



# Conditions for ICT Partner Solutions – Service Schedule for SAS Support Services

## 1. Definitions and Interpretation

The following definitions will apply to the provision of the Service, in addition to those in the Conditions for ICT Partner Solutions.

“**BT**” for the purposes of this Service Schedule, includes BT’s Supplier who has been appointed by BT to act on its behalf. For the avoidance of doubt no direct contractual relationship is formed between the Customer and BT’s Supplier.

“**BT’s Supplier**” means SAS Global Communications Limited whose registered office is at SAS House, Blackhouse Farm, Blackhouse Road, Colgate, Horsham, West Sussex RH13 6HS who has agreed to supply the various services to BT.

“**BT Supplier Equipment**” means equipment (including any Software) owned or licensed by BT’s Supplier and placed on the Customer’s premises by BT or BT’s Supplier for the provision of the Service.

“**Consultancy Services**” means any of the services identified in clause 4.1 which is provided outside of a network implementation or other consultancy services provided by BT’s Supplier.

“**In Scope Services**” means the hardware, software and/or services covered by the Managed WAN Support & Managed WAN Support (bespoke router service) Services and identified on the Order Form. Any other hardware/software and/or services is subject to inspection and approval by BT prior to inclusion as part of the Service.

“**Primary Service Hours**” means the hours of service set out in the applicable support package in clause 5.3.1 below

“**Service**” means the services identified on the Order Form as defined in this schedule.

“**Support Class**” means a set of functional services provided by BT as described in clause 5.1.

“**Working Day**” means Monday to Friday 9.00am to 5.30pm excluding UK Bank Holidays.

## 2. Provision of Services

2.1 The following service options are available. BT will provide the service options selected on the Order Form.

- (a) Network Installation & Consultancy Services
- (b) Managed WAN Support
- (c) Managed WAN Support (bespoke router service)
- (d) Bonded 3G/4G Service

## 3. Account Management

BT’s Supplier will provide an Account Manager who will act as an initial point of contact for all commercial aspects of any Service delivery and any issues that may affect the commercial relationship between the Customer and BT during and after implementation.

## 4. Network Installation & Consultancy Services

### 4.1 Service Definition

Where the network installation Service is selected on the Order Form, the Service will consist of the provision of the following service elements:

#### 4.1.1 Project Management.

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BT will provide a project manager who will be responsible for implementation of the following from contract award to Operational Service Date:

- Primary point of contact and accountability;
- Delivering the Service according to contractually agreed specifications;
- Customer Project Initiation Meeting (CPIM);
- Organise progress meetings with the Customer on a regular basis (usually weekly) to report on progress and resolve issues;
- Liaising with the Customer's project manager/owner;
- Risk management and mitigation;
- Project team/resources (national and international);
- Coordinating subcontractors and internal parties;
- Coordinating change requests;
- Coordinating test procedure;
- Production of migration plans for In Scope Services, as required;
- Responsible for handover and progressing customer service issues;
- Project closure/evaluation meeting.

### 4.1.2 Technical Design Authority.

BT will establish and validate the network design working from the Customer's requirement, and provide (where the complexity of the project warrants it), a Statement of Requirement giving a definition of all the equipment to be installed or reused on Customer sites, all circuits to be established between sites and any other deliverables from the project. The Statement of Requirement will detail the Customer's requirements as provided in the exploratory meetings and list key assumptions and dependencies on the Customer. The Statement of Requirement will be presented for approval by the Customer in accordance with clause 4.3.6.

The Technical Design Authority will cover:

- Identification and analysis of current physical infrastructure components and configurations, including LAN, WAN, telephony, video and mobile devices;
- Documentation of communications estate;
- Business requirements analysis and specification;
- Documentation of project scope;
- Network design taking into account agreed global architecture and technology standards
- Design, creation and test of configuration templates for the routers
- Establishment of test criteria for the WAN installation.

### 4.1.3 Provisioning Service Management.

For each identified voice and data circuit within the project, BT will progress orders, manage these orders through the survey and planning process, provide weekly updates on progress, manage escalations as necessary and consolidate BT-provided information for On-boarding. Provisioning Service Management will provide project coordination for installations, moves, adds and changes of data services as well as migration planning and support for data services changes and upgrades

### 4.1.4 Network Engineering & Installation.

BT will carry out (as necessary) offsite configuration, staging and soak-testing of communications hardware, install and commission the hardware at central and remote sites, carry out acceptance testing of the installed hardware operating with the provided circuits, and will provide an Installation

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Report documenting the WAN topology, the devices upon it and the characteristics of each device at the point of acceptance.

