



# Managed Service Schedule to the General Terms

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## A note on 'you'

'You' and 'your' mean the Customer.

## Definitions and order of priority

Words that are capitalised but have not been defined in this Managed Service Schedule have the meanings given to them in the General Terms and the Associated Services Schedules.

In case of any conflict between any of the terms in this Managed Service Schedule and the terms to the Associated Services Schedules, the terms of this Managed Service Schedule will take priority.

## Part A – The Managed Service

### 1 Service Summary

- 1.1 BT will provide you with a range of management services to your Associated Services ("**Managed Service**").
- 1.2 Your Managed Service will consist of the following mandatory components:
  - 1.2.1 Packaged Deployment Services - you will choose one or more of the project management options as set out in Paragraph 2.16; and
  - 1.2.2 Managed Service Packages - you will choose one of the Managed Service Packages as set out in Paragraph 2.1.
- 1.3 In addition to the mandatory components set out in Paragraph 1.2, you will be able to choose one or more of the following options:
  - 1.3.1 Professional Services; and
  - 1.3.2 dependent on your Associated Service, Vital Port Monitoring, In-band Management or Out of Band Management.

### 2 Service Package

- 2.1 You will choose one of the Managed Service Packages as set out below and in any applicable Order. Not all elements of a Managed Service Package may be available for all Associated Services.

| Capabilities                    | Managed Service Package 1                             | Managed Service Package 2                             | Managed Service Package 3                             |
|---------------------------------|---|---|---|
| <b>Service Desk</b>             | Standard Desk   | Enhanced Desk   | Premium Desk  |
| <b>Service Management</b>       | N/A   | Desk-based Quarterly Review                           | Desk-based Monthly Review                             |
| <b>Maintenance Care Levels</b>  | Standard Care Level                                   | Standard Care Level                                   | Standard Care Level                                   |
|                                 | Enhanced Care Level                                   | Enhanced Care Level                                   | Enhanced Care Level                                   |
|                                 | Business Care Level                                   | Business Care Level                                   | Business Care Level                                   |
|                                 | Business Premium Care Level                           | Business Premium Care Level                           | Business Premium Care Level                           |
|                                 | International Maintenance Care Level                  | International Maintenance Care Level                  | International Maintenance Care Level                  |
| <b>Proactive Monitoring</b>     | Enhanced Proactive Monitoring WAN ADSL SFBB           | Enhanced Proactive Monitoring WAN ADSL SFBB           | Enhanced Proactive Monitoring WAN ADSL SFBB           |
|                                 | Enhanced Proactive Monitoring WAN                     | Enhanced Proactive Monitoring WAN                     | Enhanced Proactive Monitoring WAN                     |
|                                 | Enhanced Proactive Monitoring LAN                     | Enhanced Proactive Monitoring LAN                     | Enhanced Proactive Monitoring LAN                     |
|                                 | Enhanced Proactive Monitoring UCC                     | Enhanced Proactive Monitoring UCC                     | Enhanced Proactive Monitoring UCC                     |
|                                 | Enhanced Proactive Monitoring SD-WAN*                 | Enhanced Proactive Monitoring SD-WAN*                 | N/A   |
|                                 | Enhanced Proactive Monitoring SD-LAN*                 | Enhanced Proactive Monitoring SD-LAN*                 | N/A   |
|                                 | Enhanced Proactive Monitoring Wi-Fi Access Points*    | Enhanced Proactive Monitoring Wi-Fi Access Points*    | N/A   |
|                                 | Enhanced Proactive Monitoring Camera Connectivity*    | Enhanced Proactive Monitoring Camera Connectivity*    | N/A   |
|                                 | Enhanced Proactive Monitoring Environmental Sensors*  | Enhanced Proactive Monitoring Environmental Sensors*  | N/A   |
| <b>Configuration Management</b> | Archive and Restore                                   | Archive and Restore                                   | Archive and Restore                                   |
|                                 | MS Converged IP Application On-Site Archive & Restore | MS Converged IP Application On-Site Archive & Restore | MS Converged IP Application On-Site Archive & Restore |



