BT iNcare
Schedule to the General Terms

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A note on 'you'

'You' and 'your' mean the Customer.

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 iNcare Service

1 Service Summary

BT will provide you with the comprehensive support service for Customer Equipment, providing desk-to-desk support, access to Customer Equipment Manufacturer updates and escalation, advanced hardware replacement and optional onsite engineering, comprising:

1.1 a combination of the Standard Service Components; and

1.2 any of the Service Options as set out in any applicable Order,

up to the point of the Service Management Boundary as set out in Paragraph 4 ("**iNcare Service**").

2 Standard Service Components

The iNcare Service has a modular structure in which Standard Service Components are combined to form a range of standard services with associated Service Levels that are identified by service level codes and descriptors as set out in **Table 2** in Paragraph 15. If you choose a service that is provided by a third party supplier (identified by service level codes that begin with **CARE-3P-**, **CON-** or **CARE-SPOC-**) it will be provided as set out in the service description (if any) provided by the third party supplier. Unless both of us agree otherwise, you will report all Incidents and submit Service Requests as set out in Paragraph 11.

BT will provide you with a combination of the following standard service components ("**Standard Service Components**") in accordance with the details as set out in any applicable Order:

2.1 **Remote technical support**

2.1.1 BT will provide you with technical support by telephone, email or Customer Portal during Service Hours to assist you with your configuration and use of Customer Equipment or to help you identify any problems.

2.1.2 Where appropriate and where you provide BT with a suitable means of remote access to the Customer Equipment, BT may use a remote diagnostic service to help you.

2.1.3 It is your responsibility to implement the resolution of any problem identified with the Customer Equipment, including any changes to the configuration or implementation of any software updates.

2.2 **Advance Hardware Replacement**

2.2.1 Where BT provides you with Advance Hardware Replacement you may either:

(a) let BT know of the hardware you wish to have replaced; or

(b) request BT to carry out remote diagnostics to try to establish the cause of any fault.

Advance Hardware Replacement is subject to the Customer Equipment Manufacturer's confirmation of the hardware faultiness. Where BT provides you with iNcare Service on an End-of-Support basis as set out in Paragraph 8.6, Advance Hardware Replacement is subject to BT's discretion.

2.2.2 Where BT carries out remote diagnostics you may end the remote diagnostic procedure at any time by informing BT of the hardware you wish to have replaced.

2.2.3 BT will send replacement hardware to Site within the Response Time which will start when you have informed BT of the hardware you wish to have replaced as set out in Paragraph 2.2.1(a) or, subject to 2.2.2, when BT has completed the remote diagnostics as set out in Paragraph 2.2.1(b).

2.2.4 BT will provide you with remote technical support (as set out in Paragraph 2.1) during Service Hours to aid your installation of the replacement hardware.

2.2.5 Any replacement hardware that BT supplies will be either new, repaired or refurbished to a similar specification.

2.2.6 Subject to Paragraph 2.2.10, any replacement hardware that BT provides will become your property and the hardware it replaces will become BT's property. Where the replaced hardware is owned by someone else (for example a leasing company) ownership will pass between BT and them instead, as appropriate.

2.2.7 You will return replaced hardware or any hardware incorrectly requested by you to BT at your own expense within two Business Days of your receipt of the replacement hardware. Regardless of this, BT may at its option and expense arrange to collect the replaced hardware instead and if BT does this, collection will normally take place within two Business Days.

2.2.8 When returning hardware to BT you are responsible for making sure that the replaced hardware is properly packaged, including (where applicable) a description of the failure and written specification of any change or alteration made. You will remove all of your data from any replaced hardware before it is returned to BT. BT will not be responsible for the protection, safeguarding or return of any data left on replaced hardware.

2.2.9 In the case of replaced hardware that has special handling requirements (for example, heavy lifting equipment) BT may require the hardware to remain on Site until BT can make suitable arrangements for its collection or return. In these circumstances you will be responsible for safe custody of the hardware until BT collects it or you return it.

2.2.10 In certain circumstances, BT may return the original hardware to you at BT's discretion. You will then return the replacement hardware to BT as set out in Paragraph 2.2.7. Where BT provides you with replacement hardware on a temporary basis the replacement hardware will be BT Equipment and the provisions of Paragraph 7 in respect of BT Equipment will apply.

2.2.11 BT may charge you for any replaced hardware that is not returned as set out in Paragraph 2.2. Such Charge will be at the hardware manufacturer's then current full list price or in the case of hardware for which no current hardware manufacturer's list price exists, at BT's reasonable cost of replacement. BT may also charge you the reasonable costs of transportation and administration where incorrect hardware is requested by you under Paragraph 2.2.1(a) or 2.2.2.

2.2.12 In some circumstances, the Response Times for this Service Option will not apply in the first 30 days after the Effective Date and BT will use reasonable endeavours for the delivery of this Service Option.

2.3 **Onsite Field Engineer**

2.3.1 Where possible, BT will carry out remote diagnostics to try to identify the cause of any fault. Where necessary BT will send an engineer to Site within the Response Time. If it is not possible to identify the cause of a fault remotely the engineer will continue diagnostic investigation on Site with you. The engineer will install any replacement hardware supplied under the Advance Hardware Replacement Standard Service Component as set out in Paragraph 2.2.

2.3.2 At your request, the engineer will install configurations and data onto any replacement hardware, or reinstall them onto any BT Equipment used in connection with the iNcare Service from which they have been lost.

