



# Intelligent Assets

## 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 Intelligent Assets Service

### 1 Service Summary

BT will provide you with a tracking and monitoring service that will allow you to gather data and management information on Customer Assets, comprising:

- 1.1 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 ("**Intelligent Assets Service**").

### 2 Standard Service Components

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

#### 2.1 Central Server Software

- 2.1.1 BT will provide you with access to a web portal that will allow you to view information sent from Asset Monitoring Devices ("**Central Server Software**").
- 2.1.2 The information available to view on the Central Server Software will vary according to the tracking and monitoring capabilities of the Asset Monitoring Devices.

#### 2.2 Support and Maintenance

BT will monitor the performance of the Central Server Software and will provide updates and fixes to the Central Server Software as BT considers necessary.

### 3 Service Options

BT will provide you with 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 Asset Monitoring Devices

- 3.1.1 You may purchase Asset Monitoring Devices that can be attached to Customer Assets in order to track and monitor the Customer Assets via the Central Server Software.
- 3.1.2 BT may amend the list of Asset Monitoring Devices that can be purchased from time to time.
- 3.1.3 If you have purchased the Asset Monitoring Devices, BT will configure the Asset Monitoring Devices to ensure they work with the Intelligent Assets Service.
- 3.1.4 BT will not install the Asset Monitoring Devices on the Customer Assets.
- 3.1.5 If you have purchased a BT SIM Card, BT will install and configure the BT SIM Card with the Asset Monitoring Device.

### 4 Service Management Boundary

4.1 BT will provide and manage the Intelligent Assets Service in accordance with Parts B and C of this Schedule and as set out in any applicable Order up to:

- 4.1.1 with respect to the Asset Monitoring Devices, up to the interface between the Asset Monitoring Device and the Customer Asset; and
- 4.1.2 with respect to the Central Server Software, up to the interface between the Central Server Software and any infrastructure, including IT systems controlled or owned by you,

("Service Management Boundary").

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

4.3 BT does not make any representations, whether express or implied, about whether the Intelligent Assets Service will operate in combination with any Customer Equipment or other equipment and software.

### 5 Associated Services and Third Parties



- 5.1 You will have the following services in place that will connect to the Intelligent Assets Service and are necessary for the Intelligent Assets Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
- 5.1.1 a BT SIM Card in order for the Asset Monitoring Devices to track and monitor Customer Assets; (an "Enabling Service").
- 5.2 If BT provides you with any services other than the Intelligent Assets Service (including any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.

## 6 Equipment

### 6.1 Use of Purchased Equipment

Until title in any Purchased Equipment transfers to you in accordance with Paragraph 6.2.2, you will:

- 6.1.1 keep the Purchased Equipment safe and without risk to health;
- 6.1.2 only use the Purchased 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;
- 6.1.3 not make any alterations or attachments to, or otherwise interfere with, the Purchased Equipment, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 6.2.2, 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 Purchased Equipment;
- 6.1.4 not sell, charge, assign, transfer or dispose of or part with possession of the Purchased Equipment or any part of it;
- 6.1.5 not allow any lien, encumbrance or security interest over the Purchased Equipment, nor pledge the credit of BT for the repair of the Purchased Equipment or otherwise;
- 6.1.6 not claim to be owner of the Purchased Equipment and ensure that the owner of the Site(s) will not claim ownership of the Purchased Equipment, even where the Purchased Equipment is fixed to the Site(s);
- 6.1.7 obtain appropriate insurance against any damage to or theft or loss of the Purchased Equipment;
- 6.1.8 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or miss-use of the Purchased Equipment or where the Purchased Equipment is damaged, stolen or lost, except where the loss or damage to the Purchased Equipment is a result of fair wear and tear or caused by BT;
- 6.1.9 ensure that the Purchased Equipment appears in BT's name in your accounting books;
- 6.1.10 where there is a threatened seizure of the Purchased Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the Purchased Equipment; and
- 6.1.11 notify any interested third parties that BT owns the Purchased Equipment.