| Capabilities                   | Managed Service Package 1  | Managed Service Package 2  | Managed Service Package 3   |
|--------------------------------|--|--|---|
| <b>Software Upgrades</b>       | Software Update Service<br>Software Update Cloud*  | Software Update Service<br>Software Update Cloud*  | Software Update Customer<br>N/A   |
| <b>Performance Reporting</b>   | Standard Service Report<br><br>Vendor Network and Application Reporting*<br><br>N+ Essential**** | Enhanced Service Report<br>Network Reporting<br><br>Vendor Network and Application Reporting*<br><br>N+ Standard**** | Enhanced Service Report<br>Network Reporting<br>Application Reporting<br><br>N/A<br><br>N+ Select**** |
| <b>Capacity Management</b>     | N/A  | Standard Capacity Management   | Enhanced Capacity Management  |
| <b>Availability Management</b> | N/A  | Standard Availability Management   | Enhanced Availability Management  |
| <b>Co-Management Service</b>   | Co-management Service Tier 1**<br>Co-management Service Tier 2***                                | Co-management Service Tier 1**<br>Co-management Service Tier 2***  | N/A   |
| <b>Change Management</b>       | SSR Pay as you Go<br>N/A   | SSR 5<br>SSR 10*   | SSR 10<br>N/A   |

\*Available/applicable to SD-WAN and Security solutions only

\*\*Available to Fortinet SD-WAN and Zscaler Firewall solutions only

\*\*\*Available to Fortinet SD-WAN solutions only

\*\*\*\*Available to LAN solutions only

## 2.2 Service Desk

- 2.2.1 In respect of each of the Managed Service Packages BT will provide you with a Service Desk that you will report all Incidents to and that will:
- record all Incidents that you or BT's proactive incident management system report;
  - perform initial diagnostics on any reported Incidents;
  - take full ownership of the Incident and manage it end-to-end and, if necessary, will escalate the Incident for resolution;
  - once the Incident has been resolved, manage any MS Equipment in accordance with the relevant warranties for the MS Equipment as set out in the Associated Services Schedules. If an issue with the MS Equipment falls outside the scope of any warranty terms in the Associated Services Schedules, you may incur additional Charges for BT's time spent resolving the issue;
  - send an engineer to a Site, if required, in accordance with your chosen Maintenance Care Level;
  - be available for you to contact by telephone, e-mail or through the Managed Services Portal;
  - aim to pick up calls within 30 seconds;
  - aim to contact you within 30 minutes of a proactive alarm being received from your Associated Services; and
  - operate 24x7x365.
- 2.2.2 In respect of Managed Service Packages where Co-Managed Service Tier 2 ("**CMS Tier 2**") is selected and the Incident is related to the use of Co-Management Service, BT will provide you with a Service Desk that you will report all Incidents to and that will:
- record all Incidents that you report;
  - perform initial triage on any reported Incidents and review the investigation already carried out by your internal resources;
  - take ownership of the Incident from the point of receipt of the Incident and manage it end-to-end and, if necessary, will escalate the Incident for resolution;
  - once the Incident reported to BT has been resolved, manage any MS Equipment in accordance with the relevant warranties for the MS Equipment as set out in the Associated Services Schedules. If an issue with the MS Equipment falls outside the scope of any warranty terms in the Associated Services Schedules, you may incur additional Charges for BT's time spent resolving the issue;
  - send an engineer to a Site, if required, in accordance with your chosen Maintenance Care Level;
  - be available for you to contact by telephone or through the Managed Services Portal;
  - aim to pick up calls within 30 seconds; and



(h) operate 24x7x365.

2.2.3 You will co-operate with BT to help log and resolve Incidents, including providing all information reasonably required by BT and undertaking remote diagnostic.