2.3.3 Software or configuration requests will be deployed outside of the Response Time.

2.3.4 The engineer may remove all or part of the Customer Equipment from the Site for the purpose of inspection, testing and repair. If the engineer is not able to remove any faulty part from Site, BT will arrange collection of the faulty part at BT's own expense within five Business Days. Where you request the engineer not to remove any faulty part from Site, you will return the faulty part to BT as set out in Paragraph 2.2.7.

2.3.5 In some circumstances, the Response Times for this Service Option will not apply in the first 30 days after the Effective Date and BT will use reasonable endeavours for the delivery of this Service Option.

2.4 **Access to the Customer Equipment Manufacturer's online support centre**

2.4.1 BT will provide you with the necessary information to access the Customer Equipment Manufacturer's online support centre, where one is available for your use.

2.4.2 BT may suspend access to the Customer Equipment Manufacturer's online support centre if at any time BT considers there is or is likely to be a breach of BT's security. BT may also (at BT's sole discretion) ask you to change any or all of the User identification and passwords used by you in connection with the Customer Equipment Manufacturer's online support centre. Where BT is responsible for allocating User identification and passwords to you BT will let you know of these changes as soon as practicable.

2.4.3 Service requests must be raised with the Service Desk or Customer Portal, except where services are provided by a third party supplier.

2.4.4 Where services are provided by third party supplier:

(a) CARE-3P and CON- Services must be raised directly with Customer Equipment' Manufacturer's online support centre,

(b) CARE-SPOC Services might be raised directly with Customer's Equipment' Manufacturer's online support centre, the Service Desk or Customer Portal.

2.5 **Supply of Operating Software updates**

2.5.1 The Customer Equipment Manufacturer may provide you with Operating Software updates that will normally be made available to you through the Customer Equipment Manufacturer's online support centre. You may ask BT for any Operating Software updates that cannot be made available directly to you online and BT will supply these to you within a reasonable time after your request or BT's receipt of the update from the Customer Equipment Manufacturer (whichever is the later). The Customer Equipment Manufacturer will decide on the availability of Major Releases, Minor Releases and Maintenance Releases from time to time and BT is not in any way liable to you for the level of availability.

2.5.2 Your entitlement to Major Releases, Minor Releases and Maintenance Releases of Operating Software is as set out in **Table 2** in Paragraph 15.

2.5.3 It is your responsibility to install all Operating Software updates.

2.6 **Supply of Application Software updates**

2.6.1 The Customer Equipment Manufacturer may provide you with Application Software updates that will normally be made available to you through the Customer Equipment Manufacturer's online support centre. You may ask BT for any Application Software updates that cannot be made available directly to you online and BT will supply these to you within a reasonable time after your request or BT's receipt of the update from the Customer Equipment Manufacturer (whichever is the later). The Customer Equipment Manufacturer will decide on the availability of Application Software updates from time to time and BT is not in any way liable to you for the level of availability.

2.6.2 Your entitlement to Major Releases, Minor Releases and Maintenance Releases of Application Software is as set out in **Table 2** in Paragraph 15.

2.6.3 It is your responsibility to install all Application Software updates.

2.7 **Supply of Security Feature Set updates**

2.7.1 Where the Customer Equipment Manufacturer provides an automatic update service, you may register with the Customer Equipment Manufacturer to receive either automatic updates or notification that an update is available. Where you choose the automatic update option, Security Feature Sets installed on the Customer Equipment or BT Equipment (where appropriate) will be updated automatically. Where you choose the notification option, following receipt of notification that an update is available you may choose to either accept or reject the update.

2.7.2 Where the Customer Equipment Manufacturer does not offer an automatic update service you may still be able to register with the Customer Equipment Manufacturer to receive notification that an update is available. You may be able to get Security Feature Set updates online directly from the Customer Equipment Manufacturer's online support centre. You may ask BT for any Security Feature Set updates that cannot be made available directly to you online and BT will supply these to you within five Business Days of your request or BT's receipt of the update from the Customer Equipment Manufacturer (whichever is the later). The Customer Equipment Manufacturer will decide on the availability of Security Feature Set updates from time to time and BT is not in any way liable to you for the level of availability.

2.7.3 Your entitlement to Security Feature Set updates is as set out in **Table 2** in Paragraph 15.

2.7.4 It is your responsibility to install all Security Feature Set updates.

3 Service Options

BT will provide you with any of the following options as set out in any applicable Order ("**Service Options**") and in accordance with the details as set out in that Order:

3.1 **Remote moves, adds and changes**

3.1.1 This Service Option is identified by the service level code **CARE-RMAC**. You may request BT to perform remote moves, adds and changes to the Customer Equipment ("**RMAC**"). Standard RMAC tasks are categorised as either major or minor and are listed in the RMAC Data Sheet, which is available if you request it.

3.1.2 Your level of entitlement to this Service Option will be the quantity of RMAC as set out in any applicable Order. You may buy additional RMAC entitlement at an additional Charge.

3.1.3 The Service Hours for this Service Option are 8am to 6pm on Business Days.

3.1.4 You will make all requests for RMAC via Customer Portal, telephone or email to the Service Desk, who will log the request and supply a call reference number to you.

3.1.5 A request may contain a single RMAC task or multiple RMAC tasks but each task will be deducted from the quantity of RMAC you are entitled to request as set out below:

(a) a major task counts as one RMAC; and
(b) up to 10 minor tasks requested at the same time count as one RMAC.

3.1.6 You may request RMAC at any time during the Service Hours. Requests made outside of Service Hours will be treated as set out below:

(a) if you make a request before the start of Service Hours on any Business Day it will be treated as having been received at the start of Service Hours for that Business Day; and

(b) if you make a request after the end of Service Hours on any Business Day it will be treated as having been received at the start of Service Hours on the next Business Day.

