



# **Conditions for ICT Partner Solutions – Service Schedule for Applicable Hosting Services**

## **1. Definitions and Interpretation**

**“Application Management”** means the management of the Customer applications as set out in Clause 7.

**“BT’s Supplier”** means Applicable Limited whose registered office is at 5-6 Northumberland Buildings, Queen Square, Bath BA1 2JE who has agreed to supply the various services to BT.

**“BT’s Supplier’s Equipment”** means the equipment (including Software) owned or licensed by BT’s Supplier and provided by BT’s Supplier as part of the Service as set out in Clause 5.

**“Customer Information”** means data, information, video, photographs, software and any other materials (in whatever form) of the Customer.

**“Operating System Management”** means the management of the server operating system(s) as set out in Clause 6.

**“Planned Maintenance”** means any work planned in advance to be carried out by BT, BT’s Supplier, or otherwise on BT’s behalf that may cause the Service to be suspended.

**“Service”** means the Service(s) as described in this Service Schedule.

**“Service Desk”** means the 24 x 7 BT help desk that provides second line support to the System Administrator for incident management, problem management, service requests and change management, as set out in Clause 10.

**“System Administrator”** means the duly authorised individuals nominated by the Customer, in accordance with Clause 10, as its contact for service management matters.

**“Third Party Information”** means data, information, video, photographs, software and any other materials (in whatever form) not owned or generated by or on behalf of the Customer, published or otherwise made available by the Customer using the Service.

**“User Security Details”** means any IDs, User names, personal identification numbers and passwords.

## **2. Provision of Service**

2.1 The Service will be provided by BT to the Customer using BT’s Supplier. For the avoidance of doubt no contractual relationship is formed between the Customer and BT’s Supplier.

2.2 The Customer will be responsible for any obligation or liability arising out of transactions of any kind entered into between the Customer and any third party accessing or acting on or in reliance of the Service, Customer Information and Third Party Information.

## **3. Service Description**

### **3.1 General Overview**

BT will provide managed hosted Microsoft on Microsoft Exchange, Lync and SharePoint collaboration services. These services will be hosted in BT data centres, managed and monitored, and supported by the Service Desk. The Service is designed to be integrated with the Customer’s existing Microsoft Active Directory (AD).

The table below details the available Service components, and options selected by the Customer as set out in the Order Form.

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### 3.2 Service Options

The table below gives an overview of the Services available, and these are described in more detail in the section(s) which follow. The specific Services ordered by the Customer are detailed on the Order Form, referencing the Service codes in Clause 3.3 below.

Services Summary	<p>Managed hosted Microsoft Exchange;</p> <p>Managed hosted Microsoft Lync;</p> <p>Managed hosted Microsoft SharePoint;</p> <p>Integrated with the Customer's existing Active Directory (AD).</p>
Data Centres	<p>The Service is designed to be resilient, and is deployed in a single (primary) data centre.</p> <p>Two copies of data will be hosted in the primary data centre.</p> <p>Option - deployment for failover into a geographically separated (secondary) data centre. Additional copy of the data in secondary data centre for geographic failover.</p>
Microsoft Exchange	<p>Based on Exchange 2010, or the current version of Exchange, whichever is the most recent.</p> <p>Email mailboxes, calendars and scheduling.</p> <p>Provided for the minimum quantity of mailboxes set out in the Order Form (User, resource and shared mailboxes).</p> <p>Average mailbox size 1GB (not including copies for resilience and failover), as specified in the Order Form.</p> <p>Access will be available via:</p> <p>Web browser to Outlook Web Access (OWA) from WAN and internet</p> <p>MAPI access from Wide Area Network (WAN)</p> <p>RPC/HTTPS from WAN and Internet</p> <p>POP3/IMAP</p> <p>The maximum increase in the number of mailboxes in a single calendar month is 10%. If the growth requirement changes then BT requires 30 days notice.</p> <p>The maximum increase in the number of mailboxes from the start of the final 90 days of the Minimum Period of Service is 10%.</p>
Microsoft Exchange Perimeter Security	<p>Included in the Microsoft Exchange Service which BT will manage Microsoft Forefront Online Protection for Exchange (FOPE) to provide antivirus, antispam and inbound and outbound mail filtering for Microsoft Exchange Services.</p> <p>Microsoft Forefront for Exchange 2010 (FPE) will be installed and managed on all Exchange servers.</p> <p>Other options can be supported by prior agreement and if acceptable to BT, this will be detailed on the Order Form under Special Conditions.</p>
BlackBerry Enterprise Server	<p>Mobile BlackBerry handheld access to Exchange via BlackBerry Enterprise Server.</p> <p>Provided for the minimum quantity of BlackBerry hand held devices to access Microsoft Exchange which will be set out on the Order Form.</p>