## 4.1.5 On-boarding.

For each identified device within the project, BT will load the necessary device, support, interface and management meta-data into the Customer Infrastructure Database held within the network management platform operated by BT's Supplier Network Operations Centre.

## 4.2 Documentation.

4.2.1 The following documentation (where appropriate) will be provided as part of the service delivery, unless otherwise agreed with the Customer. The documents will follow BT's Supplier-standard formats, as reasonably adapted at BT's discretion to meet the aims of the Service delivery, or with such variations as agreed.

**(a) Project Plan.** Established in Excel or as a Gantt chart depending on the size of the Project.

**(b) Statement of Requirements** Gives a definition of all the equipment to be installed or reused on Customer sites, all circuits to be established between sites and any other deliverables from the project as described in clause 4.1.2

**(c) Test Record (DIPA).** Details the tests carried out and their results by component and site

**(d) Client Project Information Tracker.** This document will be progressively completed during the service delivery, with information being shared on a regular basis with the Customer. At the end of the Service delivery, it is complete and forms the handover document, providing the information necessary for reference post-implementation, specifically:

- As-Built design
- Detailed device information
- Circuit information
- Testing information
- Maintenance arrangements

4.2.2 Documentation to be provided under Consultancy Services will be identified on the Order Form.

4.2.3 BT may correct any typographical or other errors or omissions in any Document ensuring the Customer is notified of the said changes.

4.2.4 BT may at any time by giving reasonable prior notice to the Customer make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.

## 4.3 Test

4.3.1 Where BT provides Network Installation Services, the delivery and test process will be achieved on an incremental progressive basis, unless otherwise agreed between the parties. For each element of the supply, a test plan will be proposed by BT and presented for approval of the Customer.

4.3.2 At the programmed time as defined in the project plan, the agreed tests will be carried out, unless revised with notice of no less than one week. The Customer has the right to witness such tests, but the absence of the Customer will not invalidate the test.

4.3.4 In the event any tests detailed in the test plan are not passed, BT will correct the underlying problem and repeat the corresponding individual tests which were not previously successfully carried out.

4.3.5 When the Services have been provided and the tests in the test plan passed, BT will present, and Customer will promptly sign, a Customer acceptance form.

4.3.6 Documentation detailed in clause 4.2.1 will be submitted for Customer approval. Customer will either provide such approval within 5 working days, or provide a detailed list of comments which, when

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addressed, will render the document acceptable. If the Customer provides no such comments within the above period, the document is deemed approved and accepted.

- 4.3.7 Any product, document or facility used for operational or commercial purposes by the Customer will be deemed accepted, irrespective of whether acceptance tests have been carried out and/or passed.
- 4.3.8 Where BT provides Consultancy Services, the supply will be deemed complete and accepted upon provision of the ordered services.

## 4.4 Customers Obligations

- 4.4.1 Where participation by, or access by BT to, the Customer's own staff is necessary in relation to the Services, the Customer agrees that such staff will be available at the times agreed by the parties. In reaching such agreement, the Customer will endeavour to meet any reasonable timetable proposed by BT. Furthermore, the Customer will ensure that such staff possess the appropriate skills and experience for the tasks assigned to them.
- 4.4.2 The Customer will make available promptly, free of charge to BT, such resources, technical information and data as will reasonably have been required in good time by BT's Supplier and as are necessary for successfully providing the Services. BT's Supplier will be entitled to depend on the accuracy and completeness of the information provided.
- 4.4.3 Where multiple Customer sites are involved in a service delivery, the Customer will nominate site contacts for each site who will be responsible (all in a timely fashion) for:
- providing the necessary information and permissions with respect to that site
  - arranging access to the site within a Working Day for specific visits required by BT
  - making available any on-site facilities reasonably requested

## 5. Managed WAN Support

### 5.1 Service Description

- 5.1.1 The Service is available for single or multi-country, data installations. The following Support Classes are available. The Support Class selected by the Customer for each device will be identified on the Order Form;

Ref	Support Class
SC1	Portal Only
SC2	Reactive Incident Management
SC3	Reactive Incident Management with Maintenance Management
SC4	Proactive Incident Management
SC5	Proactive Incident Management with Maintenance Management
SC6	Premium Management Lite
SC7	Premium Management

- 5.1.2 Note that Premium Management Lite is only available on ADSL and SuperFast access connections in WAN networks.
- 5.1.3 The Service elements referred to in the Support Class definitions are described in the following sections.