### 6.2 Purchased Equipment

#### 6.2.1 Delivery and Installation of Purchased Equipment

- (a) You will provide BT with the name and contact details of at least one individual who is responsible for receiving the Purchased Equipment at the Site(s).
- (b) Where a Site is located within the EU, BT will dispatch any Purchased Equipment for delivery to the applicable Site as set out in any applicable Order.
- (c) Where a Site is located outside the EU:
- (i) you will act as the importer of record, clear the Purchased Equipment through the applicable customs authority in the destination country and be liable for any import tax, duty or excise duty incurred, and, if requested by BT, provide authorisation as soon as practicable, authorising BT or BT's agent to carry out BT's obligations as shipping agent. If you cannot give BT such authorisation, you are responsible for fulfilling the shipping agent obligations on BT's behalf at your own cost; and
- (ii) subject to your compliance with Paragraph 6.2.1(c)(i):
- i. BT will deliver any Purchased Equipment to the applicable port of entry in the destination country in accordance with Paragraph 6.2.1(b); or
- ii. if agreed between both of us in any applicable Order, BT will arrange shipping services to deliver the Purchased Equipment to the final destination address (es) as set out in any applicable Order.

- (d) Where a Site is located within the EU, if agreed between both of us in any applicable Order, BT will, subject to Paragraph 6.2.1 (e), install any Purchased Equipment at the applicable Site(s), and:
  - (i) test Purchased Equipment to ensure that it is ready for use; and
  - (ii) on the date that BT has completed those tests, confirm to you that the Purchased Equipment is available for you to carry out any Acceptance Tests.
- (e) Where a Site is located within a country in the EU other than the United Kingdom, BT will not:
  - (i) sell you the Purchased Equipment if you are not VAT-registered in the delivery country; and
  - (ii) install the Purchased Equipment unless the Reverse Charge Mechanism applies to such services in that country.
- (f) Where a Site is located outside the EU, BT will, subject to your compliance with Paragraph 6.2.1(c)(i), only sell you Purchased Equipment and not any associated installation.
- (g) In order to provide you with the Purchased Equipment and any installation services as set out in the Order, BT may transfer the provision and installation of Purchased Equipment outside the United Kingdom to a BT Affiliate or a third party in accordance with Clause 26 of the General Terms.

#### 6.2.2 **Transfer of Title and Risk**

- (a) Where the Purchased Equipment is delivered to a Site that is located within the United Kingdom:
  - (i) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you when you have paid for the Purchased Equipment in full;
  - (ii) where BT delivers or installs the Purchased Equipment, risk will pass to you on delivery of the Purchased Equipment, but you will not be liable for any loss or damage that is caused by BT's negligence; and
  - (iii) where BT does not deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment.
- (b) Where the Purchased Equipment is delivered to a Site that is not located within the United Kingdom:
  - (i) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you upon dispatch from the final shipping point in the United Kingdom (or in transit where shipped from outside the United Kingdom); and
  - (ii) risk in the Purchased Equipment will pass to you in accordance with Incoterms® 2010 DAP, but you will not be liable for any loss or damage that is caused by BT's negligence.

#### 6.2.3 **Acceptance of Purchased Equipment**

- (a) Where a Site is located within the United Kingdom, we will treat the Purchased Equipment as accepted:
  - (i) where BT does not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and
  - (ii) where BT installs the Purchased Equipment, the earlier of:
    - i. the Service Start Date; and
    - ii. where you notify BT in writing that the Purchased Equipment has not passed the Acceptance Tests but that is due to minor Incidents that do not affect the Purchased Equipment's performance, the date of that Notice.
- (b) Where a Site is not located within the United Kingdom, we will treat the Purchased Equipment as accepted on signature for the delivery at the port of entry, or at the final delivery address(es) that BT has agreed with you where BT are shipping the Purchased Equipment.

#### 6.2.4 **Warranty**

- (a) The relevant warranty period for each Asset Monitoring Device is set out in any applicable Order ("**Warranty Period**").
- (b) During the Warranty Period and from the Service Start Date (or any other period that BT advises you in a Notice), if you report to BT in accordance with Paragraph 10 that there is an Incident in the Purchased Equipment due to faulty design, manufacture or materials, or BT's negligence, BT will, or will arrange for the manufacturer or other third party to, replace or (at BT's option) repair the part affected by, or causing, the Incident free of charge, unless:
  - (i) the Purchased Equipment has not been properly kept, used or maintained in accordance with the manufacturer's or BT's instructions, if any;
  - (ii) the Purchased Equipment has been modified without BT's written consent;
  - (iii) the Incident is due to damage, interference with or maintenance of Purchased Equipment by persons other than BT or a third party authorised by BT; and