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Microsoft Exchange Public Folder Access	Total Available Storage (not including copies for resilience and failover) as specified in the Order Form.
Microsoft Lync	<p>Based on Lync 2010, or the current version of Lync, whichever is the most recent.</p> <p>Provided for the minimum number of Users set out on the Order Form.</p> <p>User types (based on deployed licence):</p> <p>Standard:</p> <ul style="list-style-type: none"> <li>• Instant Messaging and rich Presence (IM&amp;P);</li> <li>• Peer-to-Peer (P2P) Audio and Video (AV);</li> <li>• file transfer;</li> <li>• attend internally hosted conferences.</li> </ul> <p>Enterprise - Standard features with:</p> <ul style="list-style-type: none"> <li>• P2P and Multi-Party (MP) AV;</li> <li>• web conferencing;</li> <li>• file transfer;</li> <li>• white boarding;</li> <li>• application and desktop sharing;</li> <li>• create, host and attend conferences with internal and external users.</li> </ul> <p>Plus - Standard and Enterprise functionality with:</p> <ul style="list-style-type: none"> <li>• all voice telephony and call management.</li> </ul> <p>Access via:</p> <p>Lync 2010 Client (or later releases);</p> <p>Microsoft supported web browser for Lync 2010;</p> <p>Microsoft supported mobile device for Lync 2010;</p> <p>Voicemail box size provided is 100MB per User;</p> <p>The maximum increase in the number of Users in a single calendar month is 10%. If the growth requirement changes then BT requires 30 days notice.</p> <p>The maximum increase in the number of Users from the start of the final 90 days of the Minimum Period of Service is 10%.</p> <p>If combined with the Microsoft Exchange Service, Unified Messaging will utilise Exchange Service storage and stored messages will form part of the mailbox storage allowance for the Exchange Service.</p>
Microsoft SharePoint	<p>Based on SharePoint 2010, or the current version of SharePoint, whichever is the most recent.</p> <p>Provided for the minimum number of Users set out on the Order Form.</p> <p>Total Aggregate Storage (not including copies for resilience and failover) of 100MB per User.</p> <p>Storage performance of 250 (I/O's per second) IOPS per 1,000 Users.</p> <p>1.5 processor cores per 1,000 users across the Service.</p> <p>10GB of memory per 1000 users across the Service.</p>

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	Access will be via: Microsoft supported web browser or client access to SharePoint from WAN and Internet via HTTP(S).
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### 3.3 Service Codes

#### 3.3.1 Exchange

##### Data Centre Deployment Options

EXCH-1-DC	Single (Primary) DC
EXCH-2-DC	Dual (Primary and Secondary) DCs

##### User Options

EXCH-1GB	Mailboxes (User, Resource, Shared, UM (1GB))
EXCH-+1GB	Additional GB storage per mailbox
EXCH-PF	Public Folder Storage
EXCH-SPH	Exchange Smartphone Users

#### 3.3.2 BlackBerry

##### Data Centre Deployment Options

BB-1-DC	Single (Primary) DC
BB-2-DC	Dual (Primary and Secondary) DCs

##### User Options

BB-H-S	BlackBerry Users – standard availability (Single DC only)
BB-H-H	BlackBerry Users - high availability (Single or Dual DC)

#### 3.3.3 Lync

##### Data Centre Deployment Options

LYNC-1-DC	Single (Primary) DC
LYNC-2-DC	Dual (Primary and Secondary) DCs

##### Lync user Options

The table below details the Lync licence and Service options and the associated features available.

