



# Support Services Schedule to the General Terms

## Part A – The Support Services

### 1 Service Summary

- 1.1 BT will provide the Customer with either a Managed Service, Maintained Service or Professional Service, as selected by the Customer as set out in the Order (the “**Support Services**”) for the Associated Services.
- 1.2 The Customers Support Service will consist of the Customers 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

The Customers 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 the Customer with a Service Desk that the Customer will report all Incidents to and that will:
  - (a) record all Incidents that the Customer or BT reports;
  - (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 the chosen Support Service Package or Care Level;
  - (f) be available to contact by telephone, e-mail or online;
  - (g) aim to pick up calls within 30 seconds;
  - (h) aim to contact the Customer within 30 minutes of an Incident being raised in respect of the Customers Associated Services; and
  - (i) operate 24x7.

#### 2.2 Service Request

##### 2.2.1 Simple Service Request

- (a) BT will provide the Customer with a Simple Service Request Service (“**SSR**”) that enables the Customer to request changes to the Support Service and Associated Services.
- (b) BT will only proceed with a SSR once the Customer has provided BT with all information that BT reasonably requires to complete the SSR.
- (c) BT will provide the Customer with access that will allow the Customer to request, manage and monitor the progress of the SSRs.
- (d) BT will action the SSR during Business Hours and complete it before the end of the next Business Day.
- (e) BT may charge the Customer for service requests if BT considers that the number or frequency of such requests are excessive. BT and the Customer 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 the Customer selects this Support Service Component, the Customer 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 installation instructions where available;
- (c) connecting the equipment to a suitable power source in accordance with the 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 the Customer selects 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 Operational Service 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 the Customer on the Order, provide the Customer 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 the Customer 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 the Customer in all matters relating to the project.
- (ii) The project coordinator will be office based and will not conduct face to face meetings with the Customer.

#### (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 the Customer up to three times which will take the form of:
  - (iii) an initial meeting to agree the implementation plan for the Supported Service;
  - (iv) a meeting at an agreed midpoint in the delivery of the Supported Service; and
  - (v) a project review meeting towards the conclusion of the delivery of the Associated Services.
- (vi) The Customer 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, the Customer may order up to two additional PDS Hybrid Project Management face to face day visits.
- (viii) The Customer will be charged for all reasonable travel and accommodation expenses if it requires 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 the Supported Service and will act as a single point of contact for the Customer in all matters relating to the installation of the Supported Service.
- (ii) The BT Project Manager will be available to meet the Customer face to face on a reasonable number of occasions as agreed between BT and the Customer to agree the implementation plan and conduct project review meetings as appropriate.
- (iii) The Customer will be charged for all reasonable travel and accommodation expenses if it requires the BT Project Manager to travel outside the UK.

## 2.4 Release Management

### 2.4.1 General terms for Release Management

- (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 the 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 selected on the Order.
- (c) The Customer 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 2.4.1(a) - 2.4.1(c), BT will attend the 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 BT and the Customer, at a time agreed between us and the Customer will incur Charges if it requires Software to be installed outside of Business Hours;
  - (ii) BT will notify the Customer if the Customer Equipment is not compatible and any replacement of incompatible Customer Equipment will be at the Customers own cost; and
  - (iii) BT will notify the Customer as soon as reasonably practicable of the duration and impact of any Supported Equipment downtime as a result of BT installing the Software updates.

### 2.4.2 Software Update Service – Managed Service

BT will;

- (a) proactively patch the Supported Equipment where high severity or critical security vulnerability patches are released by the relevant vendor;
- (b) notify the Customer Contact of the scheduled date for patch implementation; and
- (c) except during the first six months from the Operational Service 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.

## 2.5 Change Enablement

### 2.5.1 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.

### 2.5.2 Standard Change Enablement

BT will, in addition to those obligations set out in Paragraph 2.5 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 the Customer (other than for emergency changes)
- (c) engage with the Customer before closing a change;
- (d) investigate unsuccessful changes and agree any actions to be taken with the Customer; and
- (e) provide a procedure for emergency changes.