### 5.2 Monitoring, Alerting and Customer Reporting Portal

Ref	Support Class	Service elements included
SC1	Portal Only	Management Link, Monitoring, Customer Reporting Portal

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SC2	Reactive Incident Management	None
SC3	Reactive Incident Management with Maintenance Management	None
SC4	Proactive Incident Management	All
SC5	Proactive Incident Management with Maintenance Management	All
SC6	Premium Management Lite	All, except Alerts sent to Customer
SC7	Premium Management	All

### 5.2.1 Management Link

To provide the Service a management link is required to connect directly from the Customer's Wide Area Network (WAN) to BT Supplier's monitoring platform.

### 5.2.2 Monitoring

BT will provide remote monitoring of all equipment covered by the Order within the Primary Service Hours, utilising ICMP and SNMP protocols. Status information from this monitoring will be made available via the Customer Reporting Portal.

### 5.2.3 Alerts

When a device is deemed as being unavailable the monitoring platform will send alerts to the Service Desk for action, except in the case of Premium Management Lite (SC6) where they are sent directly to the Customer.

### 5.2.4 Customer Reporting Portal

Customer will be provided with access to a web portal that provides;

- **Real-time Service Monitoring:** Instant viewing of device availability, response times and recording of Key Performance Indicators to improve system fault resolution and management reporting.
- **Real-time Performance Reporting:** The Customer can view their infrastructure performance in real time and set customer specific thresholds and email alerts.
- **On Line Fault Reporting:** The Customer can log or monitor faults via web interface.

### 5.2.5 Advanced Reporting Module

BT will make available a dashboard and reporting tool which aggregates unstructured data from the network monitoring platform, ticketing platform and device installation programme (DIPA), as well as third party information such as Cisco's last date of service (LDOS) data.

## 5.3 INCIDENT MANAGEMENT

Ref	Support Class	Service Elements included
SC1	Portal Only	None
SC2	Reactive Incident Management	Ticket Management, BT Circuit Fault Management, BT Circuit Performance Management
SC3	Reactive Incident Management with Maintenance Management	As SC2 plus Hardware Replacement Management
SC4	Proactive Incident Management	Ticket Management, BT Circuit Fault Management, BT Circuit Performance Management
SC5	Proactive Incident Management with Maintenance Management	As SC4 plus Hardware Replacement Management
SC6	Premium Management Lite	All
SC7	Premium Management	All

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## 5.3.1 Ticket Management

### (a) Service Desk

- (i) BT will provide a point of contact to allow Customer to report problems and faults within the hours of cover identified for the hardware/software under cover (“**Service Desk**”). Faults will be dealt with as defined in 5.3.2 to 5.3.5 below.
- (ii) BT will provide contact details for the Service Desk at or before the start date of the contract, and will notify the Customer in advance of any proposed changes to such contact details.
- (iii) BT will allocate a unique reference number to each fault and problem reported by the Customer. Customer’s own reference number can also be recorded and associated with the fault or problem.
- (iv) In collaboration with the Customer, BT will classify the Customer faults according to the following criteria. The classification of the fault will determine the frequency of updates to the Customer during the life of the fault.

Classification	Definition
P1	Severe impact or loss of entire service that cannot be circumvented and needs immediate corrective action.
P2	Serious problem where service is partially interrupted or impaired and can be circumvented.
P3	Problems that do not significantly impair the functioning of the system and do not significantly affect service to customers. The fault is causing inconvenience to business operations, resulting in increased workload or reduced productivity.
P4	A fault has no observable impact on production and causes minimum inconvenience and general enquiries.

### (b) Information Requests

- (i) BT will endeavour to provide responses to requests for information relating to the provided Services where such information is not readily available through the Customer Reporting Portal described in 5.2.4.
- (ii) Requests for information will be logged and dealt with as time allows, but will not be prioritised as described in 5.3.1 (a) above.
- (iii) This facility is not intended and will not be used as an alternative to the use of suitably trained and experienced staff by the Customer. BT reserves the right to limit or remove this service in cases of abuse.

### (c) Further Action

- (i) The Service Desk will carry out initial diagnostics on the circuit, router and with the local assistance of the customer.
- (ii) Certain incidents may require further information to be provided to aid the fault identification, diagnosis and correction process. This will be requested either at the time of the initial call, or subsequently, as further analysis takes place.