- (iv) the Incident is due to faulty design by you where the Purchased Equipment has been customised or integrated into your systems to your design;
- (c) If requested by BT, you will return the Purchased Equipment affected by an Incident to BT or to the manufacturer or other third party, in accordance with BT's instructions, for repair or replacement in accordance with Paragraph 6.2.4(a).
- (d) BT does not warrant that the Software supplied in accordance with the Contract is free from Incidents, but BT will remedy any defects that materially impair performance (where necessary, by arrangement between both of us) within a reasonable time.

#### 6.2.5 Security

- (a) You are responsible for the proper use of any user names, personal identification numbers and passwords used with the Purchased Equipment, and you will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.
- (b) BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.

#### 6.2.6 Software Licence

On and from the Service Start Date, or, where BT installs any Purchased Equipment, from the date of installation, you will comply with the provisions of any Software licences provided with or as part of any Purchased Equipment.

### 6.3 WEEE Directive

6.3.1 You are responsible under 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**").

6.3.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 6.3 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.

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

### 6.4 Sale of Goods

The UN Convention on Contracts for the International Sale of Goods will not apply to the Contract.

## 7 Specific Terms

### 7.1 Minimum Period of Service and Renewal Periods

7.1.1 At the end of the Minimum Period of Service, unless one of us gives Notice to the other of an intention to terminate the Intelligent Assets Service in accordance with the Contract, BT will continue to provide the Intelligent Assets Service and both of us will continue to perform each of our obligations in accordance with the Contract for the Renewal Period.

7.1.2 If either of us gives Notice to the other of an intention to terminate the Intelligent Assets Service, BT will cease delivering the Intelligent Assets Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.

7.1.3 BT may propose changes to this Schedule or the Charges (or both) by giving you Notice at least 90 days prior to the end of the Minimum Period of Service and each Renewal Period ("**Notice to Amend**").

7.1.4 Within 21 days of any Notice to Amend, you will provide BT Notice:

- (a) agreeing to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period;
- (b) requesting revisions to the changes BT proposed, in which case both of us will enter into good faith negotiations for the remainder of that Minimum Period of Service or Renewal Period, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period; or
- (c) terminating the Contract at the end of the Minimum Period of Service or Renewal Period, as applicable.

7.1.5 If we have not reached agreement in accordance with Paragraph 7.1.4(b) by the end of the Minimum Period of Service or the Renewal Period, the terms of this Schedule will continue to apply from the beginning of the following Renewal Period unless you give Notice in accordance with Paragraph 7.1.4(c) or BT may give Notice of termination, in which case BT will cease delivering the Intelligent Assets Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period as applicable.

### 7.2 Termination for Convenience



For the purposes of Clause 17 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate the Intelligent Assets Service or any applicable Order by giving 30 days' Notice to the other.

### 7.3 Customer Committed Date

- 7.3.1 If you request a change to the Intelligent Assets Service or any part of the Intelligent Assets Service, including any Purchased Equipment or any IP Address location, then BT may revise the Customer Committed Date to accommodate that change.
- 7.3.2 BT may expedite delivery of the Intelligent Assets Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.
- 7.3.3 Whether or not you perform Acceptance Tests in accordance with Paragraph 9.2, you will provide reasonable technical support before and after the Service Start Date.

### 7.4 Licence

BT gives you a non-exclusive, non-transferable and limited right to access and use the Intelligent Assets Service in connection with your internal business purposes only.

### 7.5 IP Addresses and Domain Names

- 7.5.1 Except for IP Addresses expressly registered in your name, all IP Addresses and Domain Names made available with the Intelligent Assets Service will at all times remain BT's property or the property of BT's suppliers and are non-transferable.
- 7.5.2 All of your rights to use IP Addresses or Domain Names will cease on termination or expiration of the Intelligent Assets Service.
- 7.5.3 BT cannot ensure that any requested Domain Name is available from or approved for use by the Internet Registration Authorities and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.
- 7.5.4 You warrant that you are the owner of, or are authorised by the owner of, the trade mark or name that you wish to use as a Domain Name.
- 7.5.5 You are responsible for all fees associated with registration and maintenance of your Domain Name, and will reimburse BT for any and all fees that BT pays to any Internet Registration Authorities, and thereafter be responsible for paying such fees directly to the relevant Internet Registration Authorities.

