

# **Service Schedule for BT Business IT Manager On-Site Repair Subscription Service**

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## **1. SERVICE DESCRIPTION**

### **Service Overview**

- 1.1 The Service provides hardware repair on the Supported Hardware as described in the Service Schedule and does not include the provision of any hardware.

### **Service Start Date**

- 1.2 The Service will commence 5 Working Days after BT communicates its acceptance of your order under clause 1.1 of the Conditions.

### **Minimum Period**

- 1.3 The Service will have a Minimum Period of 12 months from the Service Start Date.

### **Service Description**

- 1.4 The Service is provided in mainland United Kingdom, although not all Service Types are supported throughout this territory. The Service is based on the number of Servers and PCs the Customer wishes to have supported.

- 1.5 The Service has three different Service Types. The Customer will select the applicable Service Type when registering for the Service.

- 1.6 The Service provides the Customer with:

- (a) telephone access to a helpdesk for the reporting of faults on Servers and PCs;
- (b) where the helpdesk referred to above is unable to resolve the fault over the phone, the provision of on-Site remedial hardware maintenance which:
  - (i) comprises the inspection, testing and diagnosing by attendance at the Site by BT of any hardware related fault report.
  - (ii) is limited to the reinstatement of Servers and PCs to the working condition that existed prior to the occurrence of a fault, including re-loading the Customer's Operating System to the manufacturer's default base build condition.
  - (iii) may involve repairing the Servers and PCs away from the Site. Where BT considers it necessary to do so, it will try to complete the repair as soon as practicable. BT may lend the Customer a temporary replacement unit (as nearly compatible as may be available) during that repair. Units loaned to the Customer will not become its property and the Customer shall be liable for any loss or damage, however caused, to that unit.
  - (iv) may involve BT in providing a permanent replacement part, either new or refurbished, instead of repairing the defective part. In that case on exchange that part becomes the property of the Customer, and the faulty part replaced becomes the property of BT.
  - (v) does not include any software support and/or clustering support.

- 1.7 Where a planned visit is cancelled by the Customer with less than 24 hours notice to BT, or the Customer fails to provide BT with access to the Site in accordance with clause 2.1 of the Conditions, then BT reserves the right to charge the Customer a callout fee for the visit.

- 1.8 The telephone helpdesk referred to in paragraph 1.6 (a) above is available during the applicable fault reporting hours for the Service, which are set out in paragraph 2.2 below.

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- 1.9 Charges for the Service are based upon the provision of a reasonable level of telephone and on-Site support by BT. If BT believes that the Customer is using the Service excessively without good reason, and is failing to comply with the provisions of paragraph 3.1 below, BT reserves the right to raise an additional charge against the Customer.
- 1.10 BT may withdraw Service and/or support for individual Servers or PCs at any time on 30 days prior notice during the Minimum Period or on 15 days prior written notice after the Minimum Period if, in BT's reasonable opinion, such Services and/or the Server or PC in question cannot be maintained at the charges quoted, including where information provided by the Customer is misleading. Where such notice is given, BT will refund any Charges actually paid by the Customer for Service relating to such Server or PC from the end of the notice period and will cease to charge the Customer for the Server or PC in question for the remainder of the Contract.
- 1.11 BT will notify the Customer if in its reasonable opinion:
- (i) it identifies a Server or PC which is "end of life"; or
  - (ii) the Server or PC becomes irreparable; or
  - (iii) spare parts for the Server or PC become unavailable; or
  - (iv) the fault rate for the Server or PC is so high and / or its condition is such that a complete overhaul or replacement is necessary. If the Customer declines to have the Server or PC overhauled or replaced at its expense within thirty days of such notification, BT may notify the Customer that the Server or PC in question is excluded from the Contract.

Where such notice is given, BT will refund any Charges actually paid by the Customer for Service relating to such Server or PC from the end of the notice period, will cease to charge the Customer for the Server or PC in question for the remainder of the Contract and will remove any loan equipment relating to the said Server or PC from the end of the notice period.

- 1.12 BT will be under no obligation to provide the Service:
- (i) if adjustment, repair or parts replacement is required because of accident, neglect, operator error, misuse, failure of or change in electrical power, air conditioning, humidity control, failure of storage media, transportation, use of non-OEM parts or other causes other than ordinary use or wear and tear;
  - (ii) if the Server or PC is serviced, amended or adjusted, or if attempts to repair or service the Server or PC are made other than by BT's approved personnel or without the prior approval of BT;
  - (iii) if the Server or PC is removed from the Site and/or re-installed without prior notification to BT;
  - (iv) if the item of equipment reported as faulty has not been registered for the Service by the Customer in accordance with paragraph 3.6 below;
  - (v) if the Server or PC was, in BT's reasonable opinion, operating in an unstable manner prior to the commencement of the Service; and
  - (vi) if the Server or PC is subject to a failure for which the manufacturer/design authority has no known solution.
- 1.16 The Service does not include:
- (i) consumable supplies or accessories such as:
    - Printer accessories i.e. additional paper bins & duplex units, switch boxes and paper trays;
    - Printer consumables i.e. print heads, toner cartridges, ink, paper, developer units, fuser assemblies, printer maintenance kits, paper pick up/feed rollers/transfer rollers fuser cleaning brushes, plotter

