



# Support Services Schedule to the General Terms

## A note on 'you'

'You' and 'your' mean the Customer and your Users, where applicable.

## Words defined in the General Terms

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms.

## Part A – The Support Services

### 1 Service Summary

- 1.1 BT will provide you with either a Managed Service, Maintained Service or Professional Service, as selected by you as set out in the Order (the "**Support Services**") for your Associated Services.
- 1.2 Your Support Service will consist of your selected Support Service Package(s) and any additional Support Service Package Options as set out in the Order. The minimum Support Service that can be selected at any time is the Maintained Service.

### 2 Support Service Components

Your selected Support Service Packages are made up of the Support Service Components as set out in the Order. Each Support Service Component is further described below:

#### 2.1 Service Desk and Incident Management

- 2.1.1 BT will provide you with a Service Desk that you will report all Incidents to and that will:
  - (a) record all Incidents that you or BT report;
  - (b) perform initial diagnostics on any reported Incidents;
  - (c) take full ownership of the Incident and manage it end-to-end and, if necessary, will escalate the Incident for resolution;
  - (d) resolve the Incident in accordance with the applicable Care Level;
  - (e) send an engineer to a Site, if required, in accordance with your chosen Support Service Package or Care Level;
  - (f) be available for you to contact by telephone, e-mail or online;
  - (g) aim to pick up calls within 30 seconds;
  - (h) aim to contact you within 30 minutes of an Incident being raised in respect of your Associated Services; and
  - (i) operate 24x7.

#### 2.2 Simple Service Request

- 2.2.1 BT will provide you with a Simple Service Request Service ("**SSR**") that enables you to request changes to your Support Service and Associated Services.
- 2.2.2 BT will only proceed with a SSR once you have provided BT with all information that BT reasonably requires to complete the SSR.
- 2.2.3 BT will provide you with access that will allow you to request, manage and monitor the progress of your SSRs.
- 2.2.4 BT will action the SSR during Business Hours and complete it before the end of the next Business Day.
- 2.2.5 BT may charge you for service requests if BT considers that the number or frequency of such requests are excessive. Both of us will agree on the pricing for any SSR before implementation.

#### 2.3 Service Commissioning and Packaged Deployment Services

##### 2.3.1 Self-Serve Installation

If you select this Support Service Component, you will be responsible for:

- (a) the unpacking of any equipment sent to Site and disposing of the packaging;

- (b) installing the equipment into the relevant location on Site in accordance with the vendor installation instructions where available;
- (c) connecting the equipment to a suitable power source in accordance with the vendor instructions;
- (d) connecting the equipment to the Network Terminating Equipment; and
- (e) any testing of such equipment and notifying BT of any issues identified during testing.

#### 2.3.2 **BT Assisted Installation**

If you select this Support Service Component, this Paragraph 2.3.2 will apply in place of Paragraph 2.3.1. BT will be responsible for:

- (a) the unpacking of any equipment sent to Site and disposing of the packaging;
- (b) installing the equipment into the relevant location on Site; and
- (c) testing the equipment ready for acceptance tests as set out in Paragraph 7.5

#### 2.3.3 **Packaged Deployment Services**

Before the relevant Service Start Date, BT will:

- (a) where appropriate, configure the Supported Service;
- (b) conduct a series of standard tests on the Supported Service to ensure that it is configured correctly;
- (c) where selected by you on the Order, provide you with a Packaged Deployment Service ("PDS") covering implementation, project management, coordination, detailed solution design, installation, configuration, commissioning, acceptance testing and rollout of the Services.

#### 2.3.4 **Packaged Deployment Services Options**

BT will provide any of the following Packaged Deployment Services Options as selected by you in the Order.

##### (a) **PDS Project Coordination Option**

- (i) BT will appoint a project coordinator who will co-ordinate the implementation of the Supported Service and act as a single point of contact for you in all matters relating to the project.
- (ii) The project coordinator will be office based and will not conduct face to face meetings with you.

##### (b) **PDS Hybrid Project Management Option**

- (i) BT will appoint a BT project manager who will act as a single point of contact in respect of the management, detailed solution design, installation, configuration, commissioning, acceptance testing and roll-out of the Supported Service ("**BT Project Manager**").
- (ii) The BT Project Manager will be available to meet with you up to three times which will take the form of:
  - (iii) an initial meeting to agree the implementation plan for your Supported Service;
  - (iv) a meeting at an agreed midpoint in the delivery of your Supported Service; and
  - (v) a project review meeting towards the conclusion of the delivery of your Associated Services.
- (vi) You will be charged for the PDS Hybrid Project Management Option on a full day rate basis only and not on a partial or across day basis.
- (vii) For an additional Charge and on reasonable notice, you may order up to two additional PDS Hybrid Project Management face to face day visits.
- (viii) You will be charged for all reasonable travel and accommodation expenses if you require the BT Project Manager to travel outside the UK.