### 7.6 Invoicing

- 7.6.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges in the amounts set out in any applicable Order:
  - (a) Installation Charges, on the Service Start Date, or where the installation period is estimated to be longer than one month, monthly in arrears starting from when you place an Order until the Service Start Date;
  - (b) Recurring Charges, except Usage Charges, monthly in arrears and for any period where the Intelligent Assets Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
  - (c) Usage Charges, monthly in arrears on the first day of the relevant month, calculated at the then current rates;
  - (d) any Charges for any Purchased Equipment from the Service Start Date, and those Charges that will apply from the date you take delivery or possession of that Purchased Equipment;
  - (e) Professional Services Charges;
  - (f) De-installation Charges within 60 days of de-installation of the Intelligent Assets Service; and
  - (g) any Termination Charges incurred in accordance with Paragraph 7.7 upon termination of the relevant Service.
- 7.6.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:
  - (a) 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;
  - (b) Charges for commissioning the Intelligent Assets Service in accordance with Paragraph 8.2 outside of Business Hours;
  - (c) Charges for expediting provision of the Intelligent Assets Service at your request after BT has informed you of the Customer Committed Date; and
  - (d) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.
- 7.6.3 Where BT has agreed that the Intelligent Assets Service may be included within one of BT's standard pricing packages or schemes, during the period that the Intelligent Assets Service is included in the pricing package or scheme, the Charges specified in the Schedule may be amended by the terms of



the pricing package or scheme and upon termination of the pricing package or scheme, the Charges will revert to those specified in the Schedule.

### 7.7 Termination Charges at the end of the Contract

#### 7.7.1 Termination Charges

If you terminate the Contract, the Intelligent Assets Service or any applicable Order for convenience in accordance with Clause 17 of the General Terms you will pay BT:

- (a) all outstanding Charges for service rendered;
- (b) De-installation Charges;
- (c) any remaining Charges outstanding with regard to Purchased Equipment;
- (d) any additional amounts due under the Contract;
- (e) any other Charges as set out in any applicable Order; and
- (f) any charges reasonably incurred by BT from a supplier as a result of the early termination.

#### 7.7.2 In addition to the Charges set out at Paragraph 7.7.1 above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT:

- (a) for any parts of the Intelligent Assets Service that were terminated during the first 12 months of the Minimum Period of Service, Termination Charges, as compensation, equal to:
  - (i) 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service;
  - (ii) 20 per cent of the Recurring Charges for the remaining months, other than the first 12 months of the Minimum Period of Service; and
  - (iii) any waived Installation Charges;
- (b) for any parts of the Intelligent Assets Service that were terminated after the first 12 months of the Minimum Period of Service or during a Renewal Period, Termination Charges, as compensation, equal to 20 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or the Renewal Period.

#### 7.7.3 BT will refund to you any money you have paid in advance after deducting any Charges or other payments due to BT under the Contract.





## Part B – Service Delivery and Management

### 8 BT's Obligations

#### 8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Intelligent Assets Service, BT:

- 8.1.1 will provide you with contact details for the Service Desk; and
- 8.1.2 will provide you with a Customer Committed Date and will use reasonable endeavours to meet any Customer Committed Date.

#### 8.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 8.2.1 configure the Intelligent Assets Service;
- 8.2.2 conduct a series of standard tests on the Intelligent Assets Service to ensure that it is configured correctly;
- 8.2.3 connect the Intelligent Assets Service to each Enabling Service; and
- 8.2.4 on the date that BT has completed the activities in this Paragraph 8.2, confirm to you that the Intelligent Assets Service is available for performance of any Acceptance Tests in accordance with Paragraph 9.2.

#### 8.3 During Operation

On and from the Service Start Date, BT:

- 8.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance Part C of the Contract if BT detects or if you report an Incident on the BT Network;
- 8.3.2 may carry out Maintenance from time to time and will use reasonable endeavours to inform you at least five Business Days before any Planned Maintenance on the BT Network or Purchased Equipment, however, BT may inform you with less notice than normal where Maintenance is required in an emergency; and
- 8.3.3 may, in the event of a security breach affecting the Intelligent Assets Service, require you to change any or all of your passwords.

