



# *Service Schedule for BT Business IT Support Manager Server Subscription Service*

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## **1. SERVICE DESCRIPTION**

### **Service Overview**

- 1.1 The Service provides IT support on the hardware, applications and operating systems detailed at [www.bt.com/itsm](http://www.bt.com/itsm) and as described in the Service Schedule and does not include the provision of any hardware.
- 1.2 The Service may be ordered either by telephone or online at [www.bt.com/itsm](http://www.bt.com/itsm)

### **Service Start Date**

- 1.3 By ordering the Service, the Customer agrees to the immediate provision of the Service and accepts that it cannot cancel the Contract under clause 6.1 of the Conditions.

### **Minimum Period**

- 1.4 The Service will have a Minimum Period of 12, 24 or 36 months from the Service Start Date depending upon the Minimum Period that the Customer agrees to when it registers for the Service.

### **Service Description**

- 1.5 The Service provides the following facilities:-
- (a) a single point of contact for the Service as well as for reporting faults on the Customer's BT Business Broadband access service;
  - (b) remote access to the Customer's registered Servers for diagnostics and problem solving;
  - (c) telephone-based help and advice on use of the supported applications and operating systems detailed in paragraph 1.1 above;
- 1.6 The telephone-based support described in paragraph 1.5 above is available 24 hours per day.

## **2. SERVICE LEVELS**

### **Fault Repair**

- 2.1 BT will respond to reported faults as soon as it reasonably can.
- 2.2 In accordance with clauses 2.7 and 2.8 of the Conditions, BT's normal hours of work 09.00 and 17.00 Monday to Friday excluding bank and public holidays.

## **3. RESPONSIBILITIES OF THE CUSTOMER**

### **General**

- 3.1 The Service is not intended to be a substitute for the Customer taking appropriate steps to maintain and safeguard its IT system through regular data back-up, running current virus software and adopting other appropriate security or maintenance procedures.
- 3.2 If as part of the Service, the Customer is required to install any software, the Customer agrees to install and keep installed such diagnostic and technical support software to assist in the support process. If the Customer refuses to install such software this may mean that BT may, at its option, either provide the Customer with a reduced level of Service or withdraw provision of the Service in its entirety.

## **4. CHARGES**

### **General**



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- 4.1 The Customer must pay the charges for the Service which are set out in the Charges Schedule.
- 4.2 Payment is due within 28 days of the date of BT's bill.
- 4.3 Unless otherwise agreed by the Customer, payment will not be made by direct debit or monthly payment plan.
- 4.4 Clause 4.9 of the Conditions will not apply to this Service.
- 4.5 The late payment charge payable under clause 4.12 (a) of the Conditions is set out at <http://www.serviceview.bt.com/list/current/docs/Misc.boo/14379.htm>

### **Early Termination Charges**

- 4.6 The termination charge will be calculated on the basis of the unexpired portion of the applicable Minimum Period multiplied by the applicable percentage(s) of the Undiscounted Rate. Therefore, for the applicable Minimum Periods, the termination charge will be:-
  - (a) for a 12 month Minimum Period, 100% of the Undiscounted Rate for each unexpired month, or part thereof, of the Minimum Period that remains;
  - (b) for a 24 month Minimum Period:-
    - (i) 100% of the Undiscounted Rate for each unexpired month, or part thereof, of the first 12 months of the Minimum Period that remains; and
    - (ii) 30% of the Undiscounted Rate for each unexpired month, or part thereof, of the rest of the Minimum Period that remains.
  - (c) for a 36 month Minimum Period:-
    - (i) 100% of the Undiscounted Rate for each unexpired month, or part thereof, of the first 18 months of the Minimum Period that remains; and
    - (ii) 30% of the Undiscounted Rate for each unexpired month, or part thereof, of the rest of the Minimum Period that remains.

### **5. ADDITIONAL CONDITIONS**

- 5.1 The Customer agrees:-
  - (a) to install and keep installed any anti-virus, technical support and diagnosis software on each supported computer when required to do so by BT;
  - (b) to have technical details of the supported computing equipment, local area network and connected devices, collected and securely stored by BT for use during fault diagnosis and support incidents;
  - (c) to allow BT's technical support agents to create, as necessary, systems administration accounts on the Customer's PCs and to keep these accounts active and unchanged as required to deliver the Service; and
  - (d) to give permission for BT's technical support agents to remotely access and monitor the Customer's computer systems and network for the purposes of fault diagnosis and resolution.
- 5.2 BT does not guarantee that it will be able to fix all faults reported by the Customer, or that BT will be able to advise on all service related issues.



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- 5.3 The Customer accepts that BT will not be liable for any failures in the supported applications and operating systems that cannot be resolved using the Service, or for the Customer's failure to correctly follow BT's advice and recommendations. BT recommends that the Customer regularly and frequently backs-up any stored data as BT cannot accept any liability for loss or corruption of the Customer's data.
- 5.4 If a fault is due to a failure in the Customer's equipment which is not covered by the Service it is the Customer's responsibility to arrange for the repair or replacement of it either via the BT IT Support Manager On Site service, if available in the Customer's area, or via other means.
- 5.5 If a fault is due to a failure in the Customer's equipment which is not covered by the Service it is the Customer's responsibility to arrange for the repair or replacement of it either via the BT IT Support Manager On Site service, if available in the Customer's area, or via other means.

### **Limits of Liability**

- 5.7 Subject to clauses 7.2, 7.3 and 7.4 of the Conditions, the Customer and BT accept the limit of liability under clause 7.5 to the other in contract, tort (including negligence), breach of statutory duty or otherwise for direct loss limited to:
- (a) £1,000,000 for loss of or damage to physical property in any period of 12 consecutive months; and
  - (b) £500,000 for all other loss or damage arising from any one incident or related series of connected incident

### **Resale**

- 5.8 The Service and any associated software is provided solely for the Customer's own use and the Customer will not resell or attempt to resell the Service (or any part or facility of it) to any one else.

## **6. DEFINITIONS**

In this Service Schedule the following term, in addition to those stated in clause 10 of the Conditions, has the meaning shown next to it:-

- Charges Schedule** the list of charges for the Service located at [www.bt.com/itsm/terms](http://www.bt.com/itsm/terms) (or any other online address that BT may advise the Customer).
- Undiscounted Rate** the monthly charge for the Service, as set out in paragraph 4.1 above, when it is provided for a 12 month Minimum Period.