3.1.7 Each request will be documented and an acknowledgement will be sent to you by the end of the next Business Day.

3.1.8 Following acknowledgement BT will:

(a) ask you for all the information reasonably required to carry out the request;

(b) assess the request and let you know of any potential implications of carrying out the request; and

(c) let you know of the scope of work required to carry out the request.

3.1.9 You will accept and formally acknowledge the scope of work before BT will carry out the request.

3.1.10 BT will use a suitable method of remote access and will complete the request within five Business Days from your acceptance unless BT agrees otherwise.

3.1.11 If you request an RMAC task that is not listed in the RMAC Data Sheet, BT will assess your request and will categorise it as either a major task or as a task requiring additional consultancy that may be subject to availability of resource and you may need to pay an additional Charge. At BT's discretion, BT may amend the list and categorisation of tasks in the RMAC Data Sheet from time to time.

3.1.12 Any RMAC entitlement that you do not use will expire at the end of the Term.

3.1.13 It is your responsibility to operate an appropriate change management process including updating of relevant documentation where applicable.

3.2 **Lead technical support engineer**

3.2.1 This Service Option is identified by the service level code **CARE-LTSE-Q**. BT can only provide this Service Option if you also have a service delivery manager provided by BT as a separate service, details of which can be found in the Service Delivery Management Schedule to the General Terms.

3.2.2 BT will provide a lead technical support engineer ("**LTSE**") to attend quarterly service review meetings with you.

3.2.3 The LTSE will be involved with technical activities, problem management, technical escalation and advising on change management processes when required.

3.2.4 The Service Hours for the LTSE Service Option are 9am to 5pm on Business Days.

3.3 **Single point of contact**

3.3.1 This Service Option is identified by the service level code **CARE-SPOC-**. BT will be your single point of contact for all Incidents and Service Requests for services provided by a third party supplier. BT will, as your agent, contact the relevant third party supplier to report an Incident or Service Request. BT will retain ownership of and management responsibility for each Incident or Service Request until such time as either you or the relevant third party supplier lets BT know the Incident or Service Request has been resolved. The third party service will be provided as set out in the service description (if any) provided by the relevant third party supplier.

3.4 **Customer Portal**

3.4.1 BT will provide you with a right to access and use a secure shared web portal to view information, manage and administer the iNcare Service. ("**Customer Portal**").

3.5 **Reporting**

3.5.1 If requested, BT will provide you with a monthly standard service report, with an overview of Service Performance Activity for the previous month.

4 Service Management Boundary

4.1 BT will provide and manage the iNcare Service in accordance with Parts B and C of this Schedule and as set out in any applicable Order ("**Service Management Boundary**").

4.2 BT will have no responsibility for the iNcare Service outside the Service Management Boundary.

4.3 At your request and for payment of an additional Charge, the iNcare Service may also be used to repair faults or undertake work resulting from other causes or circumstances. Such other causes or circumstances may include:

4.3.1 misuse; incorrect environmental conditions including incorrect temperature and humidity levels; faulty manufacture or design; mains electrical surges or failures;

4.3.2 lightning damage; electromagnetic interference; any other accidental or deliberate damage;

4.3.3 correction of defects following the removal or connection of Customer Equipment other than by BT;

4.3.4 connection by you of other equipment to the Customer Equipment;

4.3.5 work at your request outside the Service Hours; or

4.3.6 return visits to Site due to BT being unreasonably denied access to the Customer Equipment.

4.4 Unless otherwise set out in any applicable Order, the iNcare Service does not cover:

4.4.1 provision of accessories or the replacement of expendable items or parts (e.g., cables, blower assemblies, power cords, and rack mounting kits).

5 Service Exclusions

5.1 The iNcare Service does not cover:

5.1.1 work at heights above three metres;

5.1.2 an engineer attending the Site(s) to install Software unless required as part of a repair to the Customer Equipment;

5.1.3 repair, replacement or rerouting of any of your wiring or cabling or provision of additional wiring and cabling;

5.1.4 any loss or degradation of performance resulting from any change to the electrical, electromagnetic or physical environment in which the Customer Equipment operates, for example, in the case of wireless equipment, radio frequency interference, tree growth, new or altered buildings or structures or any other materials obstructing either permanently or temporarily the line of sight of a wireless link;

5.1.5 loss of Customer generated software programmes, data and information;

5.1.6 management of centralised licensing services operated by the Customer Equipment Manufacturer; or

5.1.7 Secondary Market Equipment;

5.1.8 Response Times for Advanced Hardware Replacement or Onsite Field Engineer in the first 30 days after the Effective Date for these Service Options. During this period BT will use endeavour to provide what support it can, or

5.1.9 Replacement or repair of SFP Modules (unless otherwise set out in any applicable Order).

5.2 The iNcare Service does not cover faults arising where:

5.2.1 the Customer Equipment has been modified without BT's approval or which has been subjected to unusual physical or electrical stress;

5.2.2 adjustment, repair or parts replacement is required because of accident, neglect, operator error, misuse, failure of or change in electrical power, air conditioning, humidity control, failure of storage media, transportation, use of parts not obtained from the Customer Equipment Manufacturer or other authorised source, or causes other than normal usage;

5.2.3 the Customer Equipment is serviced, amended or adjusted, or if attempts to repair or service the Customer Equipment are made other than by BT's approved personnel or without BT's prior approval;

5.2.4 the Customer Equipment is removed from its location of initial installation or reinstalled without prior Notification to BT as set out in Paragraph 10.2.15;

5.2.5 the iNcare Service includes remote support, and communication with the Customer Equipment is prevented by the failure of a telecommunications facility;

5.2.6 the item reported as faulty is not set out in the Contract;

5.2.7 the Customer Equipment was, in BT's reasonable opinion, faulty or operating in an unstable manner prior to the commencement of the iNcare Service; or

5.2.8 the Customer Equipment is subject to a failure for which the manufacturer/design authority has no known solution.