##### (c) **PDS Face to Face Project Management Option**

- (i) BT will appoint a BT Project Manager to manage the implementation of your Supported Service and will act as a single point of contact for you in all matters relating to the installation of your Supported Service.
- (ii) The BT Project Manager will be available to meet you face to face on a reasonable number of occasions as agreed between the both of us to agree the implementation plan and conduct project review meetings as appropriate.
- (iii) You will be charged for all reasonable travel and accommodation expenses if you require the BT Project Manager to travel outside the UK.

## 2.4 **Change Enablement**

### 2.4.1 **General terms for Change Enablement**

- (a) Remotely updating Software does carry some risk of the Supported Equipment not returning to a working state and subsequently requiring a reboot or engineer maintenance visit to your Site;

- (b) Where a Site visit is required as set out in Paragraph 2.4.1(a) the visit will be undertaken in accordance with the Care Level you have selected on your Order.
- (c) You will provide an onsite contact for the duration of the upgrade who will be responsible for attempting to restart any Supported Equipment that needs rebooting and will liaise with the Service Desk;
- (d) If BT is unable to remotely install the required Software in accordance with Paragraphs 2.4.2 and 2.4.3, BT will attend your Site to do so which will incur Charges at a daily rate and any associated reasonably incurred expenses;
- (e) In respect of all Software updates:
  - (i) BT will only install the Software on compatible Supported Equipment during Business Hours, unless agreed otherwise between us, at a time agreed between us and you will incur Charges if you require Software to be installed outside of Business Hours;
  - (ii) BT will notify you if the Supported Equipment is not compatible and any replacement of incompatible Supported Equipment will be at your own cost; and
  - (iii) BT will notify you as soon as reasonably practicable of the duration and impact of any Supported Equipment downtime as a result of BT installing the Software updates.
- (f) If you require additional Software updates in excess of that set out in this Paragraph **Error! Reference source not found.**2.4.1, you may request upgrades at any time for an additional Charge.

#### 2.4.2 **Software Update Service - Maintained**

Except during the first six months from the Service Start Date, Customer will provide access to the Supported Equipment (other than BT Equipment) in order to allow BT to remotely undertake a bi-annual review of Software running on any Supported Equipment across mutually agreed Sites and if BT in its discretion considers appropriate, will update the Software operating on the Supported Equipment.

#### 2.4.3 **Software Update Service – Managed Service**

Except during the first six months from the Service Start Date, BT will remotely undertake a bi-annual review of Software running on any Supported Equipment across mutually agreed Sites and if BT in its discretion considers appropriate, will update the Software operating on the Supported Equipment.

#### 2.4.4 **Essential Change Enablement**

BT will:

- (a) Notify the Customer Contact of any planned engineering works" relevant to the Supported Service; and
- (b) provide a schedule of all delivery activity.

#### 2.4.5 **Standard Change Enablement**

BT will, in addition to those obligations set out in Paragraph 2.4.4 above:

- (a) co-ordinate approval for all changes that impact the Supported Service using BT's change advisory board;
- (b) agree the schedule changes with you (other than for emergency changes)
- (c) engage with you before closing a change;
- (d) investigate unsuccessful changes and agree any actions to be taken with you; and
- (e) provide a procedure for emergency changes.

### 2.5 **Configuration Management**

#### 2.5.1 **Essential**

BT will:

- (a) audit and reconcile the equipment that BT will manage on your behalf; and
- (b) update asset information, as relevant and required, using records only change.

#### 2.5.2 **Standard**

In addition to Paragraph 2.5.1 above, BT will:

- (a) discover, audit and reconcile the Supported Equipment;
- (b) report on current status of the configuration Items throughout their lifecycle using pre-agreed, pre-defined reports; and
- (c) provide status accounting of your configuration Items.

#### 2.5.3 **Archive and Restore**

In addition to Paragraphs 2.5.1 and 2.5.2, BT will:

- (a) archive your Configuration Files and carry out configuration restoration in the event of a failure on your Associated Services;
- (b) record archive files on a weekly basis and the last three configurations for each device will be stored; and
- (c) record archive files for WAN and LAN each time a configuration change is made through SSRs.

## 2.6 Measurement and Service Reporting

- 2.6.1 BT will deliver a monthly Service Report to you.
- 2.6.2 BT will use its reasonable endeavours to ensure the accuracy and timeliness of the performance reports but does not guarantee the accuracy or completeness of any performance reports.
- 2.6.3 You acknowledge that Service Reports may not provide data for all Associated Services.
- 2.6.4 You may select either Essential Service Reporting or Enhanced Service Reporting options as follows:
  - (a) **Essential Service Reporting**  
BT will provide a simple report identifying service management metrics for the reporting period.
  - (b) **Enhanced Service Reporting**  
BT will provide a more detailed report breaking down the service management metrics for the reporting period.

