



## 1 Definitions

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

**“Customer Application Monitoring and Management”** means the service BT provides monitoring and managing the Customer’s application(s).

**“Customer Database Administration Support Services”** means the service BT provides for database administration.

**“Customer Environment”** means a safe housing for BT’s Equipment and Customer Systems, including but not limited to adequate power; air-cooling and fire suppression as recommended by BT.

**“Customer Systems Monitoring and Management”** means the service BT provides monitoring the Customer Systems and network.

**“Customer Systems”** means the infrastructure, hardware and software managed by BT as part of the Service. Title of this equipment belongs solely to the Customer.

**“Network Latency Rates”** means a measure of the time it takes for a packet of data to get from one designated point to another.

**“Service Level”** means the level of service which is applicable to the Service, and which may include such matters as delivery, availability and performance.

**“Service Level Agreement”** means the agreement that defines the Service Level and related matters such as the compensation which BT will pay, if any, should BT not meet its Service Level obligations.

**“TCP”** means transmission control protocol, a reliable connection-based protocol.

**“URL”** means a Uniform Resource Locator, which is the full address for the Customer Website.

**“Website”** means the Customer’s website.

## 2 Service Overview

2.1 The Service comprises the remote management of the Customers Systems within the Customer’s Environment as defined in the Order and CRCF. The Service will include all or some of the following options:

2.1.1 Customer Systems Monitoring and Management. BT will monitor the Customer Systems and Network Latency Rates. BT will detect any outages in the infrastructure and have responsibility for the uptime and availability of the Customer Systems 24x7x365.

2.1.2 Customer Database Administration Support Services: Database administration, architecture and design services (including restructuring for higher availability and performance) 24x7x365, as agreed with the Customer.

2.1.3 Customer Application Monitoring and Management: Customer Application support services including: application administration, architecture and design services (including restructuring for higher availability and performance) 24x7x365, as agreed with the Customer.

2.1.4 BT will liaise with the Customer’s third party suppliers and will act as the Customer’s representative under the terms and conditions of the Contract between the Customer and any third party contracted to the Customer. BT will manage any escalation(s) to the third party suppliers during an incident. It is the Customer’s responsibility to procure with its third party suppliers that BT is enabled to act in this way.



### **3. Deployment of BT Equipment**

- 3.1 BT Equipment shall be deployed within the Site in order to monitor and manage the Customer Systems, applications and databases as described within the Order.

### **4 Service Management**

- 4.1 BT will provide a Service Desk which will receive and record Service fault reports from the Customer 24x7x365.

#### **4.2 Fault Repair Service**

- 4.2.1 If a fault is reported by the Customer (either to the Service Desk) or is detected by BT, BT will perform tests to determine the cause of the fault, and will notify the System Administrator by telephone or e-mail. Where BT determines the fault is with the Customer Systems or Customer Environment, BT will act as the Customer's representative to initiate a repair with the Customer's Third Party suppliers. These faults will be repaired subject to the Customer's support contract with the Third Party suppliers.

- 4.2.2 Subject to Section 4.2.1 above, BT will aim to correct faults within one (1) hour after notification by the Customer to BT or by BT to the Customer of a fault.

- 4.2.3 The Service Desk will update the Customer at regular intervals on fault progression until the fault is resolved.

#### **4.3 Scheduled Service Time**

- 4.3.1 The Service is scheduled to be available as per the Service Level Agreement.

- 4.3.2 The Customer acknowledges and accepts that from time to time it will be necessary for BT to schedule maintenance which may cause a disruption to the Service ("Planned Downtime"). Such downtime will be agreed in advance with the Customer and BT will endeavour to ensure that Planned Downtime falls between 3 a.m. to 6 a.m. Tuesday to Thursday.

- 4.3.3 BT acknowledges and accepts that from time to time it will be necessary for the Customer to schedule maintenance (including but not limited to network maintenance, replacing faulty components, or testing of the uninterruptible power supply) which may cause a disruption to the Service ("Customer Planned Downtime"). Such downtime will be agreed in advance with BT.

- 4.3.4 For the avoidance of doubt, Planned Downtime, Customer Planned Downtime and Emergency Procedures shall not be subject to the provisions contained in the Service Level Agreement.

### **5. The Customer's Responsibilities**

The Customer will provide BT with the contact details and any other information which BT reasonably requires to provide this Service.

### **6. Insurance**

- 6.1 The Customer shall effect and maintain insurance throughout the duration of this Service in respect of:

- (a) the BT Equipment in an amount equivalent to its full replacement value; and



- (b) public and product liability insurance for not less than £2,000,000 per Incident.
- 6.2 The Customer accepts and acknowledges that the BT Equipment is at the Customer's risk for the duration of this Service.
- 6.3 The Customer shall provide BT on request, certificate of insurance to evidence that the insurance referred to herein are in full force and effect.
- 6.4 If the Customer fails to provide satisfactory evidence of insurance, BT shall be entitled to require the Customer to amend its insurance or to purchase, at the Customer's expense, insurance to meet the Customer's obligations under this Section 6.