6 Associated Services

If BT provides you with any services other than the iNcare Service this Schedule will not apply to those services and those services will be governed by their separate terms.

7 Equipment

7.1 **BT Equipment**

If BT provides BT Equipment:

7.1.1 BT Equipment will remain BT's property at all times and risk in BT Equipment will pass to you upon delivery, whether or not the BT Equipment has been installed.

7.1.2 Where BT Equipment is placed on the premises of a third party at your request you will be responsible for the BT Equipment as if it were placed on your Site(s).

7.2 **Use of BT Equipment**

In relation to BT Equipment, you will:

7.2.1 keep the BT Equipment safe and without risk to health;

7.2.2 only use the BT Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;

7.2.3 not move the BT Equipment or any part of it from the Site(s) without BT's written consent and you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;

7.2.4 not make any alterations or attachments to, or otherwise interfere with, the BT Equipment, nor permit any person (other than a person authorised by BT) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the BT Equipment;

7.2.5 not sell, charge, assign, transfer or dispose of or part with possession of the BT Equipment or any part of it;

7.2.6 not allow any lien, encumbrance or security interest over the BT Equipment, nor pledge the credit of BT for the repair of the BT Equipment or otherwise;

7.2.7 not claim to be owner of the BT Equipment and ensure that the owner of the Site(s) will not claim ownership of the BT Equipment, even where the BT Equipment is fixed to the Site(s);

7.2.8 obtain appropriate insurance against any damage to or theft or loss of the BT Equipment;

7.2.9 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or misuse of the BT Equipment or where the BT Equipment is damaged, stolen or lost, except where the loss or damage to BT Equipment is a result of fair wear and tear or caused by BT;

7.2.10 where there is a threatened seizure of the BT Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the BT Equipment; and

7.2.11 notify any interested third parties that BT owns the BT Equipment.

7.3 **WEEE Directive**

7.3.1 You will comply with Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("**WEEE Directive**") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("**WEEE**").

7.3.2 For the purposes of Article 13 of the WEEE Directive, Paragraph 7.3 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.

7.3.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.

8 Specific Terms

8.1 **Amendments to the General Terms**

8.1.1 Clauses 3.2 and 3.3 of the General Terms are deleted.

8.1.2 The definition of Effective Date given in the General Terms is deleted and replaced with the following:

"**Effective Date**" means the date BT accepts your Order either expressly or, in the absence of express acceptance, impliedly by BT's provision of the iNcare Service including the making of a commitment on any third party supplier by BT in anticipation of providing the iNcare Service.

8.2 **EULA**

8.2.1 Where the iNcare Service includes Software that is licensed by a third party who requires you to accept their terms of use, BT will only provide the iNcare Service if you have entered into an end user licence agreement with the relevant third party, as may be amended or supplemented from time to time by the relevant third party ("**EULA**").

8.2.2 You will observe and comply with the EULA for any and all use of the applicable Software.

8.2.3 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the EULA, BT may restrict or suspend the iNcare Service upon reasonable Notice, and

(a) you will continue to pay the Charges for the iNcare Service until the end of the Term; and

(b) BT may charge a re-installation fee to re-start the iNcare Service.

8.2.4 You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in the EULA will be between you and the relevant third party and you will deal with the relevant third party in respect of any loss or damage suffered by either of you as such loss or damage will not be not enforceable against BT.

8.2.5 Where the EULA is presented in a 'click to accept' function and you require BT to configure or install Software on your behalf, BT will do so as your agent and bind you to the EULA.

8.3 **TUPE**

It is not intended that the provision of the iNcare Service be a relevant transfer of an undertaking under the Transfer of Undertakings (Protection of Employment) Regulations 2006 as updated, amended or replaced from time to time ("**TUPE**") and that the provisions of TUPE will not apply at the start of the iNcare Service.

8.4 **Service outside the United Kingdom**

8.4.1 If the iNcare Service is provided to a Site located in any of the countries listed below the provisions of Paragraphs 8.4.2 to 8.4.4 will apply.

Austria	Belgium	Bulgaria	Cyprus	Czech Republic
Denmark	Estonia	Finland	France	Germany
Greece	Hungary	Iceland	Ireland	Italy
Latvia	Liechtenstein	Lithuania	Luxembourg	Malta
Netherlands	Norway	Poland	Portugal	Romania
Slovakia	Slovenia	Spain	Sweden	

8.4.2 All communication will be conducted in English.

8.4.3 The definition of Service Hours as set out in Paragraph 15 will mean the local working hours in a Business Day in the country or locality where the relevant action is to be taken.

8.4.4 Replacement hardware supplied under the Advance Hardware Replacement Standard Service Component (as set out in Paragraph 2.2) is subject to geographic and weight restrictions according to the country in which the Site is located. Supply of replacement hardware may also be subject to destination country importation, compliance with US export controls and customs processes which may affect actual delivery times. Replacement hardware will be shipped DDP (Incoterms® 2010) or DAP (Incoterms® 2010), excluding import duties, taxes and fees, where applicable, according to the country in which the Site is located. You will ship all returns DAP (Incoterms® 2010) excluding import duties, taxes and fees, where applicable. Any delay resulting from any of the factors as set out in Paragraph 8.4.4 will not constitute a failure of any corresponding Service Level. Incoterms® is a trademark of the International Chamber of Commerce.