## 5.3.2 BT Circuit Fault Management

Once initial local checks on the hardware and software have been made, the Service Desk will contact the circuit provider to investigate any issues with the circuits. If this is confirmed, the Service Desk will manage the fault through to resolution of the network issues until confirming that service is restored at site.

## 5.3.3 BT Circuit Performance Management

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Where the Customer believes that circuit performance is not as expected, the Customer may raise a ticket with the Service Desk who will coordinate with BT the necessary actions to resolve the Customer's problem. Due to the relative instability of ADSL access circuits this service only applies in-tariff on SuperFast, leased line, EFM and Ethernet access circuits.

### 5.3.4 Software Diagnostics

If the issue appears to arise from a software issue, this will be routed depending on the arrangements for the software in question. With Premium Management and Premium Management Lite, BT's Supplier will use the information gathered from the monitoring platform to diagnose and resolve any software issues where possible. Otherwise, the ticket will be routed to the Customer identified point of contact for such issue resolution.

### 5.3.5 Hardware Replacement Management

Once all potential software and circuit issues have been discounted and where relevant, the Service Desk will manage the use of the hardware replacement warranty and send an engineer to site with the replacement hardware in accordance with the warranty SLA. The engineer will load the last known working configuration to restore the service – provided either by BT's Supplier (Premium Management or Premium Management Lite, or by the Customer for other Support Classes. The hardware replacement warranty is not itself provided under this service.

## 5.4 PREMIUM SERVICES

Ref	Support Class	Service Elements included
SC1	Portal Only	Configuration Tracking
SC2	Reactive Incident Management	Service Maintenance
SC3	Reactive Incident Management with Maintenance Management	Service Maintenance
SC4	Proactive Incident Management	Configuration Tracking
SC5	Proactive Incident Management with Maintenance Management	Configuration Tracking
SC6	Premium Management Lite	All, except Configuration Tracking
SC7	Premium Management	All, except Configuration Tracking

### 5.4.1 Problem Management

Where the supply of a Service Relationship Manager is requested on the Order Form, for selected P1 faults, BT will use its reasonable endeavours to provide an incident report within 2 Working Days of a fault being corrected. This may take longer where BT is reliant on a third party supplier other than the BT Supplier. Where possible the report will detail the following:

- (i) root cause analysis;
- (ii) corrective action taken;
- (iii) summary of events.

### 5.4.2 Configuration Tracking

BT's Supplier will make available the features of its remote monitoring facilities to enable configurations present in network devices to be centrally stored and any changes reported upon. Use of such facilities by the Customer will allow reporting and alerting on configuration changes.

This facility should be used only as an adjunct by the Customer to assure the configuration management of its network elements, and Customer remains fully responsible for the security and change of the configuration of its network under this option.

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## 5.4.3 Configuration Management Service

Copies of current and previous WAN router configurations are kept by the Service Desk to assist in change control and service restoration. The service includes:

- All Cisco WAN configurations.
- All device management access will be secured using Cisco TACACS.
- All running configurations will be archived daily
- All start up configurations will be archived weekly.
- All running and start up configurations will be archived on change.
- All configuration files are securely stored for the duration of the contract.

## 5.4.4 Service Maintenance

Where BT's Supplier receives operating system (OS) upgrades for hardware elements under warranty provisions, these will be handled under the Change Management Process, except where the upgrade of the OS is necessary to remedy a reported fault condition. In the latter case, the upgrade will be implemented as part of the fault resolution service (see 5.3.2 to 5.3.5) without additional charge.

## 5.4.5 Add's and changes

Adds and changes are managed in accordance with clause 12 of this Service Schedule.

## 5.5 CHARGEABLE OPTIONS

Ref	Support Class	Service elements available
SC1	Portal Only	Netflow, IP SLA Monitoring & Reporting
SC2	Reactive Incident Management	Service Relationship Manager
SC3	Reactive Incident Management with Maintenance Management	Service Relationship Manager
SC4	Proactive Incident Management	Netflow, IP SLA Monitoring & Reporting, Service Relationship Manager
SC5	Proactive Incident Management with Maintenance Management	Netflow, IP SLA Monitoring & Reporting, Service Relationship Manager
SC6	Premium Management Lite	All Netflow, IP SLA Monitoring & Reporting, Service Relationship Manager
SC7	Premium Management	Netflow, IP SLA Monitoring & Reporting, Service Relationship Manager

### 5.5.1 Netflow Reporting

If identified on the Order Form, BT will make available a NetFlow analyser to Customer. NetFlow provides detailed network utilisation information on which users and applications are responsible for the most WAN traffic. BT will make such traffic details presented in a graphical view available within the Customer Reporting Portal. Customers also have the ability to interrogate the data, changing timeframes and devices to understand how their applications are performing across their WAN.