## 2.6 Configuration Management

### 2.6.1 Essential Configuration Management

BT will:

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

### 2.6.2 Standard Configuration Management

In addition to Paragraph 2.6.1 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 the Customers Configuration Items.

### 2.6.3 Archive and Restore

In addition to Paragraphs 2.6.1 and 2.6.2, BT will:

- (a) archive the Customers Configuration Files and carry out configuration restoration in the event of a failure on the 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.

## 2.7 Measurement and Reporting

- 2.7.1 BT will deliver a monthly Service Report to the Customer.
- 2.7.2 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.
- 2.7.3 The Customer acknowledges that Service Reports may not provide data for all Associated Services.
- 2.7.4 The Customer 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.

## 2.8 Product Relevant Reporting

### 2.8.1 Network Reporting

- (a) BT will provide the Customer with a range of performance reports which will show the performance of the Supported Equipment, systems and applications used through the Associated Services at a current point in time and, during the previous 12 months.
- (b) Network Reporting will provide the Customer 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 the Customer with access to a set of pre-defined reporting data to run and produce reports as and when required.

### 2.8.2 IPSLA Reporting

If the Customer selects 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. The Customer may access all available reports via the network performance reporting application  
(together "IPSLA Reporting")

The Customer acknowledges that IPSLA Reporting is not available with all Associated Services.

### 2.8.3 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 the Customer 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. The Customer may access all available reports via the application performance reporting application  
(together "Application Reporting")

The Customer acknowledges that Application Reporting is not available with all Associated Services. Application Reporting data is restricted to 8000 data flows per second on the Customers network. If the network exceeds 8000 data flows per second in-life, BT reserves the right to suspend collection of the Application Reporting data until a design review is completed.

## 2.9 Monitoring and Event Management:

- 2.9.1 BT will, where not already provided as part of the Customers Support Service/where necessary, provide a single management link between the Customers 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 the Customer within one hour of detecting an Incident; and
- (iv) inform the Customer what action has been taken or is required to resolve the Incident.

## 2.10 Availability Management

### 2.10.1 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.

### 2.10.2 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 the Customer regarding the performance of the relevant Associated Services and discuss these with the Customer;
- (d) provide an availability plan in an agreed format, based on BT's recommendations and discussions with the Customer, 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.

## 2.11 Capacity Management

### 2.11.1 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.

### 2.11.2 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 the Customer regarding the performance of its network; and
- (d) specify the content of the report, as well as the frequency and format, together with available options and facilities.

## 2.12 Problem Management

### 2.12.1 Essential Problem Management

BT will:

- (a) create and manage a "**Problem Ticket**" to identify the underlying root cause of issues in order to prevent Incidents from re-occurring. A problem is characterised as the root cause of one or more incidents.
- (b) handle all problem management internally within BT (there will be no external reports issued).

### 2.12.2 Standard Problem Management

BT will:

- (a) open a "**Problem Record**" for any Incident that BT agrees causes a significant disruption to the Customers 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 2.12.1 (a) above and prevent repetition of such Incident; and
- (c) discuss the findings of the Problem Management investigation with the Customer.

### 2.12.3 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"**.

## 2.13 Client Services Management

### 2.13.1 Desk-based Quarterly Essential Review

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

- (a) conduct service reviews of the Customers 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 the Customer related to service delivery, service design, service assurance and complaints.

### 2.13.2 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 the Customer; and
- (c) where the Customer has 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 the Service Reports.

### 2.13.3 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 the Customer;
- (c) where the Customer has 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 the 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 the Customers behalf and advise it of any recommendations resulting from the board in relation to the Associated Services.

## 2.14 Care Levels

2.14.1 BT will provide an Incident repair service as selected by the Customer 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 the Customer of other equipment to the Supported Equipment;
- (v) denying BT access to the Supported Equipment; and
- (vi) unauthorised activity or access to the Customer Network where installation of the last archived configuration of the 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 the Customers wiring or cabling to Supported Equipment.