8.5 **Customer Equipment that is or becomes End-of-Life**

8.5.1 If the Customer Equipment is or becomes End-of-Life, or where replacement parts are no longer available from the Customer Equipment Manufacturer or other authorised source:

(a) BT will use its reasonable endeavours to continue providing the iNcare Service; and

(b) you will accept the associated risk of any vulnerabilities that may arise where replacement parts or software updates may not be available; or

(c) alternatively if you exercise your right in accordance with Clause 17 of the General Terms to terminate the Contract or any iNcare Service for convenience; Termination Charges will not apply to the Customer Equipment that is End-of-Life.

8.6 **Customer Equipment that is End-of-Support**

8.6.1 If the Customer Equipment is End-of-Support (identified by service level codes that begin with **CARE-PVS-**):

(a) BT will use its reasonable endeavours to provide the iNcare Service; and

(b) you will accept the associated risk of any vulnerabilities that may arise where replacement parts are not available.

Part B – Service Delivery and Operation

9 BT's Obligations

9.1 **Service delivery**

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

9.1.1 provide you with contact details for the Service Desk; and

9.1.2 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that you have Notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract.

9.2 **During operation**

On and from the Service Start Date, BT will provide you with the iNcare Service as set out in this Schedule.

9.3 **The end of the Service**

On expiry or termination of the iNcare Service by either of us, BT:

9.3.1 will, at your request, provide you with inventory information from BT's system (typically including the asset serial number, model number and asset name of each item of Customer Equipment) relating to the iNcare Service provided at the Site(s) in a format that BT reasonably specifies; and

9.3.2 may disconnect and remove any BT Equipment located at the Site(s).

10 Your Obligations

10.1 **Service delivery**

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

10.1.1 provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the iNcare Service;

10.1.2 prepare and maintain the Site(s) for the installation of BT Equipment and supply of the iNcare Service, including:

(a) providing a suitable and safe operational environment for any BT Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and applicable installation standards;

(b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect BT Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance;

(c) carry out any work that may be required after installation to make good any cosmetic damage caused during installation or maintenance;

(d) provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the BT Equipment at such points and with such connections as BT specifies, and in order to mitigate any service interruption resulting from failure in the principal power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards; and

(e) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate.

10.2 **During operation**

On and from the Service Start Date, you will:

10.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;

10.2.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;

10.2.3 provide BT with reasonable and timely access to the Site(s), the Customer Equipment and the BT Equipment (if any) during Service Hours, or as otherwise agreed, for the purposes of the Contract;

10.2.4 care for and use the Customer Equipment in accordance with any of BT's or the Customer Equipment Manufacturer's instructions and use it only for the purpose for which it was designed;

10.2.5 provide an appropriate number of suitably skilled personnel at the Site(s) during the provision of remote technical advice by BT or during a visit by an engineer to assist with investigation and resolution of any fault;

10.2.6 cooperate in diagnosing faults by carrying out any diagnostic and test routines requested by BT or included in the Customer Equipment Manufacturer's instructions and allow BT to carry out remote diagnostic tests, where appropriate;

10.2.7 not repair, adjust, or modify the Customer Equipment without BT's written consent. However you may make configuration changes in accordance with and within the limits specified in the Customer Equipment Manufacturer's customer documentation. You will let BT know of any such configuration changes;

10.2.8 ensure that mains power, power connections, fuses, interface, communications software, data terminal equipment interconnected to the Customer Equipment and line connections are not defective;

10.2.9 ensure that the built-in or supplied diagnostic facilities for the Customer Equipment have been used in accordance with the Customer Equipment Manufacturer's instructions;

10.2.10 ensure that where an update of Software or any part of it is licensed by a third party who requires you to accept their terms of use, your use of the Software will be subject to your acceptance of those terms of use whether or not in the form of a separate end user licence agreement, and you will keep to those terms;

10.2.11 either not use any Software provided under the Contract with any equipment other than the Customer Equipment registered with BT for the iNcare Service or pay any additional licence, audit or other fees associated with such Software for such use;

10.2.12 make regular back-ups of configurations and data adequate for your purposes and to store, archive and maintain those back-ups in accordance with good industry practice;

10.2.13 provide a suitable means of remote access to the Customer Equipment;

10.2.14 be responsible for the security and proper use of all User identifications and passwords used in connection with the iNcare Service (including changing passwords on a regular basis) and will take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people. You will immediately let BT know if there is any reason to believe that a User identification or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way;

10.2.15 Notify BT before any of the Customer Equipment is removed from its location of initial installation or is reinstalled in an alternative location;

10.2.16 Notify BT where any of the Customer Equipment is to be removed from the scope of the iNcare Service;

10.2.17 if you are already under support from another third party, you will give BT consent to transfer the respective support to BT or to allow BT to take over the contracts that are supported by that third party; and

10.2.18 BT reserves the right to impose a chargeable visit when onboarding new devices onto support contract. BT will notify you of the charges in advance.