## 2.7 Product Relevant Reporting

### 2.7.1 Network Reporting

- (a) BT will provide you with a range of performance reports which will show the performance of the Supported Equipment, systems and applications used through your Associated Services at a current point in time and, if your Customer Network allows, during the previous 12 months.
- (b) Network Reporting will provide you with key statistics on areas such as CPU utilisation, memory utilisation, device availability and throughput. Those that relate to Service Levels are as set out in the relevant Schedule.
- (c) BT will also provide you with access to a set of pre-defined reporting data to run and produce reports as and when required.

### 2.7.2 IPSLA Reporting

If you select this option in the Order, BT will:

- (a) make available the IPSLA Report Module to show metrics related to latency, jitter and delay figures for the paths chosen; and
- (b) provide information in tabular format where appropriate and if available historical information covering the previous twelve months is included where relevant. Specific detail regarding content of the reports as well as frequency and format together with available options and facilities are as specified by BT. You may access all available reports via the network performance reporting application.

("IPSLA Reporting")

You acknowledge that IPSLA Reporting is not available with all Associated Services.

### 2.7.3 Application Reporting:

BT will:

- (a) provide access to a range of application performance information in graphical and tabular format where appropriate and if available historical information covering the previous month;
- (b) provide you with a range of flow analysis reports, run at near real time; and
- (c) specify the content of the reports, as well as frequency and format, together with available options and facilities. You may access all available reports via the application performance reporting application.

("Application Reporting")

You acknowledge that Application Reporting is not available with all Associated Services.

Application Reporting data is restricted to 8000 data flows per second on your network. If the network exceeds 8000 data flows per second in-life, BT reserves the right to suspend collection of your Application Reporting data until a design review is completed.

## 2.8 Monitoring and Event Management:

- 2.8.1 BT will, where not already provided as part of your Support Service/where necessary, provide a single management link between your Host Site and BT's management centre; and
- (a) poll Supported Equipment connected to a Stack;
  - (b) monitor the status of Supported Equipment to check that it is functioning correctly;
  - (c) carry out remote diagnosis if an Incident affecting the Supported Service is found and in such case:
    - (i) log the Incident;
    - (ii) attempt to resolve the Incident;
    - (iii) contact you within one hour of detecting an Incident; and
    - (iv) inform you what action has been taken or is required to resolve the Incident.

## 2.9 Availability Management

### 2.9.1 Standard Availability Management

BT will:

- (a) provide a pre-defined standard availability service report in connection with the Supported Service(s);
- (b) provide information in graphical and tabular format for the relevant month; and
- (c) specify the content of the report, as well as the frequency and format, together with available options and facilities.

### 2.9.2 Enhanced Availability Management

BT will:

- (a) provide a pre-defined enhanced availability service report in connection with the Associated Services;
- (b) provide information in graphical and tabular format where appropriate and if available historical information covering the previous 12 months;
- (c) provide recommendations to you regarding the performance of the relevant Associated Services and discuss these with you;
- (d) provide an availability plan in an agreed format, based on BT's recommendations and discussions with you, on a quarterly basis; and
- (e) specify the content of the report, as well as the frequency and format, together with available options and facilities.

## 2.10 Capacity Management

### 2.10.1 Standard Capacity Management

BT will:

- (a) provide a pre-defined standard capacity management report;
- (b) provide information in graphical and tabular format for the relevant month; and
- (c) specify the content of the report, as well as the frequency and format, together with available options and facilities.

### 2.10.2 Enhanced Capacity Management

BT will:

- (a) provide a pre-defined enhanced capacity management report;
- (b) provide information in graphical and tabular format where appropriate and if available historical information covering the previous 12 months;
- (c) provide recommendations to you regarding the performance of your network; and
- (d) specify the content of the report, as well as the frequency and format, together with available options and facilities.

## 2.11 Problem Management

### 2.11.1 Standard Problem Management

BT will:

- (a) open a "**Problem Record**" for any Incident that BT agrees causes a significant disruption to your business, where the root cause is unknown, and manage such Incident through to completion;
- (b) use its reasonable endeavours to identify the root cause of such Incident set out in Paragraph 2.11.1 (a) above and prevent repetition of such Incident; and
- (c) discuss the findings of the Problem Management investigation with you.

### 2.11.2 Enhanced Problem Management

In addition to the Standard Problem Management, BT will:

- (a) perform focused trending on a regular basis and/or undertake investigations to identify and resolve the root cause of Incidents; and
- (b) create and maintain a database held and maintained by BT containing the status, root cause and workaround solutions to the cause of an Incident, the **"Known Error Database"**.

## 2.12 Client Services Management

### 2.12.1 Desk-based Quarterly Essential Overview

BT will appoint a Client Service Manager who will be available during Business Hours and will act as the in-life contact for you after the Service Start Date and will, remotely:

- (a) conduct service reviews of your Associated Services via audio meetings on a three-monthly basis. The Desk-based Quarterly Essential Review does not include any face-to-face meetings; and
- (b) provide a point of escalation within BT for you related to service delivery, service design, service assurance and complaints.