	LYNC-CAL-STD	LYNC-CAL-ENT	LYNC-CAL-PLUS	LYNC-SPLA-STD	LYNC-SPLA-ENT	LYNC-SPLA-PLUS	LYNC-SPLA-EPLUS
<b>Instant Messaging &amp; Presence</b>							
PC-to-PC and Multi-party IM	✓			✓	✓	✓	✓
PC-to-PC and Multi-party IM File Transfer	✓			✓	✓	✓	✓
PC-to-PC computer audio	✓			✓	✓	✓	✓

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	LYNC-CAL-STD	LYNC-CAL-ENT	LYNC-CAL-PLUS	LYNC-SPLA-STD	LYNC-SPLA-ENT	LYNC-SPLA-PLUS	LYNC-SPLA-EPLUS
PC-to-PC computer video	✓			✓	✓	✓	✓
Rich Presence	✓			✓	✓	✓	✓
Persistent Group Chat	✓			✓	✓	✓	✓
Site Search	✓			✓	✓	✓	✓
IM/P from office Applications	✓			✓	✓	✓	✓
PC-to-PC IM, audio and video with users at federated organizations & Public IM networks	✓			✓	✓	✓	✓
Conference Attendee Experience: Join an ad hoc or scheduled meeting; send/receive audio/video; view shared application; view/write whiteboard (for authenticated user)	✓			✓	✓	✓	✓
Conference Presenter Experience: Upload and advance PowerPoint slides; Initiate Recording; Share application; Manage Roster; Manage Meeting lobby; Use DTMF controls (for authenticated users)	✓			✓	✓	✓	✓
<b>Audio, Video and Web Conferencing</b>							
Initiate/Schedule ad-hoc multi-party(3+) audio conference (including dial-out PSTN and/or PBX user)		✓	✓		✓	✓	✓
Initiate ad-hoc multi-party video conference		✓			✓		✓
Initiate ad-hoc application sharing (P2P or multi-party)		✓			✓		✓
Initiate ad-hoc white boarding (P2P or multi-party)		✓			✓		✓
Schedule and host		✓			✓		✓

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	LYNC-CAL-STD	LYNC-CAL-ENT	LYNC-CAL-PLUS	LYNC-SPLA-STD	LYNC-SPLA-ENT	LYNC-SPLA-PLUS	LYNC-SPLA-EPLUS
conferences on the audio conferencing bridge (CAA)							
Schedule web conferences		✓			✓		✓
Automatically join meeting audio from PBX or other phone number		✓			✓		✓
Dial out to PSTN			✓			✓	✓
Receive calls from PSTN			✓			✓	✓
<b>Enterprise Voice</b>							
Initiate/Schedule ad-hoc multi-party (3+) audio conference (including dial-out and/or PBX user)		✓	✓		✓	✓	✓
Initiate ad-hoc multi-party video conference		✓			✓		✓
Initiate ad-hoc application sharing (P2P or multi-party)		✓			✓		✓
Initiate ad-hoc white boarding (P2P or multi-party)		✓			✓		✓
Schedule and host conferences on the audio conferencing bridge (AA)		✓			✓		✓
Schedule web conferences		✓			✓		✓
Automatically join meeting audio from PBX or other phone		✓			✓		✓
Dial out to PSTN			✓			✓	✓
Receive calls from PSTN			✓			✓	✓

### 3.3.4 SharePoint

#### Data Centre Deployment Options

SHPT-1-DC	Single (Primary) DC
SHPT-2-DC	Dual (Primary and Secondary) DCs

#### User Options

SHPT-H	SharePoint Users
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## 3.3.5 Other Options

VPN-TERM	VPN termination
DC-INT	Nominal Internet bandwidth

## 4. Hosting

BT will host BT's Supplier's Equipment required to provide the Service in a data centre environment providing security, resilience, power and air conditioning. The data centre(s) from which the Services will be provided will be detailed on the Order Form.