10.3 **The end of the Service**

On expiry or termination of the iNcare Service by either of us, you will:

10.3.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s);

10.3.2 disconnect any Customer Equipment from BT Equipment located at the Site(s);

10.3.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;

10.3.4 arrange for any BT Equipment located at the Site(s) to be returned to BT; and

10.3.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

11 Notification of Incidents and Submission of Service Requests

Where you become aware of an Incident or you submit a Service Request:

11.1 the Customer Contact will report it to the Service Desk;

11.2 BT will give you a Ticket;

11.3 BT will let you know when it believes the Incident is cleared or the Service Request is completed, and will close the Ticket when:

11.3.1 you confirm that the Incident is cleared or the Service Request is completed within 24 hours after having been informed; or

11.3.2 BT has attempted unsuccessfully to contact you, in the way agreed between both of us, in relation to the Incident or Service Request and you have not responded within 24 hours following BT's attempt to contact you.

11.4 If you confirm that the Incident is not cleared or the Service Request is not completed within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident (or complete the Service Request).

11.5 At the time of reporting an Incident or submitting a Service Request you will provide all information reasonably necessary to verify your entitlement to receive the iNcare Service, and where appropriate, for remote diagnostic work to begin. This information may include: a valid contract number; a contact name, telephone number or email for providing updates; equipment serial numbers; a detailed description of any fault and the results of any investigative work already carried out by you.

11.6 BT will use the contact details given at the time of reporting an Incident or submitting a Service Request to advise you of the progress being made to clear any fault. BT will continue to use these contact details for the duration of the Incident or Service Request unless advised otherwise.

11.7 If you choose a Standard Service Component combination where the Service Hours are not 24 hours a day, seven days a week, a report made by you:

11.7.1 before the start of Service Hours on any Business Day will be treated as having been received at the start of Service Hours for that Business Day;

11.7.2 after the end of Service Hours on any Business Day will be treated as having been received at the start of Service Hours on the next Business Day.

12 Incident Priority and Service Requests

12.1 Incidents will be assigned a priority as set out in the table below.

12.2 If the Customer dependency set out in the table below is not met, or ceases to be met before an Incident is resolved, BT may in its sole discretion reduce the priority assigned to an Incident or halt any activity underway to resolve the Incident until the Customer dependency is met.

12.3 Service Requests for 'how to' guidance, documentation support, post Incident review activities or similar will be treated as priority 4 Incidents unless otherwise agreed.

Table 1

Priority	Description	Action	Dependency
P1	**Critical**: The Incident is impairing one or more of the Customer's business functions to the point the Customer's business is unable to function. For example the network or production system in a down state.	BT will provide appropriate resource on a continuous basis during Service Hours until the Incident is resolved which may include the use of a temporary workaround.	The customer will provide appropriate resource on a continuous basis during Service Hours to actively collaborate with BT in the resolution of the Incident.
P2	**Urgent**: The Incident is impairing one or more of the Customer's business functions or a critical service may be operating on a single point of failure following an event that has caused reduced availability.	BT will provide appropriate resource on a continuous basis during Service Hours until the Incident is resolved which may include the use of a temporary workaround.	The customer will provide appropriate resource on a continuous basis during Service Hours to actively collaborate with BT in the resolution of the Incident.
P3	**Important**: The Customer's business is able to function however a non-critical system has failed or a feature is unavailable.	BT will provide appropriate resource between the hours of 8am to 6pm on Business Days until the Incident is resolved which may include the use of a temporary workaround.	The customer will provide appropriate resource between the hours of 8am to 6pm on Business Days to actively collaborate with BT in the resolution of the Incident.
P4	**Minor**: The Incident has no significant effect on the Customer's business functions.	BT will provide appropriate resource between the hours of 8am to 6pm on Business Days until the Incident is resolved.	The customer will provide appropriate resource between the hours of 8am to 6pm on Business Days to actively collaborate with BT in the resolution of the Incident.

13 Invoicing

13.1 BT will invoice you the following Charges:

13.1.1 Charges for the iNcare Service, in the amounts and at the frequency as set out in any applicable Order, either:

(a) annually in advance, for each year of the Term; or
(b) in advance, the grand total of the Charges for the full Term;

13.1.2 any Termination Charges incurred in accordance with Paragraph 14 upon termination.

13.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:

13.2.1 Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;

13.2.2 Charges for cancelling an Order for the iNcare Service in accordance with Clause 16 of the General Terms; and

13.2.3 additional Charges where you request additional services or where, in BT's reasonable opinion, such Charges are necessary as a result of your instructions, the incompleteness or inaccuracy of information provided by you or due to additional third-party fees. BT will let you know in writing of these additional Charges.

14 Termination Charges

14.1 If you terminate the Contract or the iNcare Service in whole or in part in accordance with Clause 17 of the General Terms by giving 90 days' Notice to BT, you will pay BT the Charges as set out below. This includes where you Notify BT, as set out in Paragraph 10.2.16, that you will be removing one or more items of Customer Equipment from the scope of the iNcare Service:

14.1.1 all outstanding Charges for the iNcare Service rendered;

14.1.2 any additional amounts due under the Contract;

14.1.3 any other Charges as set out in any applicable Order; and

14.1.4 for any parts of the iNcare Service that were terminated during the first 12 months of the Term, Termination Charges, as compensation, equal to:

(a) 100 per cent of the Charges for the iNcare Service for any remaining months of the first 12 months of the Term; and

(b) 50 per cent of the Charges for the iNcare Service for the remaining months, other than the first 12 months of the Term; or

14.1.5 for any parts of the iNcare Service that were terminated after the first 12 months of the Term, Termination Charges, as compensation, equal to 50 per cent of the Charges for the iNcare Service for any remaining months of the Term.

14.2 BT will refund to you any money you have paid in advance after first deducting any money due to BT under the Contract.