### 2.12.2 Desk-based Quarterly Review and Desk-based Monthly Review

BT will appoint a Client Service Manager who will be available during Business Hours and will, remotely:

- (a) conduct reviews of the Associated Services via audio meetings on a monthly or three-monthly basis, depending on the Client Service Management option selected in the Order. The Desk-based Quarterly Review and Desk-based Monthly Review options do not include any face-to-face meetings;
- (b) produce and manage a service development plan based on the Service Levels. The service development plan is aimed at maintaining and where appropriate improving the delivery of the Support Service and any Associated Services to you; and
- (c) where you have selected a performance reporting option, monitor network performance against the specific Service Levels set out in any Associated Services Associated Services Schedule and manage delivery of your Service Reports.

### 2.12.3 Face-to-face Quarterly Review and Face-to-face Monthly Review options

BT will appoint a Client Service Manager who will be available during Business Hours and will remotely:

- (a) conduct reviews of the Associated Services on a monthly or three-monthly basis, depending on the Client Service Management option selected in the Order;
- (b) produce and manage a service development plan based on the Service Levels. The service development plan is aimed at maintaining and where appropriate improving the delivery of the Support Service and any Associated Services to you;
- (c) where you have selected a performance reporting option, monitor network performance against the specific Service Levels set out in the relevant Schedule for the Associated Services and manage delivery of your Service Reports;
- (d) contribute to the overall strategy for the Associated Services and provide recommendations in relation to the Associated Services; and
- (e) provide attendance at a BT change advisory board on your behalf and advise you of any recommendations resulting from the board in relation to the Associated Services.

## 2.13 Release Management

### 2.13.1 BT will;

- (a) proactively patch the Supported Equipment where high severity or critical security vulnerability patches are released by the relevant vendor; and
- (b) notify the Customer Contact of the scheduled date for patch implementation, which you agree will be no later than 14 Business Days from the vendor's release date.

## 2.14 Care Levels

2.14.1 BT will provide an Incident repair service as selected by you in the Order, and further set out in the Table 1: Care Levels in Part C (Service Levels).

2.14.2 The service will be provided during the hours indicated in the table set out in Part C (Service Levels) as relevant to the Care Level selected.

2.14.3 The Business Premium Care Level is not available at a Site where the Associated Services are delivered via ADSL.

2.14.4 Care Levels will cover the following:

- (a) Incidents resulting from normal wear and tear of Supported Equipment; and
- (b) for an additional Charge, Incidents from other causes, including:



- (i) Supported Equipment misuse including incorrect environmental conditions such as temperature and humidity, mains electrical surges or failures;
- (ii) lightning damage to Supported Equipment including electromagnetic interference or any other accidental or deliberate damage;
- (iii) correction of defects following the removal or connection of Supported Equipment other than by BT;
- (iv) connection by you of other equipment to the Supported Equipment;
- (v) denying BT access to the Supported Equipment; and
- (vi) unauthorised activity or access to your Customer Network where installation of the last archived configuration of your Customer Network has not resolved the Incident.

2.14.5 Care Levels do not cover:

- (a) IP telephony handsets;
- (b) loss of any Software programmes on Supported Equipment; and
- (c) repair, replacement, provisioning or re-routing of your wiring or cabling to Supported Equipment.

2.14.6 In respect of any of the Care Levels you have chosen for your Managed Service Package as set out in Paragraph 2.14.1:

- (a) you may report Incidents 24x7;
- (b) if you ask BT to carry out any work outside Business Hours for the Site, you will incur additional Charges;
- (c) Care Levels may not be available for all Sites, countries or regions;
- (d) you acknowledge that the same Care Level will apply to all Associated Services of the same technology type that BT provides at a Site and you will only be able to select different Care Levels at a Site where there are different technology types at that Site;
- (e) BT may, on giving as much prior Notice as is reasonably possible, terminate BT's obligation to provide the Care Levels in respect of certain Supported Equipment if at any time BT is unable to obtain support from BT's suppliers to enable BT to provide the Care Levels. This may result in BT not being able to provide part or all of the Support Service. Any failure by BT to provide the Care Levels as a result of this Paragraph 2.14.6(e), will be excluded from any right by you to claim that BT has not met any Service Levels;
- (f) you will co-operate with BT to help log and resolve Incidents including, providing all information reasonably required by BT and undertaking remote diagnostics;
- (g) if the Customer Contact is not available at all reasonable times to help BT resolve the Incident, BT will not be liable to you for failure to meet the applicable target response and repair times for your Care Level;
- (h) BT will resolve Incidents in the Supported Equipment, in BT's discretion, by repair or replacement either in whole or in part; and
- (i) you may incur additional Charges if you fail to return replaced items to BT within 10 Business Days of BT requesting you to do so.

