the three (3) most recent configurations for each Managed Router for the life time of the Managed Router.

3 Service Delivery

3.1 On the Order for any Site, the Customer may request a delivery date. After the Customer has signed the Order BT will provide an Indicative Delivery Date and (where applicable) BT will then conduct a Site survey. If the Site survey reveals issues which affect the Order (including Charges and conditions) BT reserves the right to provide a new quotation. If the Customer accepts the new quotation then the existing Order will be cancelled, a new Order will be generated on the basis of the new quotation. If the Customer does not accept the new quotation then the existing Order will be cancelled, BT will not provide Service and the Customer agrees that BT shall not be liable in these circumstances.

3.2 At delivery, BT will configure the Managed Router and the Internet Access, so that traffic can be transmitted from one Site to another, and conduct a set of standard tests to ping the Managed Router. The Operational Service Date occurs on successful completion of the tests.

3.3 For the purposes of Clause 3.2 above, the Customer may wish to migrate its traffic after BT has conducted its standard tests. In these circumstances the Operational Service Date occurs when BT has successfully completed its standard tests. BT can assist with traffic migration after the Operational Service Date subject to an additional Charge.

4 BT Service Management Boundary (SMB)

4.1 For Service with Internet Access delivered by BT or APA, the SMB is the LAN port on the Managed Router. This includes provision, maintenance and management of all elements up to the SMB. The cable which connects to the Customer Equipment is the responsibility of the Customer.

4.2 For Service with Internet Access delivered by CPA, the SMB is as stated in Clause 4.1 above for the Managed Router. Internet Access repair is the Customer's responsibility.

5 The Customer's Responsibilities

5.1 The Customer must not use the Service to make or receive PSTN calls.

5.2 The Customer must not make changes to the line or any telephony service on the line, without BT's prior written agreement. Any costs incurred by BT for such changes will be charged by BT to the Customer.

5.3 The Customer is responsible for providing all service items (e.g. internal cabling) from the Internet Access demarcation point to the Managed Routers.

5.4 CPA must be installed and working before placing an Order for the Service. If it is not the Customer agrees to pay all Charges from the Operational Service Date. The Customer also agrees to pay all BT's costs (including applicable Charges) if the Service is delivered and it is subsequently found that suitable CPA has not been provided.

5.5 If the CPA is provided on the basis of 'up to' a certain speed, the Customer acknowledges and agrees that it may not receive the full speed, and that for the Service to work it must order an access speed significantly higher than the required Service throughput; it is the Customer's responsibility to ensure that the CPA meets these requirements. The Customer acknowledges and agrees that BT will not be liable for Service failure, and the Service Levels will not apply.

5.6 The Customer is responsible for providing an RJ45 connector plus a patch cable on the LAN side long enough to reach the Managed Router (crossover if connecting to another router; straight through if connecting to a switch).

5.7 The Customer is responsible for providing a power source to local electrical specifications for the Managed Router (via Uninterrupted Power Supply UPS recommended).

5.8 The Customer shall provide all reasonable assistance and co-operation to BT Engineers when such engineers are working at the Site.

5.9 The Customer must configure the Customer Equipment's software to provide and test end to end connectivity and to connect the Customer Equipment to the Customer's LAN.

5.10 The Customer will be required as part of the data capture exercise to provide BT with relevant information to enable BT to provide the service.

5.11 In addition to the provisions of the Agreement, the Customer agrees that it is responsible for, and will ensure that it complies with, all applicable licensing and regulatory requirements for use of the Service including but not limited to the local law and regulations that apply to the export and re-export of any encryption software or devices. BT reserves the right to require the Customer to produce proof of compliance with such licensing and regulatory requirements before Service delivery. If the Customer cannot produce such proof to BT's satisfaction, BT reserves the right to suspend Service delivery or cancel the Order. If BT cancels the Order the provisions regarding cancellation as set out in the General Terms and Conditions shall apply. The Customer is responsible for obtaining any local import and user licenses and the written authority from all respective authorities necessary

5.12 The Customer acknowledges and agrees that Internet Access is provided by BT's local suppliers that are responsible for ensuring they have the necessary permits to provide Internet Access. If the Customer uses the split tunnelling feature (Internet breakout or iLAN) so that the Customer can itself provide Internet Access, then the Customer will comply with applicable laws and regulations regarding the provision of Internet Access to Users.