Part C – Service Levels

15 Standard Service Component Combinations and Service Levels

15.1 The service level codes shown in the first column of the table below will correspond to one or more service level codes as set out in any applicable Order.

15.2 The target performance level for each Standard Service Component combination is shown in the body of the table below ("**Service Level**").

15.3 Descriptions for each Standard Service Component shown in the table below are given in Paragraphs 2.1 to 2.7 of this Schedule according to the Paragraph reference(s) shown in the column headings.

15.4 The iNcare Service does not include any Service Credits.

Table 2

	STANDARD SERVICE COMPONENT COMBINATIONS and SERVICE LEVELS					
Service level code and Descriptor	**Remote Technical Support (Paragraph 2.1)**	**Advance Hardware Replacement (Paragraph 2.2)**	**Onsite Field Engineer (Paragraph 2.3)**	**Access to Cust. Equip. Mfr's Online Support Centre (Paragraph 2.4)**	**Supply of Operating / Application Software Updates (Paragraphs 2.5 & 2.6**	**Security Feature Set Updates (Paragraph 2.7)**
CARE-ECMU (Software Support Service)	24 hours a day, seven days a week	Not Applicable	No	Yes	Major, Minor and Maintenance releases of Cisco Collaboration Application Software	No
CARE-OS (Onsite 10x5xNBD)	Business Days, 8am to 6pm	Advance hardware replacement by the end of the next Business Day. Business Days, 8am to 6pm	Onsite response by the end of the next Business Day. Business Days, 8am to 6pm	Yes	Major, Minor & Maintenance releases of Operating Software	Yes (where applicable)
CARE-OSE (Onsite 10x5x4)	Business Days, 8am to 6pm	Advance hardware replacement within four hours. Business Days, 8am to 6pm	Onsite response within four hours. Business Days,8am to 6pm	Yes	Major, Minor & Maintenance releases of Operating Software	Yes (where applicable)
CARE-OSP (Onsite 24x7x4)	24 hours a day, seven days a week	Advance hardware replacement within four hours. 24 hours a day, seven days a week	Onsite response within four hours. 24 hours a day, seven days a week	Yes	Major, Minor & Maintenance releases of Operating Software	Yes (where applicable)
CARE-PREM (Onsite 24x7x2)	24 hours a day, seven days a week	Advance hardware replacement within two hours. 24 hours a day, seven days a week	Onsite response within two hours. 24 hours a day, seven days a week	Yes	Major, Minor & Maintenance releases of Operating Software	Yes (where applicable)
CARE-SNT (Adv Rep 10x5xNBD)	Business Days, 8am to 6pm	Advance hardware replacement by the end of the next Business Day. Business Days, 8am to 6pm	No	Yes	Major, Minor & Maintenance releases of Operating Software	Yes (where applicable)
CARE-SNTE (Adv Rep10x5x4)	Business Days, 8am to 6pm	Advance hardware replacement within four hours. Business Days, 8am to 6pm	No	Yes	Major, Minor & Maintenance releases of Operating Software	Yes (where applicable)

	STANDARD SERVICE COMPONENT COMBINATIONS and SERVICE LEVELS					
Service level code and Descriptor	**Remote Technical Support (Paragraph 2.1)**	**Advance Hardware Replacement (Paragraph 2.2)**	**Onsite Field Engineer (Paragraph 2.3)**	**Access to Cust. Equip. Mfr's Online Support Centre (Paragraph 2.4)**	**Supply of Operating / Application Software Updates (Paragraphs 2.5 & 2.6**	**Security Feature Set Updates (Paragraph 2.7)**
CARE-SNTP (Adv Rep 24x7x4)	24 hours a day, seven days a week	Advance hardware replacement within four hours, 24 hours a day, seven days a week	No	Yes	Major, Minor & Maintenance releases of Operating Software	Yes (where applicable)
CARE-S2P (Adv Rep 24x7x2)	24 hours a day, seven days a week	Advance hardware replacement within two hours, 24 hours a day, seven days a week	No	Yes	Major, Minor & Maintenance releases of Operating Software	Yes (where applicable)
CARE-SAS (Software Application Services)	Business Days, 8am to 6pm	Not applicable	Not applicable	Yes	Minor & Maintenance releases of Application Software	No
CARE-SW (Operating Software Support)	Business Days, 8am to 6pm	Not applicable	Not applicable	Yes	Minor, Major & Maintenance releases of Operating Software	No
CARE-PVS-OS (End of Support – Onsite 10x5xNBD)	Business Days, 8am to 6pm	Advance hardware replacement by the end of the next Business Day. Business Days, 8am to 6pm	Onsite response by the end of the next Business Day. Business Days, 8am to 6pm	No	No	No
CARE-PVS-OSE (End of Support – Onsite 10x5x4)	Business Days, 8am to 6pm	Advance hardware replacement within four hours. Business Days, 8am to 6pm	Onsite response within four hours. Business Days, 8am to 6pm	No	No	No
CARE-PVS-OSP (End of Support – Onsite 24x7x4)	24 hours a day, seven days a week	Advance hardware replacement within four hours, 24 hours a day, seven days a week	Onsite response within four hours. 24 hours a day, seven days a week	No	No	No
CARE-PVS-SNT (End of Support - Adv Rep 10x5xNBD)	Business Days, 8am to 6pm	Advance hardware replacement by the end of the next Business Day. Business Days, 8am to 6pm	No	No	No	No
CARE-PVS-SNTE (End of Support – Adv Rep 10x5x4)	Business Days, 8am to 6pm	Advance hardware replacement within four hours. Business Days, 8am to 6pm	No	No	No	No

	STANDARD SERVICE COMPONENT COMBINATIONS and SERVICE LEVELS					
Service level code and Descriptor	**Remote Technical Support (Paragraph 2.1)**	**Advance Hardware Replacement (Paragraph 2.2)**	**Onsite Field Engineer (Paragraph 2.3)**	**Access to Cust. Equip. Mfr's Online Support Centre (Paragraph 2.4)**	**Supply of Operating / Application Software Updates (Paragraphs 2.5 & 2.6**	**Security Feature Set Updates (Paragraph 2.7)**
CARE-PVS-SNTP (End of Support – Adv Rep 24x7x4)	24 hours a day, seven days a week	Advance hardware replacement within four hours, 24 hours a day, seven days a week	No	No	No	No

[1] Geographic limitations may apply to the two-hour Response Time.