### 4.1 Security

- a) Data centres are secured within a fenced compound with a single access point with a controlled gate or manned barrier. The perimeter and compound are monitored with video surveillance with guards on site 24x7. Any person accessing the site does so by invitation or prior arrangement only.
- b) Security systems include intruder detection, vehicle recognition and biometric identification. The data centres are purpose-built to support co-location and managed service solutions.
- c) Resilient connectivity to the Internet is provided, with a range of network connectivity options to enable the Customer to connect securely to its own network.
- d) CCTV cameras monitor internal and external activity.
- e) Entrances to the data centre sites are controlled by a fully integrated security systems incorporating, intruder detection, vehicle recognition and physical measures. There is 24x7 manned presence and automatic barriers control vehicle entry and exit.

### 4.2 Power and Cooling

- a) The data centres have resilient power feeds with separate and redundant parallel power streams are connected uninterruptible power supplies (UPS) providing no-break supplies all in an N+1 configuration.
- b) Racks are provided with two resilient 13A power feeds supplied from separate Power Supply Units (PSU), terminating on separate power strips.
- c) Refrigeration is provided in N+1 configuration allowing fallback capacity to manage the total load of the data centre.

### 4.3 Fire Detection

Data centres have smoke detection alarm systems, installed throughout the computing areas. Fire monitoring and suppression is also provided using co-incidence technology and fire suppression to the computer halls.

### 4.4 Network

- a) BT's Supplier's Equipment is locally networked on a resilient network and is connected to the Internet through managed resilient security firewalls.
- b) The Customer may access the Service and the Internet if applicable via the Customer's chosen Virtual Private Network (VPN) (provided by and subject to a separate agreement). BT will make provision for the hosting of the termination of the VPN circuit(s) in the data centres.
- c) Firewall technology is used to maximise the security of Customer Information.
- d) The shared network is designed with future capacity demands. This includes:
  - i) Gigabit Ethernet for local area networks within the data centre; and

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- ii) All routers and firewalls are rated for gigabit connections.
- e) The hosting infrastructure is built on Cisco, Checkpoint and Nokia network appliances delivering a high standard of technology.

### 4.5 Internet Connectivity

Internet access is provided as part of the Service using a shared Internet provision in the primary and (where applicable) secondary data centres. The Customer is provided with a nominal maximum capacity as detailed in the Order Form.

### 4.6 Virus Checks

- a) BT will provide and operate antivirus protection for the operating system from market leading suppliers with automatically updated signature files for all servers on which Operating System Management is provided.
- b) BT will operate mailbox level antivirus on all email servers on which Application Management is provided.

## **5. Equipment**

5.1 BT via BT's Supplier's will provide the BT's Supplier's Equipment to be deployed in the data centre(s), as set out in the Order Form.

5.2 BT reserves the right to upgrade to a better specification, provide additional capacity, or swap out BT's Supplier's Equipment for equipment of similar specification to meet BT's operational requirements. This will be carried out at no charge to the Customer. Appropriate notice will be given to the Customer to minimise impact to the relevant Service and this will be managed in accordance with Clause 5 of the General Terms and Conditions.

## **6. Operating System Management**

6.1 Operating System Management will be supplied by BT for the Services.

### 6.2 Installation

Operating system installation will be carried out by BT in line with current industry practice for security and performance, and optimised for the application of the server.

### 6.3 Version and Upgrades

The operating system version installed will be as per the details set out in the Order Form. If, at the Customer's request, BT is subsequently required to install a different operating system point release, service pack or major version upgrade, this may incur additional charges, and will be handled in accordance with Clause 24 of the General Terms and Conditions.

### 6.4 Patching

Operating system patches for maintenance and security are applied by BT automatically, to conform to vendor best practice for security and availability.

### 6.5 Management

The health, performance and security of the operating system is monitored by BT and appropriate steps are taken to ensure that the availability of the Operating System meets the relevant Service levels as set out in Clause 11.

### 6.6 General

Applications failing to restart following a backup will be restarted if a process has been agreed with the Customer.



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### **7. Application Management**

Application Management is provided by BT for the applications delivering the Services specified in the Order Form.

Application installation will be carried out by BT in line with current industry practice for security and performance, and optimised and configured for the role of the server.

#### **7.1 Versions and Upgrades**

The Customer will be advised by BT which application version is installed. If BT is subsequently required to install a different application point release, service pack or major version upgrade at the request of the Customer, this may incur additional charges, and will be carried out in line with Clause 24 of the General Terms and Conditions.