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pens, ribbons, ribbon guards, thermal films, OPC belts (QMS lasers), transfer belts on colour printers, ozone filters and thermal transfer heads and any other items identified as consumable by the Server or PC manufacturer;

- Cables;
- Batteries which directly power a machine when not on mains;
- CDM ROM caddies;
- Cathode ray tubes over 19 inches;
- LCD, TFT and Plasma screens over 19 inches; or
- Removable storage media (apart from removable hard drives in laptops (one per unit) and servers).

- (ii) electrical work external to the Server or PC; or
- (iii) support of accessories, alterations and attachments to the Server or PC;
- (iv) work or parts required to put right damage described in paragraph (ii) above;
- (v) failures due to manufacture or design defects over which BT has no control;
- (vi) preventative maintenance;
- (vii) refurbishment or repair of casings or outer surfaces;
- (viii) DAT drive faults caused by tape jamming in the mechanism and all faults relating to worn media;
- (ix) DAT drive faults caused by failure to follow manufacturer recommendations regarding user maintenance;
- (x) maintenance or support required by reason of non-Year 2000 compliant Server or PC;
- (xi) failure caused by unsupported hardware or software;
- (xii) the reinstatement of customised versions of the standard operating system or the reinstatement of the Customer's application software; or
- (xiii) additional visits and associated costs of providing discs caused by the Customer's failure to provide the necessary copies of operating systems required to complete the Service.

## **2. SERVICE LEVELS**

### **Fault Repair**

- 2.1 BT will respond to all reported faults as soon as it reasonably can.

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2.2 BT will try to provide an on-Site visit within the applicable Service Level for the relevant Service Type as outlined below:

<b>Service Type</b>	<b>Fault Reporting Hours</b>	<b>Service Level for on-Site response</b> (from reporting the fault during the applicable Fault Reporting Hours*)
Standard	08.00-18.00, Monday-Friday	Next Working Day
Priority**	08.00-18.00, Monday-Friday	Within 4 Scheduled Working Hours
Anytime**	24hrs 7 days	Within 4 hours

\* faults reported outside the applicable Fault Reporting Hours will be deemed to have been reported at the commencement of the next applicable period of Fault Reporting Hours for the applicable Service Type.

\*\* Fujitsu PCs are not supported by either the Priority or Anytime Service Types.

### **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.
- 3.3 The Customer will:
- notify BT's helpdesk if the Server or PC fails and will allow BT full and free access to the Server or PC and use of necessary machines and devices in the Customer's possession;
  - be solely responsible for ensuring it keeps adequate back-up copies or master copies of its operating system software and data files together with user documentation as supplied by the software manufacturers. This software should normally be contained on removable media, shall be stored within reasonable proximity to the corresponding Server or PC and shall be made available for use by BT's representative if required. BT is not obliged to replace or rectify the Customer's data files, which have been lost or corrupted for any reason;
  - ensure that properly trained staff operate the Server or PC, in accordance with best computing practice;
  - ensure that relevant trained and experienced staff are available in a timely manner to provide BT's personnel with any information necessary to diagnose and/or remedy faults in third party hardware and/or software;
  - notify BT of a change in location of the Server or PC to another Site, in which case Service obligations shall be suspended whilst the move is carried out and reinstated following re-installation provided that the Server or PC has not been damaged during the move and that it has been re-installed correctly;
  - provide BT with remote access to the Server; or
  - ensure that the external surfaces of the Server or PC are kept clean and in good condition and shall carry out any minor maintenance and safety changes as defined in the manufacturers user instructions from time to time;

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- 3.4 The Customer is responsible for the adoption of appropriate security measures to protect data from damage caused by viruses or other harmful code, or access to the Server or PC by unauthorised persons.
- 3.5 The Customer shall indemnify and hold harmless BT from and against any claim for loss, damage or injury to any person or property occasioned by or arising from negligence or misuse of the Server or PC or any unauthorised addition, adjustment, modification, alteration, maintenance, repair or other work thereto.
- 3.6 To register a Server or PC for the Service, the Customer must provide BT with a full listing of the equipment and configurations including make, model, serial number and build specification.
- 3.7 The Customer warrants and represents that the use by BT of any materials or equipment supplied by the Customer for use by BT in the provision of the Service, will not infringe the Intellectual Property Rights of any third party.

### **4. CHARGES**

#### **General**

- 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.