#### 8.4 The End of the Service

On termination of the Intelligent Assets Service by either of us, BT:

- 8.4.1 will provide configuration information relating to the Intelligent Assets Service in a format that BT reasonably specifies; and
- 8.4.2 may delete any Content.

### 9 Your Obligations

#### 9.1 Service Delivery

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

- 9.1.1 provide BT with the names and contact details of the Customer Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 9.1.2 provide BT with any information reasonably required without undue delay;
- 9.1.3 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 Intelligent Assets Service;
- 9.1.4 complete any preparation activities that BT may request to enable you to receive the Intelligent Assets Service promptly and in accordance with any reasonable timescales;
- 9.1.5 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:
  - (a) inform your Users that as part of the Intelligent Assets Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
  - (b) ensure that your Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required); and
  - (c) agree that BT will not be liable for any failure by you to comply with this Paragraph 9.1.5, you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph 9.1.5.
- 9.1.6 prepare and maintain the Site(s) for the installation of the Purchased Equipment and supply of the Intelligent Assets Service, including:



- (a) providing a suitable and safe operational environment for any Purchased 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 Purchased Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance Intelligent Assets Services;
- (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 Intelligent Assets Service or Purchased Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the Intelligent Assets Service 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) where you have purchased Asset Monitoring Devices as set out in Paragraph 3.1, in addition to Clause 14 of the General Terms – ensure that Customer Personal Data will not be shared with BT when renaming the Asset Monitoring Device(s).

## 9.2 Acceptance Tests

- 9.2.1 You will carry out the Acceptance Tests for the Intelligent Assets Service within five Business Days after receiving Notice from BT in accordance with Paragraph 8.2.4 ("**Acceptance Test Period**").
- 9.2.2 The Intelligent Assets Service is accepted by you if you confirm acceptance in writing during the Acceptance Test Period or is treated as being accepted by you if you do not provide BT with Notice to the contrary by the end of the Acceptance Test Period.
- 9.2.3 Subject to Paragraph 9.2.4, the Service Start Date will be the earlier of the following:
  - (a) the date that you confirm acceptance of the Intelligent Assets Service in writing in accordance with Paragraph 9.2.2; or
  - (b) the date of the first day following the Acceptance Test Period.
- 9.2.4 If, during the Acceptance Test Period, you provide BT Notice that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and provide you Notice that BT has remedied the non-conformance and inform you of the Service Start Date.

## 9.3 During Operation

On and from the Service Start Date, you will:

- 9.3.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 9.3.2 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;
- 9.3.3 monitor and maintain any Customer Equipment connected to the Intelligent Assets Service or used in connection with the Intelligent Assets Service;
- 9.3.4 ensure that any Customer Equipment that is connected to the Intelligent Assets Service or that you use, directly or indirectly, in relation to the Intelligent Assets Service is:
  - (a) adequately protected against viruses and other breaches of security;
  - (b) technically compatible with the Intelligent Assets Service and will not harm or damage the BT Network or any of BT's suppliers' or subcontractors' network or equipment; and
  - (c) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;
- 9.3.5 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 9.3.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Intelligent Assets Service;
- 9.3.7 maintain a written list of current Users and provide a copy of such list to BT within five Business Days following BT's written request at any time;
- 9.3.8 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Intelligent Assets Service and:
  - (a) immediately terminate access for any person who is no longer a User;
  - (b) inform BT immediately if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
  - (c) take all reasonable steps to prevent unauthorised access to the Intelligent Assets Service;



- (d) satisfy BT's security checks if a password is lost or forgotten; and
- (e) change any or all passwords or other systems administration information used in connection with the Intelligent Assets Service if BT requests you to do so in order to ensure the security or integrity of the Intelligent Assets Service;

9.3.9 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order; and

9.3.10 not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case you will ensure the prior User will no longer have any right to access or use the Intelligent Assets Service.

#### 9.4 **The End of the Service**

On termination of the Intelligent Assets Service by either of us, you will provide BT with all reasonable assistance necessary to cease providing the Intelligent Assets Service.