### 3 Service Management Boundary

- 3.1 BT will provide and manage the Support Service in accordance with this Schedule and in accordance with the applicable Associated Services Schedules as set out in any applicable Order ("**Service Management Boundary**").
- 3.2 Where BT is required to link to or utilise a non-BT provided network to enable BT to provide the Support Services to you, and there is a subsequent failure to the third party network which causes disruption to the Support Services, BT will have no liability to you relating to provision and performance of the Support Services and BT's inability to provide the Support Services, or its effect on other Associated Services. Any subsequent maintenance activity required on the Support Services will be subject to agreement and BT may raise additional Charges for such work. Any Service Levels will not apply.
- 3.3 If your Customer Equipment (where BT has agreed in writing that such Customer Equipment may be used) has reached End of Life, BT may not be able to provide you with the full Support Service or Associated Services or software updates or maintenance. BT will have no liability for failure to provide the full Support Service or Associated Services. Any Service Levels will not apply.

### 4 Notification of Incidents

Where you become aware of an Incident:

- 4.1 the Customer Contact will report it to the Service Desk;
- 4.2 BT will give you a Ticket;
- 4.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:



- (a) you confirm that the Incident is cleared within 24 hours after having been informed; or
  - (b) BT has attempted unsuccessfully to contact you, in the way agreed between both of us in relation to the Incident, and you have not responded within 24 hours following BT's attempt to contact you.
- 4.4 If you confirm that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.
- 4.5 Where BT becomes aware of an Incident, Paragraphs 4.2 and 4.3 and will apply.

### 5 Specific Terms

#### 5.1 Minimum Period of Service

- 5.1.1 The Support Service is subject to the same Minimum Period of Service as the Associated Service it is supporting.

#### 5.2 Termination of the Support Service where the associated Supported Service also terminates

- 5.2.1 If either of us has given Notice to the other of an intention to terminate any part of the Associated Service, then the Support Service for that Associated Service will automatically terminate and you will be liable for the Termination Charges of the Associated Service as set out in the Associated Service Schedule or Order.

#### 5.3 Invoicing

- 5.3.1 The Charges for the Support Service are included within the Charge for the Associated Service.

#### 5.4 Resale

BT will provide the Support Service for your own use, including by your Users.

#### 5.5 Service Exclusions

- 5.5.1 You acknowledge that the Support Service is subject to:
  - (a) operational, technical or approval limitations with any third party;
  - (b) survey availability; and
  - (c) location.
- 5.5.2 BT does not guarantee it can provide you with the Supported Service to all Associated Services at all Sites and is not liable to you for any failure to do so.

#### 5.6 Security

- 5.6.1 BT will configure Support Service elements in accordance with BT's implementation of technical and organisational security measures appropriate to the risk represented by the use and the nature of your data unless BT has agreed alternative policies or instructions with you.
- 5.6.2 Whenever BT becomes aware that security has been compromised, BT may take any appropriate action in order to limit any further occurrences of fraud, misuse, unwanted or unauthorised activity or access to the BT Network.
- 5.6.3 BT accepts no liability for any such incidents or for any information held on the BT Network, whether:
  - (a) generated within the BT Network or transmitted onto it from the Internet or otherwise; or
  - (b) for any loss or damage suffered by you including toll fraud, corruption or destruction of any data held on the BT Network, which occurs as a result of any breach of security, irrespective of the cause.
- 5.6.4 You will therefore take responsibility for:
  - (a) the content and application of security policies designed to prevent unwanted or unauthorised activity or access to the BT Network; and
  - (b) the implementation of suitable data archiving or other housekeeping activities which could minimise the effect of any breach of security.

#### 5.7 TUPE

- 5.7.1 You warrant that, as a result of BT providing the Support Service, there is no person whose contract of employment will have the effect as if it was originally made between that person and BT in accordance with the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") or otherwise.
- 5.7.2 You will indemnify BT and keep BT indemnified from and against any TUPE liabilities that BT suffers or incurs arising from the transfer to BT of the contract of employment of any person in breach of the warranty given at Paragraph 5.7.1 including, without limitation, any TUPE liabilities suffered or incurred in connection with:
  - (a) any employment costs of any such person; or
  - (b) the employment or termination of employment of any such person prior to, on or after the Service Start Date.