6 Charges

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

Pricing Element	One-time Charge	Recurring Charge	Notes
Internet Access	Install/De-install	Monthly	Applies when using internet provided by BT/APA. N/A in case of CPA
Managed Router	Install/De-install	Monthly	Charges will be based on the equipment, maintenance and management options ordered.
Service Management Option			
Basic service management	Install/De-install	Monthly	Applies when the basic service management option is required (reactive monitoring and traffic offloading with no enhanced performance capabilities).
Enhanced performance service management	Install/De-install	Monthly	Applies when the Customer needs any combination of options that improves operational performance: • traffic prioritisation, • proactive monitoring
Additional Features			
Split Tunnelling	Install/De-install	Monthly	Includes Internet breakout (IBO) and/or Internet LAN (iLAN).
Other Service Options			
SNMP Management Feed	Install/De-install	N/A	Charge is on a per site and feed basis.
Multiple VPN	Install/De-install	Monthly	Charge is per VPN for second and subsequent VPNs).
Firewall Logging	Install/De-install	N/A	Charge is on a per Site basis. Charges are included if this option is ordered as part of initial Service Order for a Site. If ordered after the Service is delivered to the Site, an extra Charge will apply via a Simple Service Request.
Simple Service Requests	Install/De-install	Monthly charge	Managed Routers only – Charges are based on a one-time Charge and/or monthly recurring Charge.
Miscellaneous			Per request. See Clause 6.2 for examples with definitions and charge structure applicable.
Re-configuration	Install/De-install	Monthly	Per element re-configured. See Clause 6.3 below for details.

6.2 **Miscellaneous Charges**

6.2.1 **Customer Domain Incident**

6.2.1.1 In addition to the provisions of the General Service Schedule, BT reserves the right to charge the Customer in accordance with Clause 6.2.1.2 below for investigating an incident where BT's diagnostics indicate that the reason for the incident is a Customer Domain Incident.

6.2.1.2 BT reserves the right to charge the Customer the components set out in the table below. Charges will be raised in the relevant contract currency using the prevailing rate of exchange.

Charge Category	Charge Component
Standard Helpdesk Support	per incident
Consultancy Helpdesk Support	per hour
Field Engineering (BT Engineers)	Per visit to a Site and varies per country
Field Engineering (3rd Party Engineers)	Per visit to a Site and varies per country

6.2.2 **In-flight Order Changes**

In-flight Order changes are defined as any change made to a confirmed Order received by BT. Changes are permitted through the lifecycle of the Order but Charges will be levied which are respective of both the type of change being requested and the point in the order cycle at which the change request is made. Some changes will be simple to handle and incur minimal Charges, whilst others may require BT to cancel the original Order and re-issue a new Order which may involve cessation and re-installation Charges being raised. All third party incurred costs will be passed on to the Customer by BT.

Full Charges for in-flight Order changes will be applied irrespective of whether the original Order had a zero installation Charge.

6.2.3 **Exceptional charges**

6.2.3.1 **Excess constructions charges (Access Line)**

When an Order is sent to the third party Access Line supplier, and it may require civil works to be carried out to enable delivery. BT will pass through any additional Charges from such third Party supplier to the Customer.

6.2.3.2 **Additional Site visit charges**

When there is no access to Site despite agreement of date and time of visit with the Customer BT will charge for each failed Site visit.

6.2.3.3 **Out of Business Hours Support**

BT will charge for additional work outside of contracted Business Hours. The following are examples of such work:

i. Any on-site installation or modification carried out outside of contracted Business Hours at a Site
ii. Any remote configuration work carried out outside contracted Business Hours for a Managed Router
iii. Any repair for Access Line and/or Managed Router requested outside contracted Business Hours

6.2.3.4 **Expedite:**

BT will charge the Customer for any associated costs incurred to meet a request by the Customer for early installation and/or faster fault resolution compared to standard Service Level.

6.3 **Re-configuration Charges**

All reconfiguration changes must be agreed in an Order.