### 5.5.2 Netflow Reporting (Chargeable Option)

SAS offers a NetFlow analyser as a separate chargeable option on all support classes. It provides detailed network utilisation information on which users and applications are responsible for the most traffic. Using NetFlow Technology SAS is able to collect the traffic details customers need and present them in a detailed graphical view within the customer portal. Customers also have the ability



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to interrogate the data, changing timeframes and devices to understand how their applications are performing across their WAN

## 5.5.3 IP SLA Reporting

If identified on the Order Form, BT can deploy IP SLA, a function of Cisco's IOS, enabling Customers to analyse a Service Level Agreement (SLA) for an IP application or service. IP SLAs use active traffic-monitoring to continuously monitor traffic across the network. Information is made available within the Customer Reporting Portal.

The implementation of IP SLA monitoring & reporting requires that the necessary licensing level has been procured for the network routers. Any upgrade of the router licencing level would represent an additional charge over and above the BT charge for implementing monitoring & reporting.

## 5.6 Service Relationship Manager

5.6.1 If the provision of the service is identified within an Order Form, BT will provide a Service Relationship Manager ("SRM") responsible for reporting and measurement of service levels, including network estate performance reporting, escalation of provisioning, installation and recurring fault management. The SRM will be available during Working Days to perform the following activities:

- (a) **Additional Service Documentation.** The SRM will establish and maintain additional documentation as defined in clause 5.6.2.
- (b) **Quality of Service Review.** A regular scheduled review of the Service.
- (c) **Incident Escalation.** Escalating critical (to the Customer) incidents outside BT's automatic escalation processes.
- (d) **Incident Root Cause Analysis.** For significant incidents as agreed between the Parties, the SRM will provide an analysis of the root cause of the Incident and recommendations to avoid its future reoccurrence.
- (e) **Problem Management.** Identifying trends in incident occurrence and proposing remedial action to address underlying issues.
- (f) **Service Levels Claims Reporting** The SRM will provide all reasonable assistance to the Customer as appropriate or necessary for the Customer to make service level claims to any provider of elements of the network estate.

5.6.2 The SRM will establish and/or maintain the following standard documentation throughout the term of the Contract:

- (a) **Management Summary on Service Quality.** Management summaries capture trend analysis covering 12 months of faults and utilizations analysis. Based on an analysis of the monthly Quality of Service reports provided under the support service, and supplemented by quality information available from other systems, the SRM will highlight any parts of the Customer's network with consistently high utilization, enabling the Customer to carry out well-informed capacity planning.
- (b) **Service Handbook.** A "living document" describing all aspects of the In Scope Services together with Quality of Service Reviews and plans for improvements (with targets and performance against target)
- (c) **Actions and Issues Tracker of Service** – Create, maintain and manage a tracker document highlighting and tracking service issues to closure

## 5.7 Primary Service Hours

5.7.1 The following options are available for the hours of service during which the Managed WAN Support Service is made available by BT. The support package which is selected by the Customer for each device in the In Scope Services will be identified on the Order Form.

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## Extended Business Hours

Provides cover Monday to Sunday 7.00am to 7.00pm excluding Christmas Day (00:00 to 23:59 on the 25th December), Boxing Day (00:00 to 23:59 on the 26th December) and New Year's Day (00:00 to 23:59 on the 1st January). A dedicated support telephone number is supplied for access to the service desk.

## 24 hours \* 365 days

Provides cover 24 hours a day 365 days a year. A dedicated support telephone number is supplied for access to the service desk.

- 5.7.2 Certain Services are not available throughout the Primary Service Hours. Where restrictions are applicable, these are identified in the descriptions of the service elements within this Schedule.
- 5.7.3 If the Customer requests Service at times other than within the agreed period of availability the Customer will be liable to pay an additional charge for such service provided by BT.