#### **7.2 Patching**

Application patches for maintenance and security will be applied by BT as part of the Application Management Services in line with application vendor guidelines and co-ordinated with the process set out in Clause 5 of the General Terms and Conditions.

#### **7.3 Management**

The health, performance and security of the managed application is monitored by BT and appropriate steps are taken to ensure that the availability of the managed application meets the Service levels set out in this Service Schedule.

#### **7.4 Vendor Support**

BT will maintain an escalation support arrangement with Microsoft and BT will escalate server-side support issues to Microsoft under the relevant escalation support arrangements.

### **8. Data Backup and Restore**

8.1 BT will restore data, at the Customer's request, from the following points in the past ("Recovery Point Objective" ("RPO")):

- a) RPO of 1 day for the previous 14 days.
- b) Any other agreed backup arrangement detailed on the Order Form.

8.2 Requests by the Customer for data restores, back up or recovery other than outlined above may incur an additional charge, and will be handled by BT and the Customer in accordance with Clause 24 of the General Terms and Conditions.

### **9. User Administration**

9.1 BT will provide User administration for the Services as set out in the Order Form.

#### **9.2 User Administration Tasks**

Typical User administration tasks may include:

- Add, change, delete group;
- Add, change, delete user;
- Change access control;
- Change mail routing;
- Password reset.

No User administration services are provided in relation to mobile handsets

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### 9.3 Exceptional Requests

BT reserves the right to handle as exceptions tasks that are not reasonably considered to be part of standard User administration requirements (e.g. large batch rename, re-certification, deletion, etc). Such exceptions may incur additional charges and will be handled in line with Clause 24 of the General Terms and Conditions.

### 9.4 Software Licences

- a) BT will supply all required software licensing for the management and monitoring of the service and all Microsoft Windows 2008 operating system licences.
- b) Any other BT supplied licences (including application software and client access licences) will be listed explicitly in the Order Form and these will be deployed on BT's Supplier's Equipment and BT will procure the necessary licence for hosting on BT's Supplier's Equipment.
- c) The Customer will remain responsible for the provision of all application and any client access licence(s) not specified in the Order Form.

## **10. Service Management and Service Desk**

10.1 All Services are connected to a dedicated management network and will be monitored and managed by BT. BT will provide 24x7 monitoring of the server hardware, and network infrastructure and will notify the Customer's Systems Administrator by telephone and/or email, if a fault is identified. The System Administrator is able to request changes to the Service in line with Clause 24 of the General Terms and Conditions and make requests for User administration to be carried out by the Service Desk. The System Administrator is allowed to nominate other people to become System Administrators. The Customer will ensure that during the Contract BT is provided with the contact details for a minimum of 2 personnel (and a maximum of 4) who will be nominated as the System Administrators and who the Customer agrees will be authorised to contact the Service Desk on its behalf.

### 10.2 Service Desk

- a) BT provides support via a 24x7 team providing 2nd level support functions.
- b) The Service Desk provides support for incident management, problem management, service requests and change management. The Customer will be informed by BT of the status of their incident/request/change via their preferred communication method.

### 10.3 Customer First Line Support

- a) The Customer will provide its own first line service desk which should meet the following requirements:
  - i) available at times appropriate to its reasonable business demands;
  - ii) familiar with the Customer solution;
  - iii) the first point of contact for all its Users;
  - iv) responsible for dealing with day to day management queries.

### 10.4 Second Line Service Desk

BT will establish and operate a single fault reporting second line Service Desk on a dedicated number and email address. The Service Desk will:

- i) provide 2nd line support to the System Administrators;
- ii) handle service requests raised by the Customer;
- iii) track and manage incidents raised by the Customer and BT management systems;
- iv) at BT's discretion, escalate any unresolved incidents to a 3rd line technical support team which will have full administration rights over the Service and will receive alerts

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from the monitoring tools. Where necessary this helpdesk will request support from equipment and software suppliers;

- v) handle general enquiries from the System Administrator(s) including planned work, request for information, requests for Service changes;
- vi) at BT's discretion, escalate unresolved incidents to vendors in line with BT or the Customer's provided escalation support processes.