### 2.14.6 In respect of any of the Care Levels the Customer has chosen for its Managed Service Package as set out in Paragraph 2.14.1:

- (a) the Customer may report Incidents 24x7;
- (b) if the Customer asks BT to carry out any work outside Business Hours for the Site, the Customer will incur additional Charges;
- (c) Care Levels may not be available for all Sites, countries or regions;
- (d) the Customer acknowledges that the same Care Level will apply to all Associated Services of the same technology type that BT provides at a Site and the Customer 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 Customer 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 the Customer to claim that BT has not met any Service Levels;
- (f) the Customer 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 the Customer for failure to meet the applicable target response and repair times for the Customers 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) the Customer may incur additional Charges if it fails to return replaced items to BT within 10 Business Days of BT requesting it 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 the Customer, and there is a subsequent failure to the third party network which causes disruption to the Support Services, BT will have no liability to the Customer 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 the 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 the Customer 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 the Customer becomes aware of an Incident:

- 4.1 the Customer Contact will report it to the Service Desk;
- 4.2 BT will give the Customer a Ticket;
- 4.3 BT will inform the Customer when it believes the Incident is cleared and will close the Ticket when:
  - (a) the Customer confirms that the Incident is cleared within 24 hours after having been informed; or



- (b) BT has attempted unsuccessfully to contact the Customer, in the way agreed between BT and the Customer in relation to the Incident, and the Customer has not responded within 24 hours following BT's attempt to contact it.

4.4 If the Customer confirms 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 will apply.

## 5 Specific Terms

### 5.1 Minimum Term

The Support Service is subject to the same Minimum Term as the Associated Service it is supporting.

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

If either BT or the Customer 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 the Customer will be liable for the Termination Charges of the Associated Service as set out in the Associated Service Schedule or Order.

### 5.3 Invoicing

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 the Customers own use, including by its Users.

### 5.5 Service Exclusions

5.5.1 The Customers 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 the Customer with the Supported Service to all Associated Services at all Sites and is not liable to the Customer 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 the Customers data unless BT has agreed alternative policies or instructions with the Customer.

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 the Customer 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 The Customer 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 The Customer warrants 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 The Customer 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 Operational Service Date.
- 5.7.3 The full or partial transfer of the Support Service from BT to the Customer 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 the Customer (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) the Customer 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) BT and the Customer will each indemnify the other party (or where appropriate, the successor supplier) against all TUPE Liabilities arising from either of each other's failures to comply with the obligations set out in this Paragraph 5.7.5;
  - (e) BT will indemnify the Customer (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) the Customer will indemnify BT from and against all TUPE Liabilities arising in connection with, or as a result of any act or omission of the Customer (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 the Customer, and the indemnities given to it 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 Operational Service Date and, where applicable, throughout the provision of the Support Service, BT will:

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

- 6.2.1 may carry out Planned Maintenance from time to time and will endeavour to inform the Customer at least five Business Days before any Maintenance to the Support Service, however the Customer agrees BT may inform it 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 BT or the Customer, or notification of expiry, BT:
  - (a) will remove the existing configuration from any Customer 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 Customer Obligations

### 7.1 Service Delivery

Before the Operational Service Date and, where applicable, throughout the provision of the Support Service, the Customer will:

- 7.1.1 allow BT to set up any specialist equipment at the 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 the Customers employees and Users that as part of the Support Service and Associated Services being delivered by BT, BT may monitor and report to the Customer the use of any targeted applications by its employees or Users;
  - (b) ensure that the Customers 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 the Customer to comply with this Paragraph 7.1.2, the Customer will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to the Customers failure to comply with this Paragraph 7.1.2.
- 7.1.3 ensure that the LAN protocols and applications the Customer uses 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 the Customer 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 Operational Service Date, the Customer 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 BT and the Customer;
- 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 the Customer 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 the Associated Services, the Customer 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 the Associated Services, the Customer 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 the Customer procures 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 the Customer the Operational Service Date or, if applicable, that the Service is available for performance of any Acceptance Tests.
- 7.5.4 The Customer 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 the Customer if it gives BT Notice that the Acceptance Tests have been passed during the Acceptance Test Period or is treated as being accepted by the Customer if it does 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 Operational Service Date will be the earlier of the following:
  - (a) the date that the Customers 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 the Customer acknowledges that Charges for the Combined Services apply from this Operational Service Date unless otherwise set out in the applicable Schedule.
- 7.5.7 If, during the Acceptance Test Period, the Customer provides BT Notice that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and provide the Customer Notice that BT has remedied the non-conformance and inform the Customer of the Operational Service Date.
- 7.5.8 Where the non-conformance is outside the scope of the Service, or due to delays or inaccuracies in information that the Customer has 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 2.12, and the root cause of the Incident is unknown, BT will use reasonable endeavours to resolve the Incident within the applicable Care Level, but the Customer acknowledges 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<br>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

**For the purposes of this Schedule defined terms and abbreviations shall have the meaning ascribed to them within the body of the Schedule or below:**

**"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 the Customer that when passed confirm that the Customer accepts 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.

**"Applicable Laws"** means the laws as set out in the Contract as may be amended from time to time.

**"Additional Charges"** means any fees payable by the Customer, 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.

**"Annex"** means any annex to the Schedule that describes the Service or sets out specific terms that apply to it.

**"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 the Customer selects on the Order.

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

**"Authorised Users"** means Customer Contacts that the Customer authorises 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).

**"Charges"** means the fees and charges that the Customer pays in relation to Service as set out in the Contract.

**"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.

**"Claims"** means any legal claims, actions or proceedings against BT or the Customer, whether threatened or actual, whether by a third party or the other party to this Contract.

**"Client Service Manager"** means the Customers in-life point of contact in BT for Service reviews after a Operational Service Date.

**"Configuration File"** means the security requirement records for the Customers 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.

**"Contract"** means the agreement between the Customer and BT that is made up of the General Terms, the Schedule, any Annexes, the Order, and if applicable to the Service, the BT Price List.

**"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 Contact"** means any individuals authorised to act on your behalf for Service management matters.

**"Customer Network"** means the Customers 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 the Customers LAN.

**"General Terms"** means the General Terms specified in the Order.

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

**"Incident"** means any unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.

**"Internet"** means a global system of interconnected networks that use a standard TCP/IP Internet Protocol suite to link devices worldwide.

**"Internet Protocol"** or **"IP"** means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data, and for relaying datagrams across network boundaries.

**"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 Term"** means the minimum number of consecutive months that a Service is provided for, as set out in the applicable Order, beginning on a Operational Service Date.

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

**"Notice"** means any notice to be given by one of us to the other under the Contract in accordance with the Contract.

**"Open Source Software"** means software BT has distributed to the Customer that is licensed under a separate open source licence.

**"Order"** means any order or part of an Order you give to BT that is accepted by BT for the Service.

**"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.

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

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

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



**"Simple Service Request Service"** or **"SSR"** means a simple service request service provided by BT that enables the Customer to request changes to its Support Service and Associated Services.

**"Site"** means the physical Customer location to which the Service will be provided. Such Site may be Customer or third party owned.

**"Software"** means any software in object code format only and related documentation (whether on tangible or intangible media) that BT provides to the Customer as part of the Service. It includes any embedded software but it excludes Open Source Software.

**"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 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 the Customer's 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 part of a Maintained Service or Managed Service (as set out in the Order) which is a Support Service.

**"Termination Charges"** means any charges payable by you to BT on termination of the Service or the Contract in whole or in part during the Minimum Term.

**"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.

**"User"** means any person who is permitted by the Customer to use or access a Service.

**"WAN"** means wide area network.