- 5.7.3 The full or partial transfer of the Support Service from BT to you or any Successor Supplier may be a Relevant Transfer, as defined in TUPE.
- 5.7.4 Where a Relevant Transfer occurs, except where any outgoing employees have objected in accordance with regulation 4(7) of TUPE, the employment contracts of the outgoing employees will be effective on and from the Service Transfer Date as if they were originally made between the outgoing employees and you (or where appropriate the Successor Supplier) except to the extent provided by TUPE.
- 5.7.5 Where Paragraph 5.7.4 applies:
- (a) BT will provide employee liability information for the outgoing employees in accordance with regulation 11 of TUPE;
  - (b) BT will discharge the employee costs for the outgoing employees up to the Service Transfer Date;
  - (c) you will, or will ensure that any Successor Supplier will, discharge the employee costs for the outgoing employees on and from the Service Transfer Date and make all necessary apportionments;
  - (d) we will each indemnify the other party (or where appropriate, the successor supplier) against all TUPE Liabilities arising from either of our failures to comply with the obligations set out in this Paragraph 5.7.5;
  - (e) BT will indemnify you (or where appropriate any successor supplier) from and against all TUPE Liabilities arising in connection with, or as a result of any act or omission of BT relating, to any outgoing employees' employment prior to the Service Transfer Date; and
  - (f) you will indemnify BT from and against all TUPE Liabilities arising in connection with, or as a result of any act or omission of you (or where appropriate any Successor Supplier) relating to, any outgoing employees' employment on or after the Service Transfer Date.
- 5.7.6 Any Successor Supplier will have the right to enforce the obligations owed to you, and the indemnities given to you by BT under Paragraph 5.7.5, in accordance with section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

## 6 BT's Obligations

### 6.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Support Service, BT will:

- 6.1.1 provide you with contact details for the Service Desk;
- 6.1.2 In relation to PDS installation services, BT will:
  - (a) prepare your specific technical design specification for the required Supported Service. BT may invoice you for additional Charges for any subsequent request by you for additional work outside the scope of the original technical design specification;
  - (b) agree a roll out plan with you detailing delivery of your Supported Service at your Site;
  - (c) where applicable, co-ordinate the provision and delivery of any Supported Equipment to your Site;
  - (d) unless otherwise agreed, configure the software for your Supported Equipment to install a standard security policy and a standard configuration under which SMTP/MIME, FTP and HTTP protocols are enabled where you have installed Firewalls; and
  - (e) provide any necessary patching and interconnect cabling where the Supported Equipment is to be connected to a LAN.

### 6.2 During Operation

On and from the Service Start Date, BT:

- 6.2.1 may carry out Planned Maintenance from time to time and will endeavour to inform you at least five Business Days before any Maintenance to the Support Service, however you agree BT may inform you with less notice than normal where emergency Maintenance is required or where BT has not been provided by sufficient notice by a supplier.

### 6.3 The End of the Service

- 6.3.1 On termination of the Support Service by either one of us, or notification of expiry, BT:
  - (a) will remove the existing configuration from any Supported Equipment and reset the user name and password to allow customer access;
  - (b) may disconnect and remove any BT Equipment located at the Site(s); and
  - (c) may delete any Content.

## 7 Your Obligations

### 7.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Support Service, you will:

- 7.1.1 allow BT to set up any specialist equipment at your Site(s) which is required for performance of BT's obligations under this Schedule;
- 7.1.2 in jurisdictions where an employer is legally required to make such disclosure to its Users and employees:
  - (a) inform your employees and Users that as part of the Support Service and Associated Services being delivered by BT, BT may monitor and report to you the use of any targeted applications by your employees or Users;
  - (b) ensure that your employees and Users have consented or will be deemed to have consented to such monitoring and reporting (if such consent is legally required); and
  - (c) agree that BT will not be liable for any failure by you to comply with this Paragraph 7.1.2, you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph 7.1.2.
- 7.1.3 ensure that the LAN protocols and applications you use will be compatible with the Support Services and Associated Services;
- 7.1.4 where the Support Service requires BT to manage or exercise rights in connection with third party licence, ensure that all necessary use and access rights under those licences are provided to BT at least 10 Business Days prior to commencement of commissioning of equipment;
- 7.1.5 ensure that all such necessary use and access rights required as set out in Paragraph 7.1.4 are maintained for BT at all times throughout the provision of the Support Service;
- 7.1.6 for any Customer Equipment used in the Support Service, be responsible for ensuring compliance with Applicable Law, including obtaining (if required) local import and User licenses and the written authority from all respective authorities, particularly for countries where the use and import of encryption Software and devices may be restricted by Applicable Law, or the export and re-export of the encryption Software or devices may be subject to the United States of America export control law and not act to misuse the Support Service as provided by BT to contravene or circumvent these laws. BT may treat any contravention of these laws as a material breach and:
  - (a) suspend the Support Service and BT may refuse to restore these Services until BT receives an acceptable assurance from you that there will be no further contravention; or
  - (b) terminate the Support Service upon Notice in accordance with the terms of the Contract.