2.2.4 A failure to comply with Clause 2.2.3 may result in BT suspending the CMS Tier 2.

### 2.3 Service Management

2.3.1 Depending on the Managed Service Package selected, where applicable, you will receive the default of one of the five options of Service Management. These options are:

- (a) Desk-based Quarterly Essential Overview;
- (b) Desk-based Quarterly Review;
- (c) Desk-based Monthly Review;
- (d) Face-to-face Quarterly Review; and
- (e) Face-to-face Monthly Review.

You may choose to enhance this option depending on your requirements. The default options are set out in the table at Paragraph 2.1.

#### 2.3.2 Desk-based Quarterly Essential Overview

- (a) The Desk-based Quarterly Essential Overview is available with Managed Service Package1 at an additional Charge.
- (b) BT will appoint a Desk-Based Service Manager who will be available during Business Hours and will act as the in-life contact for you after the Service Start Date and will, remotely:
  - (i) conduct service reviews of your Associated Services via audio meetings on a three-monthly basis. The Desk-based Quarterly Essential Review does not include any face-to-face meetings; and
  - (ii) provide a point of escalation within BT for you related to service delivery, service design, service assurance and complaints.

#### 2.3.3 Desk-based Quarterly Review and Desk-based Monthly Review

BT will appoint a Desk-based Service Manager who will be available during Business Hours and will act as the in-life contact for you after the Service Start Date and will, remotely:

- (a) conduct reviews of the Associated Services via audio meetings on a monthly or three-monthly basis, depending on the Service Management option selected in the Order. The Desk-based Quarterly Review and Desk-based Monthly Review options do not include any face-to-face meetings;
- (b) produce and manage a service development plan based on the Service Levels. The service development plan is aimed at maintaining and where appropriate improving the delivery of the Managed Service and any Associated Services to you; and
- (c) where you have selected a performance reporting option, monitor network performance against the specific Service Levels set out in any Associated Services Schedule and manage delivery of your Service Reports.

#### 2.3.4 Face-to-face Quarterly Review and Face-to-face Monthly Review

BT will appoint a Face-to-face Service Manager who will be available during Business Hours and will act as the in-life contact for you after the Service Start Date and will remotely (or on Site at your request if agreed by BT and at an additional Charge):

- (a) conduct reviews of the Associated Services on a monthly or three-monthly basis, depending on the Service Management option selected in the Order;
- (b) produce and manage a service development plan based on the Service Levels. The service development plan is aimed at maintaining and where appropriate improving the delivery of the Managed Service and any Associated Services to you;
- (c) where you have selected a performance reporting option, monitor network performance against the specific Service Levels set out in any Associated Services Schedule and manage delivery of your Service Reports;
- (d) contribute to the overall strategy for the Associated Services and provide recommendations in relation to the Associated Services; and
- (e) provide attendance at a BT change advisory board on your behalf and advise you of any recommendations resulting from the board in relation to the Associated Services.

### 2.4 Contract Change Management

#### 2.4.1 Contract Change Manager

Where you have purchased Contract Change Manager as an additional option to your Managed Services tier, BT will appoint a dedicated Contract Change Manager ("**CCM**") who will act as the in-life contact for you after the Service Start Date.

- (a) The CCM will be responsible for and perform the following activities:
  - (i) ownership of all commercial and contractual issues associated with this Contract;
  - (ii) attendance at service reviews in accordance with the Service Management option selected in the Order;
  - (iii) manage any non-standard requirements agreed to by BT and set out in the Order; and
  - (iv) work with BT's account team and you to assist in ensuring that the Managed Service and Associated Services reflect your requirements and recommend any additional Associated Services to meet your requirements.
- (b) The CCM Service is only available to you if you have selected a Service Management option.
- (c) The CCM will be based in the UK and will be available during Business Hours. You will pay BT additional Charges:
  - (i) for any work carried out by BT outside Business Hours; and
  - (ii) reasonable travel and accommodation expenses if you require the CCM to travel outside the UK.
- (d) The CCM will only support services provided under the Managed Service Schedule and any Associated Services. Issues related to other BT services and contracts will not be covered by the Contract Change Management Service offered under this Contract.
- (e) You may raise further orders if additional work is required outside the scope of the work set out in the Order for the CCM and additional Charges will apply.