## 7 Intellectual Property Rights

The Customer acknowledges that the deployment of servers dedicated by BT for the Customer's use does not constitute a grant to the Customer of any right, title or interest in such servers or in any BT Software or other applications of any kind provided by BT which are resident on such servers.

## 8 Charges

The Charges for the Service are set out in the Order. Charging will begin on the Operational Service Date or otherwise as set out in the Order. Charges which require to be calculated in accordance with the Customer's use of the Service will be calculated in accordance with the details recorded by, or on behalf of, BT.

## 9 Limits of Liability

Clause 13.3 of the General Terms and Conditions is hereby amended such that a Party's liability to the other Party shall be limited to £250,000 for any one event or series of connected events and to £500,000 for all events in any period of twelve (12) calendar months.

## 10 Cancellation

The Customer may cancel the Service before the Operational Service Date whereupon the Customer shall pay:

- (a) the early termination Charges in accordance with Clause 11 of the Service Schedule, and;
- (b) any additional Charges in respect of work undertaken by BT prior to the date upon which BT received the Customer's cancellation notice.

## 11 Termination by notice

Either Party may terminate the Service on 30 days' notice to the other.

## 12 Notices

Notices given under this Service Annex be in writing and may be delivered by hand or by courier, or sent by first class post to the following addresses:



- (a) to BT at BT Global Services Data Centre Services Hosting, TKS/F18/01, 109-117 Long Road, Cambridge, CB2 2HG or any alternative address which BT notifies to the Customer.
- (b) to the Customer at the address to which the Customer asks BT to send invoices, or if the Customer is a limited company its registered office.

### 13 Service Level Agreement

- 13.1 BT will aim to correct faults relating to the availability of the Service in accordance with the time-scale set out in section 4.2.
- 13.2 BT agrees that the elements of the Service indicated in section 13.1 above will have a 99.95% availability in any one Month, provided that:
  - (a) if the Service is unavailable, it must be reported by the Customer and acknowledged by BT;
  - (b) the period of unavailability will commence from the time BT acknowledges the Customer's report; and
  - (c) where BT determines the fault is with the Customer Systems or Customer Environment, BT will act as the Customer's representative to initiate a repair with the Customer's third party suppliers. These faults will be repaired in accordance with the Customer's support contract with the third party suppliers;
  - (d) following repair BT will contact the Customer to inform the Customer that the Service can be accessed from the Internet/Customer's network. This will be deemed to be the end of the period of unavailability unless the Customer advises BT that those elements remain unavailable.
- 13.4 If BT fails to meet the provisions set out in sections 13.1 and 13.2, above in any one Month, subject to section 13.5, the Customer's sole remedy will be to claim a refund of one day's rental charges per incident to a maximum of one Month's rental.

### 13.5 Exclusions to the Service Level Agreement

This Service Level Agreement will not apply where the unavailability of the Service is due to:

- (a) a cause covered by Clause 4 of the General Terms and Conditions;
- (b) a suspension of the Service in accordance with the Agreement;
- (c) any faults with, or impact on the Service caused by failure in the Customer Systems or Customer Environment;
- (d) Planned Downtime, Customer Planned Downtime or Emergency Procedures as set out in section 4.3 of this Service Annex and clause 6.14 of the Service Schedule;
- (e) faults or omissions of Internet service providers or other telecommunications service providers;
- (f) BT awaiting information from the Customer; awaiting action by the Customer's third party suppliers, or awaiting Customer confirmation that the Service has been restored;
- (g) the Customer not providing access, delaying access or delaying permission for BT or BT parties to repair the Service;
- (h) to any incident not reported in accordance with BT's incident reporting procedures; or
- (i) any cause or failure which is highlighted in the CRCF

### 13.6 How to make a claim

- 13.6.1 The Customer must make claims under the Service Level Agreement in writing, within one (1) Month of the end of the Month in respect of which the claim is being made, and sent either:



- (a) by post to:  
BT Compute Service Desk  
Alexander Bain House Thurso Business Park Thurso Caithness KW14 7XW
- (b) or by email to:  
ah.support@bt.com

13.6.2 The Customer must notify BT in writing of any dispute concerning any amount refunded, or not refunded (as the case may be), within one (1) Month of the date of BT's invoice.

### **13.7 How BT will pay the refund**

BT reserves the right to verify claims for refunds in the rental. Once verified, claims will be paid to the Customer by means of a reduction in the Customer's rental charges for the Service on the next invoice.