### 10.5 Incident Notification

- a) On receipt of a notification of an incident or a request for assistance, an initial assessment will be undertaken by the Service Desk, a reference will be provided and a priority level agreed with the Customer.
- b) The Customer will use reasonable endeavours to ensure that the Customer retains a record of the incident reference which, in the event of a claim under the relevant service levels by the Customer, should be quoted.
- c) BT will provide progress updates:
  - i) on resolution of the fault or problem;
  - ii) on any change of resolution target time;
  - iii) with Priority 1 incidents on a 1 hourly basis or as otherwise agreed.
- d) At the close of Priority 1 faults an incident report will be made available to the Customer.
- e) For Priority 2 and Priority 3 incidents, the Customer notification will be agreed with the System Administrator and the Service Desk at time of fault notification.

### 10.6 Incident Management Procedure

BT will manage the rapid resolution of any Priority 1 and Priority 2 incidents and proactively manage the resolution of underlying causes by liaising with the relevant 3rd line support teams and the Customer.

#### 10.6.1 Incident Management Progress Reports

As detailed below, BT will keep the Customer informed of the progress of the incident investigation.

Priority	Abbreviation	Initial Response
1	P1	15 minutes (subsequent updates at 1 hour intervals)
2	P2	1 hour
3	P3	4 hours
4	P4	3 Days
Incident Report		An incident report will be provided for Priority 1 Incidents within 48 hours of fault resolution

#### 10.6.2 Incident Management Tracking

Where a Priority 1 or Priority 2 incident has been logged with the Service Desk, BT will ensure that all parties required to work on the incident are engaged. The Customer and BT will agree update frequencies for Priority 1 and Priority 2 issues, throughout the life of the incident.

#### 10.6.3 Incident Management Scope

BT's incident management process will incorporate the following:

- i) Incident.
- ii) Problem.

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- iii) Known Error.
- iv) Request for Change (RFC)
- v) Resolution.

### 10.6.4 Incident Management Ownership

The Service Desk will retain overall ownership of any incident until the incident has been resolved and closed.

### 10.7 Priority Definitions

Each incident is assigned a priority code that is assigned based on an assessment of the business impact. The level of the priority code determines the speed of response. The priority will be agreed between the Service Desk and the Customer when the incident is logged.

The following incident priority definitions will be used:

Priority	Definition
1	System interrupt or full Service loss
2	Partial loss of Service
3	Low impact effect on Service
4	General Service query or request for information

### 10.8 Priority 1 Incidents

Where a Priority 1 incident is declared, BT will take the following actions:

- i) An immediate assessment of the impact of the incident will be made and the Priority Level will be agreed by the Service Desk and the Customer;
- ii) The Service Desk will progress the Priority 1 incident at the highest priority, providing the Customer specific updates as agreed on a case by case basis, until the incident has been resolved or has reverted to BT's 3rd line Support. The Service Desk will manage the incident providing updates to the Customer until the incident is resolved.

### 10.9 Escalation Procedure

In addition to any other escalation procedures, the escalation procedures for Service affecting incidents not resolved in line with target fix times will be as follows:

Priority 1 Incidents		
Stage	Target fix time exceeded by	Contact
1	2 Hours	Service Desk Manager
2	4 Hours	Service Delivery Manager
3	8 Hours	General Manager

### 10.10 Planned Maintenance and Other Maintenance

- a) From time to time, BT may schedule maintenance work planned in advance to be carried out by BT or on behalf of BT that may cause the Service(s) or part of the Service(s) to be suspended. Where possible, Planned Maintenance will be during low usage periods for the Customer. Before carrying out any Planned Maintenance, the Service Desk will give the Customer as much reasonable notice, and whenever practicable will agree in advance with the Customer when the Service(s) will be suspended.

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- b) Emergency maintenance, updates, and other procedures will be scheduled by BT, on a case-by-case basis. Advance notice will be given to the Customer where reasonably practicable. BT will have no liability to the Customer for interruptions of the Service due to maintenance activities carried out in a case of emergency or interruptions due to Planned Maintenance.

### 10.11 Service Desk Language

The language of the Service Desk is English.