## 7.2 During Operation

On and from the Service Start Date, you will:

- 7.2.1 ensure the compatibility of any applications it wishes to use with the Support Services and Associated Services, other than where such applications are provided by BT under this Schedule;
- 7.2.2 comply with the provisions of any Software licences provided with or as part of the Support Service;
- 7.2.3 ensure that the number of Authorised Users will not exceed the number agreed between us;
- 7.2.4 not allow any Authorised User subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual Authorised User, in which case you will ensure the prior Authorised User will no longer have any right to access or use the Support Service;
- 7.2.5 if Third Party software is required in order to operate the Support Services or any Associated Services, be responsible for ensuring that it has the appropriate number and type of software licences available and that the software is available in an appropriate format, and that any applications (other than ones provided by BT as part of the Support Service) are compatible with the Support Service;
- 7.2.6 where applicable, authorise BT to take over the management control of lines already provided by BT under a separate contract and to make such changes to them, as BT deems appropriate including updating corporate account records so Charges can be invoiced under this Schedule; and
- 7.2.7 notify BT of any planned work that may affect the Support Services or a Supported Service or that may cause an Incident.

## 7.3 WAN Obligations

Where BT is providing a WAN service but not the associated LAN as part of your Associated Services, you will:

- 7.3.1 be responsible for the design, configuration, implementation, maintenance and support of such LAN;
- 7.3.2 be responsible for the integration of features and functionality between BT's WAN service with such LAN; and
- 7.3.3 be responsible for ensuring that such LAN solution integrates with BT's WAN.

## 7.4 LAN Obligations

Where BT is providing a LAN service but not the associated WAN as part of your Associated Services, you will:

- 7.4.1 be responsible for the design, configuration, implementation, maintenance and support of such WAN;
- 7.4.2 be responsible for the integration of features and functionality between BT's LAN service with such WAN; and
- 7.4.3 be responsible for ensuring that such WAN solution integrates with BT's LAN.

7.5 **Ready for Acceptance and Acceptance Tests**

- 7.5.1 BT will conduct a series of standard tests on the Support Service and Associated Services ("**Combined Services**") as applicable to ensure that they are configured correctly.
- 7.5.2 For clarity, this Paragraph 7.5 applies to the relevant Supported Service regardless of whether you procure such service from BT or Third Parties.
- 7.5.3 On the date that BT has completed the activities in this Paragraph 7.5, confirm to you the Service Start Date or, if applicable, that the Service is available for performance of any Acceptance Tests.
- 7.5.4 You will carry out the Acceptance Tests for the Combined Services within five Business Days after receiving Notice from BT in accordance with Paragraph 7.5.3.
- 7.5.5 The Combined Services are accepted by you if you give BT Notice that the Acceptance Tests have been passed during the Acceptance Test Period or is treated as being accepted by you if you do not provide BT with Notice to the contrary by the end of the Acceptance Test Period.
- 7.5.6 Subject to Paragraph 7.5.7, the Service Start Date will be the earlier of the following:
  - (a) the date that you confirm acceptance of the Combined Services in writing in accordance with Paragraph 7.5.5; or
  - (b) the date of the first day following the Acceptance Test Period.

and you acknowledge that Charges for the Combined Services apply from this Service Start Date unless otherwise set out in the applicable Schedule.

- 7.5.7 If, during the Acceptance Test Period, you provide BT Notice that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and provide you Notice that BT has remedied the non-conformance and inform you of the Service Start Date.
- 7.5.8 Where the non-conformance is outside the scope of the Service, or due to delays or inaccuracies in information that you have provided BT, BT may apply Additional Charges to remedy the non-conformances.



## Part B – Service Levels

### 8 Resolution Service Levels

#### 8.1 Maintenance Care Level and Resolution Service Level targets

- 8.1.1 BT aims to respond to an Incident within the Response Hours during the Coverage Period as set out in the table below.
- 8.1.2 BT aims to resolve an Incident within the Resolution Hours during the Coverage Period as set out in Table 1: Care Levels below ("**Resolution Service Level**").
- 8.1.3 Where BT opens a Problem Record as set out in Paragraph 2.11, and the root cause of the Incident is unknown, BT will use reasonable endeavours to resolve the Incident within the applicable Care Level, but you acknowledge that no service credits apply in this instance.

**Table 1: Care Levels**

Maintenance Care Level target and Resolution Service Level	Standard Care Level	Enhanced Care Level	Business Care Level	Business Premium Care Level
Coverage Period	Mon- Fri 08.00 – 17.00	24x7	Mon – Sat + Bank Holidays 08.00 – 21.00	24x7
Response Hours during the applicable Coverage Period	4	2	2	2
Resolution Hours during the applicable Coverage Period	18	20	8	5

- 8.2 Service Levels and Service Credits that are applicable to an individual Supported Service will be set out in the relevant Supported Service Schedule.



### Part C – Defined Terms

#### 9 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule):

**"Acceptance Test Period"** means a period of five Business Days, or such other period as may be specified in the applicable Schedule, after receiving Notice from BT that a Service (or part of a Service) is available for performance of any Acceptance Tests.