### 5.8 Quality of Service Levels

- (a) BT will use its reasonable endeavours to:
- (i) answer 95% of calls within 30 seconds of commencement of ringing;
  - (ii) answer 99% of calls within 45 seconds of commencement of ringing.
- (b) BT will provide the Customer with updates during the life of the fault. The frequency of the update will depend on the classification of the fault. Faults will be classified as follows:

Classification	Frequency of updates
P1	Once during each Service Hour
P2	Every four (4) Service Hours
P3	Daily
P4	Daily

For the purposes of this clause, the elapsed time between updates relates to BT activities, and time spent awaiting information, action or approval by Customer or a third party (other than BT's Supplier) will not contribute to the time between updates.

- (c) On a monthly basis BT will provide the Customer with an updated fault log detailing all outstanding faults. This information will also be made available to the Customer via the web portal.
- (d) The Quality of Service Levels set out above are subject to review and/or change by BT at any time.

### 5.9 Quality of Service Reports

BT will use its reasonable endeavours to provide the Customer with a Quality of Service Report within 8 Working Days following the end of the service month. The Quality of Service Report will contain the following:

- (a) Availability per Site;
- (b) Incidents logged statistics;
- (c) Incident category breakdown;

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- (d) Time to answer statistics;
- (e) Resolution statistics for incidents logged; and
- (f) Tickets open for 7 days or greater.

This information will also be made available to the Customer on a real time basis via the web portal

### **6. Managed WAN Support (bespoke router service)**

6.1 The WAN Managed Support (bespoke router service), where this Service is identified on the Order Form, consists of the Service set out in clause 5 as modified by clauses 6.2 and 6.3.

6.2 Where identified on the Order Form, the Service will include the installation of a router onsite and its fix/break maintenance thereafter. The router will remain the property of BT's Supplier, and clause 6.3 will apply.

### **6.3 Provision of BT Supplier Equipment**

BT Supplier Equipment which is included as part of the In Scope Services will be covered by a Maintenance agreement managed by BT's Supplier under the following terms:

- (a) BT and BT's Supplier cannot guarantee that any BT Supplier Equipment provided will be fault free and we do not undertake to do so. BT will respond to any fault in the BT's Supplier Equipment as per clause (b) below.
- (b) BT's Supplier will use reasonable efforts to provide hardware maintenance at the Customer's site, including all parts, labour, and material required, within the period detailed on the Order Form, or if not so specified, on the next Working Day for calls received before 12pm.
- (c) Any replacement hardware provided may be either new or refurbished at BT's Supplier's sole option.
- (d) The Customer must take proper care of BT Supplier Equipment and ensure it is kept in the correct environment as specified by the manufacturer.
- (e) The Customer is responsible for BT Supplier Equipment and must not move, add to, modify or in any way interfere with BT Supplier Equipment, nor allow anyone else (other than someone authorised by BT) to do so. The Customer will be liable to BT for any loss of or damage to BT Supplier Equipment, except where the loss or damage is due to fair wear and tear or is caused by BT or BT's Supplier or anyone acting on BT's Supplier's behalf.
- (f) The Customer is not allowed to sell, give away, or use BT Supplier Equipment as security for a loan or allow it to be seized as part of a debt or allow anyone else to remove it from the Customer's premises.
- (g) The Service excludes:
  - Any customisation or installation of software.
  - Support or replacement of any product that is altered, modified, mishandled, destroyed, damaged by Matters Beyond the Reasonable Control of Either Party, as set out in clause 17 of the Conditions for BT UK ICT Solutions, or damaged due to a negligent or wilful act or omission by the Customer or used other than as specified in the supplied documentation, or resolution of software or hardware problems resulting from third party products or causes beyond BT Supplier's control.

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- Services for software installed on any BT Supplier's Equipment which is not supplied by BT Supplier.
- Any hardware upgrade required to run new or updated software.

(h) All services provided by BT's Supplier will be performed with reasonable skill and care and, except as specified in these terms and conditions, all other express or implied terms, conditions or warranties including, without limitations, implied terms as to fitness for a particular purpose or satisfactory quality are excluded. The Customer must notify BT promptly of any claimed breach of warranty and its sole and exclusive remedy for any such breach will be, at BT's or BT's Supplier's sole discretion, re-performance of the relevant services or reimbursement of that portion of the fees paid in relation to such services

### **7. Bonded 3G/4G Service**

- 7.1 The Bonded 3G/4G Service consists of equipment necessary to bond together multiple 3G/4G connections giving a single connection to provide high bandwidth connectivity where fixed line connectivity is not available. The Order Form will detail the complementary installation and support services if applicable.
- 7.2 Where this Service is included on the Order Form, the Service will include the supply of equipment, either on a temporary (rental) or permanent sale (transfer of title) subject to BT's Conditions of Sale located at [www.bt.com/terms](http://www.bt.com/terms). The basis of supply will be identified on the Order Form. In either case, the Service will include the installation of the equipment onsite and its fix/break maintenance thereafter. Where the equipment is provided on a temporary basis, it forms BT Supplier Equipment and clause 6.3 will apply. All BT Supplier Equipment will remain the property of BT Supplier.