### 10.12 Service Account Management

- a) Service account management covers the service-based relationship with the Customer and ensures that the overall Service is delivered in line with agreed service levels set out in the relevant Service Schedules.
- b) BT's Service account management representative carries out the following key activities:
  - i) operates and participates in meetings and teleconferences dealing with service issues.
  - ii) provides service level reporting the Customer and feedback to the Service Desk.
  - iii) outlines how existing or new services can deliver value and how the current services can be used to maximise value.
  - iv) ensures the service delivered aligns with the Contract.
  - v) determines and document changes to requirements for new or changed services.
  - vi) ensures Customer satisfaction targets are met.
  - vii) Service management meetings will take place either face to face or via telephone conference quarterly (every three months) or at a lesser frequency agreed with the Customer.

## **11. Service Level Agreement**

The Services are provided in accordance with the Service Level Agreement ("SLA"), for Service availability and User administration, as set out below.

### 11.1 Service Availability

- a) the SLA for Service availability will be 99.7% Standard Availability, unless the Order Form states that the High Availability of 99.9% will apply.
- b) Service availability is measured on an individual Service basis, across monthly reporting periods, beginning on the 1st day of a calendar month.
- c) for the purposes of calculation of Service availability, service downtime commences from the point at which the incident is logged by the Service Desk and ends when the Customer is notified that the incident has been resolved.
- d) the SLA for availability apply only to Priority 1 Service affecting faults as described in Clauses 10.6 10.7 & 10.8.

### 11.2 User Administration

- a) BT offers SLAs for routine administrative requests, based on the priority of the request. Typical tasks and their associated SLAs are presented in the table below:

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Example Administrative Request	Standard Priority and SLA
Add new group Add new user Change Access Control Change customer details Change admin details Change group Change mail routing Delete user Delete mailbox Delete group Modify user Password reset	Priority 2  1 day
Add new users (>50) Modify users (<50)	Priority 3  3 days

- b) The Customer may request that service requests are escalated and carried out at a higher priority for certain situations. This may be required in the case of a potential security breach, high level User etc.

### 11.3 Exclusions to the Service Level Agreement:

- a) The SLAs do not apply where the unavailability of the Service or the failure in User administration is due to:
- i) the acts or omissions of the Customer or of any third party which lead to BT not being able to provide all or part of the Services.
  - ii) any cause beyond BT's reasonable control.
  - iii) a fault on the Customer's network or own equipment configuration.
  - iv) a fault in the software such as the operating system, the application software or the Customer's application.
  - v) BT awaiting information from the Customer or awaiting confirmation from the Customer that the Service has been restored.
  - vi) scheduled or notified downtime, such as but not limited to planned maintenance.
  - vii) faults or omissions of other Internet or network service providers.
  - viii) faults or omissions in, equipment, wiring, cabling, software or other services which are not maintained by BT or which are not provided by BT under this Service.
  - ix) any faults caused by the Customer's unreasonable use of the Services.
  - x) any breach by the Customer of its obligations under this Contract.
  - xi) any faults found to be caused by a virus introduced negligently or otherwise by the Customer or their equipment due to any or all of the following:
    - i) any Customer employee failing to abide by the Customer's virus protection policy; or
    - ii) the Customer omitting to implement a virus protection policy.

### 11.4 Service Credits

- (a) The Customer will be entitled to claim Service credits if in each calendar month that the following conditions occur:-
- (i) the availability of the Service falls below the level set out in Clause 11.1; or

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- (ii) the number of Service requests that do not achieve the User Administration SLA, set out in Clause 11.3 above, when divided by the total number of Service requests subject to the SLA in that period > 10%.
  - (b) The Service credit that the Customer is entitled to claim will depend upon whether one or both of the conditions set out in Clause 11.4 (a) above are satisfied. If one of these conditions is satisfied 5% of the charges for the Service in the relevant calendar month and if both are satisfied the applicable Service credit will be 10 per cent of these charges.
- 11.5 Making a Claim
- a) The Customer must make claims under the relevant Service Level Agreement for the Service which has not met the Service Level Agreement.
  - b) A claim must be made within 1 month of the end of the month in which the Service Level Agreement has not been met otherwise a claim will not be accepted.
  - c) BT reserves the right to verify claims against fault references quoted by the Customer for Service credits to ensure they are in accordance with the given Service levels.
- 11.6 Application of Service Credits
- a) Once verified, claims will be credited to the Customer by means of a reduction in the Customer's Service charges relating to the Service for which the Customer is making a claim. Where reasonably practicable this credit will be applied to the next available invoice, or if not available, via a credit note.
  - b) For the avoidance of doubt payment of any Service credits is made in full and final settlement of BT and BT's Supplier's failure to provide the Service.