#### 2.4.2 Contract Change Manager Flex

- (a) Where you have purchased Managed Service Package 1 or Managed Service Package 2 and you require assistance with specific tasks, you may purchase the services of a Contract Change Manager for a period of one to three months ("**Contract Change Manager Flex**").
- (b) BT will agree the specific tasks with you and the period of time required.
- (c) The services of the Contract Change Manager Flex will be charged on a Professional Services basis.

## 2.5 Maintenance Care Levels

2.5.1 You will choose one of the following Maintenance Care Levels for your Managed Service Package as set out in your Order:

- (a) **Standard Care Level**  
BT will provide an Incident repair service operating during Business Hours under which BT will aim to respond to an Incident report within four Business Hours and to resolve an Incident within 18 Business Hours of BT acknowledging receipt of the Incident ("**Standard Care Level**").
- (b) **Enhanced Care Level**  
BT will aim to respond to an Incident within two hours and to resolve an Incident within 20 hours of BT acknowledging receipt of the Incident ("**Enhanced Care Level**").
- (c) **Business Care Level**  
BT will provide an Incident repair service operating during hours from 0800 to 2100 from Monday to Sunday, including Bank Holidays and will aim to respond to an Incident within two hours during the Coverage Period of receipt and to resolve an Incident within eight hours during the Coverage Period of BT acknowledging receipt of the Incident. If you ask BT to carry out any work outside these hours you will incur additional Charges ("**Business Care Level**").
- (d) **Business Premium Care Level**
  - (i) BT will aim to respond to an Incident report within two hours of its receipt and to resolve an Incident within five hours of BT acknowledging receipt of the Incident ("**Business Premium Care Level**").
  - (ii) Business Premium Care is not available at a Site where the Associated Services are delivered via ADSL.
- (e) **International Maintenance Care Level**
  - (i) BT will aim to respond to an Incident report within two hours of its receipt and to resolve an Incident within the target response time as set out in the table below ("**International Maintenance Care Level**").
  - (ii) There are no Resolution Service Credits applicable to the International Maintenance Care Level.



| International Maintenance Care Level Option | Resolution Time   | Coverage      |
|---|-------------------|---------------|
| 1 or 11                                     | 5 hours           | Business Days |
| 2 or 12                                     | 5 hours           | Business Days |
| 3 or 13                                     | 5 hours           | 24x7x365      |
| 4 or 14                                     | 3 hours           | Business Days |
| 5 or 15                                     | 3 hours           | Business Days |
| 6 or 16                                     | 3 hours           | 24x7x365      |
| 7 or 17                                     | Next Business Day | Business Days |

**2.5.2** Maintenance Care Levels will cover the following:

- (a) Incidents resulting from normal wear and tear of MS Equipment; and
- (b) for an additional Charge, Incidents from other causes, including:
  - (i) MS Equipment misuse including incorrect environmental conditions such as temperature and humidity, mains electrical surges or failures;
  - (ii) lightning damage to MS Equipment including electromagnetic interference or any other accidental or deliberate damage;
  - (iii) correction of defects following the removal or connection of MS Equipment other than by BT;
  - (iv) connection by you of other equipment to the MS Equipment;
  - (v) denying BT access to the MS Equipment; and
  - (vi) unauthorised activity or access to your Customer Network where installation of the last archived configuration of your Customer Network has not resolved the Incident.

**2.5.3** Maintenance Care Levels do not cover:

- (a) IP telephony handsets;
- (b) loss of any Software programmes on MS Equipment; and
- (c) repair, replacement, provisioning or re-routing of your wiring or cabling to MS Equipment.