### 10 **Notification of Incidents**

10.1 Where you become aware of an Incident:

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

10.1.2 BT will give you a Ticket;

10.2 BT will inform you when it believes the Incident is cleared and will close the Ticket when:

10.2.1 you confirm that the Incident is cleared within 24 hours after having been informed; or

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

10.3 If you confirm that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.

10.4 Where BT becomes aware of an Incident, Paragraphs 10.2, 10.3 and 10.4 will apply.



Part C – Service Levels

11 Service Availability

11.1 Availability Service Level

From the Service Start Date, BT will provide the Central Server Software with a target availability as set out in the table below (“Availability Service Level”):

Availability Annual Target	Maximum Annual Availability Downtime	Maximum Monthly Availability Target	Service Credit Interval	Standard Availability Service Credit Rate	Elevated Availability Service Credit Rate
≥ 99.50%	43 hours	9 hours	1 hour	4%	4%

11.2 The Availability Service Level only applies to the availability of the Central Server Software and not the functionality of the Asset Monitoring Devices.

11.3 Service Credits

11.3.1 If a Severity Level 1 Incident occurs, BT will measure the Availability Downtime for Central Server Software in units of full minutes starting from when you report or BT gives you notice of a Qualifying Incident, and ending when BT closes the Qualifying Incident in accordance with Paragraph 10.3.

11.3.2 BT will then calculate the cumulative Availability Downtime for the calendar months in which the Severity Level 1 Incident occurred (“Cumulative Monthly Availability Downtime”) and for the previous 12 consecutive calendar months (the “Cumulative Annual Availability Downtime”), but in the event that the Central Server Software has been operational for less than 12 consecutive months, we will apply an assumed Cumulative Annual Availability Downtime for the previous 12 consecutive months using the Availability Downtime data recorded to date.

11.3.3 In the event that the Cumulative Monthly Availability Downtime by Service exceeds the Maximum Monthly Availability Downtime, you may request the Standard Availability Service Credit Rate for each stated Service Credit Interval above the Maximum Monthly Availability Downtime.

11.3.4 In the event that the Cumulative Annual Availability Downtime by Service, measured in accordance with Paragraph 11.3.1, exceeds the Maximum Annual Availability Downtime, you may request the Elevated Availability Service Credit Rate for all further Qualifying Incidents for each Service Credit Interval above the Maximum Annual Availability Downtime up to and until the Cumulative Annual Availability Downtime by Service is less than the Maximum Annual Availability Downtime.

12 Requests for Service Credits

12.1 You may request applicable Service Credits within 28 days of the end of the calendar month in which a Qualifying Incident occurred by providing details of the reason for the claim. Any failure by you to submit a request in accordance with this Paragraph 12.1 will constitute a waiver of any claim for Service Credits for that calendar month.

12.2 Upon receipt of a valid request for Service Credits in accordance with Paragraph 12.1:

12.2.1 BT will issue you with the applicable Service Credits by deducting those Service Credits from your invoice within two billing cycles of the request being received; and

12.2.2 following termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Service Credits in a reasonable period of time.

12.3 Service Credits for all Service Levels will be aggregated and are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charge for the affected Site or Circuit.

12.4 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.

12.5 The Service Levels under this Schedule will not apply:

12.5.1 in the event that Clause 8 or Clause 23 of the General Terms applies; or

12.5.2 during any trial period of the Intelligent Assets Service.



## Part D – Defined Terms

### 13 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). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading this Schedule.

**“Acceptance Test Period”** has the meaning given in Paragraph 9.2.1.

**“Acceptance Tests”** means those objective tests conducted by you that when passed confirm that you accept the Intelligent Assets Service and that the Intelligent Assets Service is ready for use save for any minor non-conformities that will be resolved as an Incident in accordance with Paragraph 8.3.1.

**“Asset Monitoring Devices”** means the devices listed in in any applicable Order and which will be considered Purchased Equipment for the purposes of this Contract.

**“Availability”** means the period of time when the Central Server Software is functioning.

**“Availability Annual Target”** has the meaning given in the table at Paragraph 11.1.

**“Availability Downtime”** means the period of time during which a Severity Level 1 Incident exists as measured by BT in accordance with Paragraph 11.3.1.