#### **Early Termination Charges**

- 4.5 The termination charges referred to in clause 6.3 of the Conditions are any subscription, rental, and any other recurring charges (including inclusive usage charges) for any remaining part of the Minimum Period.

### **5. ADDITIONAL CONDITIONS**

- 5.1 In order to use the Service, the Customer's computer systems must be Supported Hardware. Where this is not the case, the Customer must seek BT's confirmation, prior to the commencement of the Service, that they are supportable by the Service.
- 5.2 The Customer agrees that BT or its representatives may access PCs or Servers via a remote access client.
- 5.3 The Customer agrees:
- (a) to install and keep installed any technical support and diagnosis software on each PC or Server when required to do so by BT;
  - (b) to have technical details of the PC or Server, 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 supported PCs and servers 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.
- 5.4 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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- 5.5 The Customer accepts that BT will not be liable for any failures in the operating systems that cannot be resolved using the Service, or for the Customer's failure to correctly follow BT's, or its appointed IT subcontractor'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.
- 5.6 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.
- 5.7 The Customer accepts and agrees that all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise (including but not limited to fitness for any particular purpose), in respect of the performance by BT of the Service and any additional services hereunder are hereby excluded.
- 5.8 The Customer agrees to accept full responsibility for the adequacy of anti virus procedures.
- 5.9 BT reserves the right to make a charge for any work that BT does which is attributable to the Customer's failure to observe (or delay in observing) its obligations.
- 5.10 The Customer is responsible for ensuring that the PC or Server is suitable for the purpose(s) and capable of performing the function(s) and use to which it is intended to put them to.
- 5.12 BT's provision of the Service is contingent upon the Customer's proper use of all Servers and PCs and does not cover Servers or PCs which have been modified without BT's approval or which have been subjected to unusual physical or electrical stress (except for accidental damage).
- 5.13 The Service will be provided by BT using reasonable endeavours to keep the Servers and PCs in good working order and in accordance with the functionality and features in accordance with the specifications of the manufacturer(s) of such Servers and PCs by making such adjustments and repairs and / or replacements of parts as may seem appropriate to BT in each case.

### **Limits of Liability**

- 5.14 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 incidents and £1,000,000 for all incidents in any period of 12 consecutive months.

### **Resale**

- 5.15 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:

<b>Charges Schedule</b>	the list of charges for the Service located at <a href="http://www.btbroadbandoffice.com/itsmterms">http://www.btbroadbandoffice.com/itsmterms</a> (or any other online address that BT may advise the Customer).
<b>Operating System</b>	the operating systems supported by the Service, namely XP Pro or Vista Business for PCs and Windows Server 2003 or Windows SBS 2003 for Servers.

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<b>PC</b>	a Supported Desktop or Supported Laptop which the Customer registers for the Service and includes a base unit, monitor (up to 19", including TFT), keyboard, mouse, associated manufacturer provided cables and standard fitted manufacture options.
<b>Point of Registration</b>	the point at which the Customer registers a PC or Server for the Service in accordance with paragraph 3.6 above.
<b>Scheduled Working Hours</b>	the hours during which on-Site support visits under paragraph 1.5 (b) are available which, depending upon the Service Type selected, will be between 08.00 & 18.00 Monday to Friday excluding bank and public holidays for the Standard and Priority Service Types and 24 hours per day 7 days per week for Anytime.
<b>Server</b>	a Supported Server which the Customer registers for the Service and includes a base unit, monitor (up to 19", including TFT), keyboard, mouse, associated manufacturer provided cables and standard fitted manufacture options.
<b>Service Type</b>	one of the three Service types for the Service, namely Standard, Priority or Anytime, which the Customer will select upon registration for the Service.
<b>Supported Desktop</b>	a Windows-based computer which: (i) is less than 3 years old at the Point of Registration; (ii) has a retail value of £1,000.00 or less at the Point of Registration; and (iii) is manufactured by either Hewlett Packard, Compaq, Dell, Toshiba, Acer, IBM, Lenovo or Fujitsu (Fujitsu is only supported under the Standard Service Type).
<b>Supported Hardware</b>	collectively or individually a Supported Desktop, Supported Laptop and/or a Supported Server.
<b>Supported Laptop</b>	a Windows-based laptop computer which: (i) is less than 3 years old at the Point of Registration; (ii) has a retail value of £1,500.00 or less at the Point of Registration; and (iii) is manufactured by either Hewlett Packard, Compaq, Dell, Toshiba, Acer, IBM, Lenovo or Fujitsu (Fujitsu is only supported under the Standard Service Type).
<b>Supported Server</b>	a Windows-based server which: (i) is less than 3 years old at the Point of Registration; (ii) has a retail value of £3,000.00 or less at the Point of Registration; and (iii) is manufactured by either Hewlett Packard, Compaq, Dell, Toshiba, Acer or IBM.