### **12. Minimum Period of Service**

The Service will commence on the Operational Service Date and unless otherwise stated on the Order Form will continue for a Minimum Period of Service of 12 months. After the expiry of the Minimum Period of Service, BT reserves the right to vary Charges and/or propose new Charges to the Customer for acceptance.

### **13. Charges**

- 13.1 The Charges are set out in the Order Form.
- 13.2 BT's initial invoice will include where applicable initial set-up fees, first quarterly rental charges and any migration fees, all subsequent invoices will be quarterly in advance in accordance with Clause 8 of the General Terms and Conditions.

### **14. Changes to Service Schedule**

Should requirements for Services covered by this Service Schedule change, then the Service Schedule will be updated to include such changes. Changes shall be notified to and where appropriate agreed with the Customer in accordance with Clause 24 of the General Terms and Conditions.

### **15. Supplemental Conditions**

- 15.1 Customer Data (Clause 25.7 of the General Terms and Conditions refers)
- a) Upon termination of the Contract BT will, upon request by the Customer, provide to the Customer all Customer owned data as follows:

## **Conditions for ICT Partner Solutions – Service Schedule for Applicable Hosting Services**

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- i) all Customer email data residing on the email servers.
- ii) all application data residing on the other application servers.

### 15.2 Additional Customer obligations regarding Use of the Service (Clause 7 of the General Terms and Conditions refers)

The Customer will:

- a) not use the Service in contravention of any code of practice, instructions or guidelines issued by a regulatory authority, third party's rights or BT's Acceptable Use Policy located at [www.bt.com/acceptableuse/](http://www.bt.com/acceptableuse/); and
- b) ensure the Service is not used to send, communicate, knowingly receive, upload, download, use or re-use any information or material that are offensive, abusive, indecent, defamatory, obscene or menacing, cause annoyance, inconvenience needless anxiety or in breach of confidence, copyright, privacy or any other rights; or
- c) not use the Service to send or provide unsolicited advertising or promotional material, or knowingly to receive responses to any unsolicited advertising or promotional material sent or provided using the Services by any third party; or
- d) allow the server capacity or the Software made available to it in any way which, in BT's opinion is, or is likely to be, detrimental to the provision of the Services to the Customer or any of BT's other customers; or
- e) not resell or attempt to resell the Services (or any part or facility of them) to any third party as the Services are provided solely for the Customer's own use); or
- f) not use a domain name or URL, which infringes the rights of any person in a corresponding trade mark or name.

In addition the Customer will;

- a) respond to requests for information in a prompt and timely manner, where such requests are reasonably made by or on behalf of BT to enable BT to comply with its obligations under the Contract;
- b) not attempt at any time to circumvent system security or access the source software or compiled code;
- c) not permit anyone else to copy, store, adapt, modify, transmit or distribute the Services.

### 15.3 Security

- a) The Customer is responsible for the proper use of User Security Details, if any, and must take all necessary steps to ensure they are kept confidential, secure and not made available to unauthorised persons.
- b) If the Customer believes that any User Security Details are or are likely to be used in an unauthorised way, the Customer must inform BT immediately. The Customer must not change or attempt to change a user-name without BT's prior agreement.
- c) BT does not guarantee the security of the Service against unauthorised or unlawful access or use. If BT believes there is or is likely to be a breach of security or misuse of the Service BT may:
  - i) change and/or suspend the User Security Details (and notify the Customer that it has done this); or
  - ii) require the Customer to change the User Security Details.

### 15.4 Internet

Where the Service allows access to the Internet the Customer understands and agrees that the use of the Internet is at the Customer's own risk.