Part D – Defined Terms

16 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below 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):

"**Application Software**" means software that is designed to accomplish a specific processing task.
"**Customer Equipment**" means any equipment including any Purchased Equipment and any software, other than BT Equipment, that is the subject of the iNcare Service. Customer Equipment may also be referred to as "**hardware**".
"**Customer Equipment Manufacturer**" means the manufacturer of the Customer Equipment.
"**Effective Date**" has the meaning given in Paragraph 8.1.2.
"**End-of-Life**" means no longer available from the Customer Equipment Manufacturer and may be no longer be supported directly by the Customer Equipment Manufacturer.
"**End-of-Support**" means no longer supported by the Customer Equipment Manufacturer.
"**DAP**" means Delivered at Place as defined in Incoterms® 2010.
"**DDP**" means Delivered Duty Paid as defined in Incoterms® 2010.
"**EULA**" has the meaning given in Paragraph 8.2.1.
"**SFP Modules**" means Small-form Factor Pluggable modules that are used for communication between switches.
"**General Terms**" means the general terms that this Schedule is attached to, or where not attached to this Schedule, can be found at www.bt.com/terms, and form part of the Contract.
"**iNcare Service**" has the meaning given in Paragraph 1.
"**Incident**" means an unplanned interruption to, or a reduction in the quality of, the performance of the Customer Equipment.
"**Incoterms® 2010**" means the International Commercial Terms, which are a series of pre-defined commercial terms published by the International Chamber of Commerce and are a trademark of the International Chamber of Commerce.
"**LTSE**" has the meaning given in Paragraph 3.2.
"**Maintenance Release**" means an incremental release of software that provides maintenances fixes and may provide additional software functions. Maintenance releases are designated by the Customer Equipment Manufacturer, typically as a change in the digit(s) to the right of the tenths digit of the software version number x.x.(x) or to the right of the hundredths digit of the software version number x.x.x.(x).
"**Major Release**" means a release of software that provides additional software features and/or functions. Major releases of software are designated by the Customer Equipment Manufacturer, typically as a change in the integer digit of the software version number (x).x.x.
"**Minor Release**" means an incremental release of software that provides maintenance fixes and additional software features. Minor Releases are designated by the Customer Equipment Manufacturer, typically as a change in the tenths digit(s) of the software version number x.(x).x.
"**Operating Software**" means software responsible for the management and coordination of processing activities and the sharing of resources in relation to the device upon which it is installed.
"**Planned Maintenance**" means any Maintenance BT has planned to do in advance.
"**Response Time**" means the target response time for the Standard Service Component combination chosen by you and shown in the appropriate column of **Table 2** in Paragraph 15, starting from BT's receipt of a Service Request, an Incident report or as set out in Paragraph 2.2, and ending with the earlier of the provision to you of the requested information, hardware or software, the remote resolution of an Incident or the attendance of an engineer at the Site (as appropriate).
"**RMAC**" has the meaning given in Paragraph 3.1.
"**RMAC Data Sheet**" means the data sheet published by BT from time to time that lists the individual administrative tasks that may be performed as remote moves, adds and changes under the RMAC Service Option as set out in Paragraph 3.1.
"**Secondary Market Equipment**" means any Customer Equipment not supplied by BT and which has, or is found to have been, procured from a source not authorised by the Customer Equipment Manufacturer to sell the Customer Equipment within the country in which the iNcare Service is provided.
"**Security Feature Set**" means a group of functions, capabilities or capacities related to the security of the device and/or the network in which the device is installed.
"**Service Desk**" means the helpdesk that you will be able to contact to submit Service Requests, report Incidents and ask questions about the iNcare Service.
"**Service Hours**" means the hours of operation for the relevant Standard Service Component combination as set out in **Table 2** in Paragraph 15.

"**Service Level**" has the meaning given in Paragraph 15.2.
"**Service Management Boundary**" has the meaning given in Paragraph 4.1.
"**Service Options**" has the meaning given in Paragraph 3.
"Service Performance Activity" means a monthly service performance summary, which includes logged, closed and currently open Incidents and Service Requests.
"**Service Request**" means a request for information, advice or to request Software.
"**Standard Service Components**" has the meaning given in Paragraph 2.
"**Syslog**" means a standardized mechanism used for logging in computer systems.
"**Term**" means the period of time over which BT will provide the iNcare Service as set out in any applicable Order, beginning on the Service Start Date and ending at the end of Service Hours on the last day.
"**Ticket**" means the unique reference number provided by BT for an Incident and that may also be known as a "**fault reference number**".
"**TUPE**" has the meaning given in Paragraph 8.3.
"**WEEE**" has the meaning given in Paragraph 7.3.
"**WEEE Directive**" has the meaning given in Paragraph 7.3.