**“Availability Service Level”** has the meaning given in in Paragraph 11.1.

**“BT Price List”** means the document containing a list of BT’s charges and terms that may be accessed at: [www.bt.com/pricing](http://www.bt.com/pricing) (or any other online address that BT may advise you).

**“BT SIM Card”** means a SIM card purchased from BT and which will be considered BT Equipment for the purpose of this Contract. The purchase and use of this SIM card will be governed by its own separate terms.

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

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

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

**“Cumulative Monthly Availability Downtime”** has the meaning given in Paragraph 11.3.2.

**“Customer Assets”** means the items that the Asset Monitoring Devices are attached to and which are being tracked and monitored as part of the Intelligent Assets Service.

**“Customer Equipment”** means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with the Intelligent Assets Service.

**“DAP”** means Delivered at Place as defined in Incoterms® 2010.

**“De-installation Charges”** means the charges payable by you on de-installation of the Intelligent Assets Service that are equal to the then current rates for Installation Charges on the date of de-installation.

**“Domain Name”** means a readable name on an Internet page that is linked to a numeric IP Address.

**“Enabling Service”** has the meaning given in Paragraph 5.1.

**“EU”** means European Union.

**“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](http://www.bt.com/terms), and form part of the Contract.

**“Incident”** means an unplanned interruption to, or a reduction in the quality of, the Intelligent Assets Service or particular element of the Intelligent Assets Service.

**“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.

**“Installation Charges”** means those Charges set out in any applicable Order in relation to installation of the Intelligent Assets Service or any Purchased Equipment, Customer Equipment or BT Equipment as applicable.

**“Internet”** means a global system of interconnected networks that use a standard Internet Protocol 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.

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

**“IP Address”** means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.

**“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).

**“Maximum Annual Availability Downtime”** has the meaning given in the table at Paragraph 11.1.

**“Maximum Monthly Availability Downtime”** has the meaning given in the table at Paragraph 11.1.

**"Minimum Period of Service"** means a period of 12 consecutive months beginning on the Service Start Date, unless set out otherwise in any applicable Order.

**"Monthly Recurring Charges"** means the monthly Recurring Charges for the Intelligent Assets Service and the sum of the Usage Charges for the three full previous months divided by three.

**"Notice to Amend"** has the meaning given in Paragraph 7.1.3.

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

**"Professional Services"** means those services provided by BT which are labour related services.

**"Qualifying Incident"** means an Incident, except where any of the following events have occurred:

- (a) the Intelligent Assets Service has been modified or altered in any way by you, or by BT in accordance with your instructions;
- (b) Planned Maintenance;
- (c) you have performed any network configurations that BT did not approve;
- (d) an Incident has been reported and BT cannot confirm that an Incident exists after performing tests; or
- (e) you requested BT to test the Intelligent Assets Service at a time when no Incident has been detected or reported.

**"Recurring Charges"** means the Charges for the Intelligent Assets Service or applicable part of the Intelligent Assets Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.

**"Renewal Period"** means for each Intelligent Assets Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

**"Reverse Charge Mechanism"** means the method by which customers within the European Union may self-assess for domestic VAT on cross-border purchases in accordance with Articles 194 – 199 of Council Directive 2006/112/EC.

**"Service Credit Interval"** has the meaning given in the table at Paragraph 11.1.

**"Service Desk"** means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the Intelligent Assets Service.

**"Service Level"** means the Availability Service Level.

**"Service Management Boundary"** has the meaning given in Paragraph 4.1.

**"Service Options"** has the meaning given in Paragraph 3.

**"Severity Level 1 Incident"** means a Qualifying Incident that cannot be circumvented and that constitutes a complete loss of service at the Site(s) or Circuit.

**"Site"** means a location at which the Intelligent Assets Service is provided.

**"Standard Service Components"** has the meaning given in Paragraph 2.

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

**"Usage Charges"** means the Charges for the Intelligent Assets Service or applicable part of the Intelligent Assets Service that are calculated by multiplying the volume of units that you used or incurred in a period (e.g. number of agents using the Intelligent Assets Service, or the number of minutes the Intelligent Assets Service was used for) with the relevant fee as set out in any applicable Order.

**"WEEE"** has the meaning given in Paragraph 6.3.1.

**"WEEE Directive"** has the meaning given in Paragraph 6.3.1.