**2.5.4** In respect of any of the Maintenance Care Levels you have chosen for your Managed Service Package as set out in Paragraph 2.5.1:

- (a) you may report Incidents 24x7x365;
- (b) if you ask BT to carry out any work outside Business Hours for the Site, you will incur additional Charges;
- (c) Maintenance Care Levels may not be available for all Sites, countries or regions;
- (d) the same Maintenance Care Level will apply to all Associated Services of the same technology type that BT provides at your Site and you will only be able to select different Maintenance Care Levels where there are different technology types at your Site;
- (e) BT may, on giving as much prior Notice as is reasonably possible, terminate BT's obligation to provide the Maintenance Care Levels in respect of certain MS Equipment if at any time BT is unable to obtain support from BT's suppliers to enable BT to provide the Maintenance Care Levels. This may result in BT not being able to provide part or all of the Managed Service. Any failure by BT to provide the Maintenance Care Levels as a result of this Paragraph 2.5.4(e), will be excluded from any right by you to claim that BT has not met any Service Levels;
- (f) you will co-operate with BT to help log and resolve Incidents including, providing all information reasonably required by BT and undertaking remote diagnostics;
- (g) if the Customer Contact is not available at all reasonable times to help BT resolve the Incident, BT will not be liable to you for failure to meet the applicable target response and repair times for your Maintenance Care Level;
- (h) BT will resolve Incidents in the MS Equipment, in BT's discretion, by repair or replacement either in whole or in part; and
- (i) you may incur additional Charges if you fail to return replaced items to BT within 10 Business Days of BT requesting you to do so.

**2.6 Enhanced Proactive Monitoring for Associated Services**

**2.6.1** BT will, depending on your Associated Service:

- (a) provide a single management link between your Host Site and BT's management centre;
- (b) poll MS Equipment connected to a Stack;



- (c) monitor the status of MS Equipment to check that it is functioning correctly;
  - (d) carry out remote diagnosis if an Incident affecting the Associated Service is found and in such case:
    - (i) log the Incident;
    - (ii) attempt to resolve the Incident;
    - (iii) contact you within one hour of detecting an Incident; and
    - (iv) inform you what action has been taken or is required to resolve the Incident;
  - (e) in respect of Associated Services where applied to SD-WAN solutions, monitor the status of MS Equipment through the Cloud Hosted Control Infrastructure Controller.
- collectively called "**Enhanced Proactive Monitoring**".

### 2.7 Vital Port Monitoring

- 2.7.1 BT will, at five minute intervals, monitor the status and performance of the vital ports for your Associated Services ("**Vital Port Monitoring**").
- 2.7.2 You will specify the vital ports for BT to monitor and BT will verify that it is technically feasible to monitor these ports.
- 2.7.3 You will ensure all vital ports are available for BT to monitor 24/7/365.
- 2.7.4 BT will contact you within one hour of detecting an Incident and inform you what action has been taken or is required to resolve the Incident.
- 2.7.5 If you have selected a Service Package containing CMS Tier 2, any alerts detected by BT's monitoring tooling shall be directed to you, for you to act as required as outlined in Clause 2.2.3.

### 2.8 Depending on your Associated Service, BT will provide you with one or both of the following:

#### 2.8.1 In-Band Management

- (a) BT will provide you with a service that monitors your Customer Network and any MS Equipment provided through your Associated Services on a 24/7/365 basis ("**In-band Management**").
- (b) In-band Management consists of two virtual access circuits which work as a dedicated management link from BT's Network to your Host Site.
- (c) If In-band Management detects an Incident, BT will carry out remote diagnostics and attempt to resolve the Incident.

#### 2.8.2 Out of Band Management

- (a) BT will provide you with remote Incident management and will carry out remote diagnostics of MS Equipment on a 24/7/365 basis ("**Out of Band Management**").
- (b) Where BT detects, or you report an Incident, BT will:
  - (i) carry out initial remote diagnostics (rebooting, power retests) on the MS Equipment;
  - (ii) log the Incident where the MS Equipment is still not working following initial testing; and
  - (iii) attempt to resolve the Incident.
- (c) Where you have an ADSL based Out of Band Management circuit, this can only be provided when a PSTN line is procured, either through BT or another supplier. When it is procured by another supplier Paragraph 3.4 will apply.
- (d) Out of Band Management is not available at Sites outside of the UK.