6.3.1 Changes to the Internet Access speed will be treated as a de-installation and re-provide and will therefore will incur a one-off de-installation Charge for existing access in addition to the installation and recurring Charges for new access.

6.3.2 Changes to the Internet Access where there is a change to move from an existing location to a new location, will incur a de-installation Charge, new installation Charge and the recurring Charge will remain unchanged if the same Internet Access is used. Any third party costs associated with the ceasing of the Internet Access at the existing location will also be passed on to the Customer.

6.3.3 Changes to existing Managed Routers will incur installation Charges for hardware upgrade or change in location and de-installation Charges for replaced or re-located hardware.

6.3.4 Change from one Managed Router to another Managed Router requested by the Customer will attract new installation and recurring Charge.

6.3.5 **Exceptions**

Relocation to a different address does not count as a reconfiguration. A de-installation Charge for all items at the old address is applied, and an installation Charge for the items at the new address is also payable.

If the Customer requests any work on the Internet Access (for instance re-routing the Internet Access or providing it over a different bearer), the Internet Access third party Telco charges will be payable by the Customer and any new service term will apply as set out in an Order.

6.4 **Additional Charges**

6.4.1 If the Customer fails to carry out any of the Customer responsibilities set out in Clause 5 above or as set out in the General Terms and Conditions and/or the General Service Schedule, in addition to any other rights or remedies BT has, BT reserves the right to charge the Customer any additional costs that BT incurs as a result of such failure.

6.4.2 BT can change the Charges for the Service after the Minimum Period of Service and on each subsequent anniversary. BT will give the Customer at least two (2) months' notice of such changes. If the Customer does not agree with this change of Charges for the Service, the Customer must notify BT in writing within fourteen (14) days after receiving BT's notice and the Customer may terminate the Service subject to at least thirty (30) days written notice. The Customer shall not be required to pay the increased Charges for the Service.

6.4.3 A new Minimum Period of Service will apply for upgrades. In addition to installation Charges for upgrades, de-installation charges may apply for upgrades requiring changes in Equipment, or Internet Access supplier.

6.4.4 There are a small number of locations where excess usage Charges may apply. BT will charge the Customer an excess download Charge if the Customer's use of the Service exceeds the suppliers download limits. This Charge will be applied every two (2) months, in arrears.

6.4.5 In the event that BT needs to upgrade Software for operational purposes or to correct a fault, then there will be no Charge for such Software upgrade to a BT Managed Router. If the Software upgrade also requires a hardware upgrade, such as additional memory, then the Customer will be charged for the hardware upgrade at the then-current Managed Router Charges.

7 Service Levels

7.1 For Service using Internet provided by BT:

(i) the Availability and Restore-Time (Resilience)Service Levels with associated Service Credits as set out in the General Service Schedule shall apply to the elements of the Service within the SMB; and

(ii) the Delivery Service Level with associated Service Credits as set out in the General Service Schedule shall apply; except to upgrades or changes to the Services, unless these require the installation of new components and have an Committed Delivery Date provided by BT.

7.2 For Service provided using APA:

(i) the Availability and Restore-Time (Resilience) Service Levels with associated Service Credits as set out in the General Service Schedule shall apply to the elements of the Service within the SMB; and

(ii) the Delivery Service Level as set out in the General Service Schedule shall not apply as only indicative delivery targets apply to the Service.

7.3 For Service with CPA, no Service Levels or Service Credits are applicable.

7.4 The specific Service Levels for the Customer's Service will be set out in the Order.

7.5 If a dynamic IP address is used, the Service Levels will not apply to any Downtime resulting from a refresh of the dynamic IP address.

7.6 Internet browsing from the Managed Router other than via the Service split tunnelling feature will impair the Service. In these circumstances BT will not be liable for any failure in the Service and the Service Levels will not apply.

8 Data Processing

In relation to the data processing provisions as set out in the the Agreement, the nature of the Service - transport of data from one Customer Site to another Customer Site via IPSec Tunnels - doesn't include any Processing of Customer Personal Data as the Service uses network level data but nothing from an end user is captured or utilised. BT will have no access to the content the Customer sends over the network via this Service. No Personal Data is utilised by BT beyond that needed for provisioning, assurance and billing purposes. BT is the Controller for this Personal Data.