**"Acceptance Tests"** means those objective tests conducted by you that when passed confirm that you accept a Service, or the relevant component of a Service, and that a Service (or the relevant component of a Service) is ready for use save for any minor non-conformities that will be resolved as an Incident in accordance with the terms of this Schedule.

**"Access Line"** means a Circuit connecting the Site(s) to the BT Network or POP as applicable to the Service.

**"Additional Charges"** means any fees payable by you, in addition to those set out in any applicable Order, for deviations from the standard provision of a Service, as set out in the Schedule.

**"ADSL"** means asymmetric digital subscriber line.

**"Associated Service(s)"** means the underlying BT products and services that BT provides, in accordance with the Associated Services Schedule, that are supported by this Support Service that you select on the Order.

**"Associated Services Schedule"** means the schedule(s) that govern the provision of your Associated Service.

**"Authorised Users"** means Customer Contacts that you authorise to access and use a Service.

**"Business Hours"** means between the hours of 0800 and 1700 in a Business Day.

**"Care Level"** means the level of Incident repair service as set out in the Paragraph 8, Table 1: Care Levels in Part C (Service Levels).

**"Circuit"** means any line, conductor, or other conduit between two terminals by which information is transmitted, and that is provided as part of the Service.

**"Client Service Manager"** means your in-life point of contact in BT for Service reviews after a Service Start Date.

**"Configuration File"** means the security requirement records for your Services.

**"Configuration Items"** means any service component, infrastructure element or other item that needs to be managed in order to ensure the successful delivery of services.

**"Content"** means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.

**"Coverage Period"** means the period of time during which BT is available to respond to or resolve Incidents as set out in the relevant Schedule

**"Customer Network"** means your own network.

**"End of Life"** means any hardware or software or other service that is no longer supported by the manufacturer, vendor or supplier and is incapable of cost-effective upgrade or update to a supported version.

**"Firewall"** means a hardware device together with any associated Software, designed to prevent unauthorised access to your LAN.

**"Host Site"** means a Site where your master application and data servers are located.

**"Local Area Network"** or **"LAN"** means the infrastructure that enables the ability to transfer IP services within Site(s) (including data, voice and video conferencing services).

**"Maintained Service"** means a form of Support Service providing support for a Supported Service as further described on the applicable Order.

**"Managed Service"** means a form of Support Service providing support for a Supported Service as further described on the applicable Order.

**"Minimum Period of Service"** or **"MPOS"** means the minimum number of consecutive months that a Service is provided for, as set out in the applicable Order, beginning on a Service Start Date.

**"Network Terminating Equipment"** or **"NTE"** means the socket where your wiring, equipment or existing qualifying data service is connected to the Access Line.



**“Planned Maintenance”** means any Maintenance BT has planned to do in advance.

**“Point of Presence”** or **“PoP”** means the location of equipment within the BT Network connected by a dedicated Circuit from the Site.

**“Professional Services”** means a form of Support Service providing support for a Supported Service as further described on the applicable Order.

**“Recurring Charges”** or **“Regular Charges”** means the Charges for a Service or applicable part of a Service that are invoiced repeatedly in every payment period (e.g. quarterly), as set out in any applicable Order.

**“Router”** means a device that forwards data packets between computer networks, creating an overlay internetwork.

**“Service Desk”** means the English-speaking helpdesk that you will be able to contact to submit Service requests, report Incidents and ask questions about a Service.

**“Service Introduction Charges”** means those Charges set out in any applicable Order in relation to installation or onboarding of a Service or any Customer Equipment or BT Equipment or Purchased Equipment as applicable.

**“Service Report(s)”** means a report showing the number of Incidents reported and resolved in relation to your Associated Services during the relevant reporting period.

**“Simple Service Request Service”** or **“SSR”** means a simple service request service provided by BT that enables you to request changes to your Support Service and Associated Services

**“Stack”** means a collection of components or Services that are used to provide a software solution or application.

**“Successor Supplier”** means any person or entity that provides all or part of a Service or services similar or equivalent to all or part of the Services instead of BT (or its subcontractors).

**“Support Service”** has the meaning given in Paragraph 1.

**“Support Service Component(s)”** means the components listed in Paragraph 2.

**“Support Service Package”** means a predefined package of Support Service Components as set out in the Order that is available for your selection.

**“Support Service Package Option”** means a Support Service Component available for a Support Service Package as an option.

**“Supported Equipment”** means the BT Equipment, Purchased Equipment or Customer Equipment that is maintained as part of a Maintained Service which is a Support Service.

**“Ticket”** means the unique reference number provided by BT for an Incident and that may also be known as a “fault reference number”.

**“Third Party”** means a party who is neither the Customer nor BT.

**“WAN”** means wide area network.

**“Wires Only Service”** means where a Service is provided without Managed Equipment and terminates on the Router that you provide for use with the applicable Service.