### **8. Charges**

- 8.1 BT will invoice the Customer quarterly in advance for rental, monitoring, support and management charges. The Charges for the Network Installation and Consultancy Services will be invoiced 50% following placement of the Order and 50% following delivery of the Service. All other charges will be invoiced in arrears.
- 8.2 Where the Managed WAN (bespoke router service) Service is provided, an additional initial charge will be invoiced upon installation of the router, and an annual charge in advance for maintenance.
- 8.3 Where the Bonded 3G/4G Solution is provided, installation and recovery charges will be invoiced upon installation. Usage charges in excess of the allowance detailed on the Order Form will be invoiced in arrears at the tariff detailed on the Order Form. If the Services are provided using BT Supplier Equipment, a rental charge will be detailed on the Order Form which will be invoiced in arrears.
- 8.4 BT may charge the Customer at BT's applicable rate for any re-visit to a Site due to any act or omission of the Customer.
- 8.5 The Customer will pay the charges set out in the Order Form.
- 8.6 Where applicable, termination charges shall apply to BT's Supplier Equipment as well as to BT Equipment.

### **9. Minimum Period**

- 9.1 The Minimum Period of the Service is as follows:
- (a) for the Network Installation and Consultancy Services, a Minimum Period is not applicable;
  - (b) for the Managed WAN Support and Managed WAN Support (bespoke router service) Services the Minimum Period will be 12, 36 or 60 months as set out in the Order;

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(c) for the Bonded 3G/4G the Minimum Period will be one week.

Thereafter the Service will continue until terminated by either Party in accordance with clause 19 of the Conditions for BT UK ICT Solutions, with the sole exception of the Bonded 3G/4G Service, which may be terminated on 7 (seven) days' notice.

### **10. Termination Charges**

- 10.1 If the Customer or BT terminates this Service Schedule or any Service engaged under this Service Schedule, the Customer will pay any outstanding charges for the Service or Services concerned plus the termination charges by way of compensation identified in the Conditions for BT UK ICT Solutions, clause 19.4 applied to the Service or Services concerned.
- 10.2 Notwithstanding clause 19.4 of the Conditions for BT UK ICT Solutions in cases where a Service is terminated for one Site and replaced by an equivalent Service for the same duration for another Site, no such termination charges will be payable by the Customer.

### **11. Intellectual Property**

- 11.1 For the purposes of clause 12.1 of the Conditions for BT UK ICT Solutions the parties agree that BT's Supplier's Intellectual Property Rights in the configurations of network elements set up by BT or BT's Supplier (even where such configurations are installed on Customer Equipment) will remain vested in BT's Supplier.

### **12. Change Control**

- 12.1 Changes to installed network equipment and their configuration and interconnections, where such elements are under the management responsibility of BT's Supplier, must be made in accordance with BT Supplier's Network Change Management Process. This activity will be performed during a Working Day.
- 12.2 On receipt of a written request in the prescribed format from an authorised representative of the Customer to add, change or modify the In Scope Service and / or the Service :-
- (i) BT will use its reasonable endeavours to confirm receipt within 4 Service Hours;
  - (ii) All requests will be allocated an individual identity number;
  - (iii) A description and analysis of the change will be prepared by BT and sent to the Customer for approval on the change control form;
  - (iv) An approved change control form must be returned by the Customer within 30 days. BT shall not be obliged to proceed with any change until BT has confirmed approval of the change.
- 12.3 BT will use its reasonable endeavours to provide the Customer with an update on outstanding requests every 5 days from initial receipt of the request.
- 12.4 On completion of a change, BT will use its reasonable endeavours to update the Customer's inventory within BT Supplier's systems identified in clause 5.1 (c) within 2 Working Days.
- 12.5 On a monthly basis BT will provide the Customer with an updated change control log detailing all outstanding requests.