### 2.9 Configuration Management

#### 2.9.1 Archive and Restore

- (a) BT will archive your Configuration Files and carry out configuration restoration in the event of a failure on your Associated Services ("**Archive and Restore**").
- (b) BT will record archive files on a weekly basis and the last three configurations for each device will be stored.
- (c) BT will record archive files for WAN and LAN each time a configuration change is made through SSRs.

#### 2.9.2 MS Converged IP Application On-Site Archive & Restore'

BT will:

- (a) archive Configuration Files and carry out configuration restoration in the event of a Managed Service failure or a failure on your Associated Services;
- (b) archive files to a Network Attached Storage ("**NAS**") device located within your Site. The NAS may be provided by BT (for a Charge) or by you to BT's specification; and





- (c) prepare archive files on a daily basis and the last three configurations for each device will be stored ("**MS Converged IP Application On-Site Archive & Restore**").

### 2.10 Software Upgrades

#### 2.10.1 Software Update Service

Except during the first six months from the Service Start Date, BT will remotely undertake a bi-annual review of Software running on any MS Equipment across mutually agreed Sites and if BT in its discretion considers appropriate, will update the Software operating on the MS Equipment ("**Software Update Service**").

#### 2.10.2 Software Update Customer

Except during the first six months from the Service Start Date, BT will perform the activities included with Software Update Service and in addition BT will remotely undertake one additional update per annum when requested to do so by you ("**Software Update Customer**").

#### 2.10.3 Software Update Cloud

BT will remotely undertake a review of Software running on any MS Equipment across mutually agreed Sites and if BT in its discretion considers appropriate, will update the Software operating on the MS Equipment ("**Software Update Cloud**").

#### 2.10.4 General terms for all Software Upgrades

- (a) Remotely updating Software does carry some risk of the MS Equipment not returning to a working state and subsequently requiring a reboot or engineer maintenance visit to your Site;
- (b) Where a Site visit is required as set out in Paragraph (a) the visit will be undertaken in accordance with the Maintenance Care Level you have selected on your Order;
- (c) You will provide an onsite contact for the duration of the upgrade who will be responsible for attempting to restart any MS Equipment that needs rebooting and will liaise with the Service Desk;
- (d) If BT is unable to remotely install the required Software in accordance with Paragraph 2.10.1, 2.10.2 and 2.10.3, BT will attend your Site to do so which will incur Charges at a daily rate and any associated reasonably incurred expenses.
- (e) In respect of all Software updates:
  - (i) BT will only install the Software on compatible MS Equipment during Business Hours, unless agreed otherwise between us, at a time agreed between us and you will incur Charges if you require Software to be installed outside of Business Hours;
  - (ii) BT will notify you if the MS Equipment is not compatible and any replacement of incompatible MS Equipment will be at your own cost; and
  - (iii) BT will notify you as soon as reasonably practicable of the duration and impact of any MS Equipment downtime as a result of BT installing the Software updates.
- (f) If you require additional Software updates in excess of that set out in this Paragraph 2.10, you may request upgrades at any time via the Managed Service Portal for an additional Charge.
- (g) BT will, where necessary, create and manage change records for the configuration and management of the MS Equipment;
- (h) BT will reactively update the Software for the MS Equipment:
  - (i) to mitigate stability issues, performance or functionality errors found during Incident resolution investigations;
  - (ii) to ensure that the software and firmware of the MS Equipment remains eligible for support of its manufacturer; and
  - (iii) where any upgrades are required to enhance the Managed Service.

### 2.11 Performance Reporting

- 2.11.1 BT will use its reasonable endeavours to ensure the accuracy and timeliness of the performance reports but does not guarantee the accuracy or completeness of any performance reports. Not all Service Reports will provide data for all Associated Services.

#### 2.11.2 Service Reporting

- (a) BT will deliver to you, on a monthly basis, a Service Report showing the number of Incidents reported and resolved in relation to your Associated Services ("**Service Reporting**").
- (b) The reports provided for the relevant Managed Service Package are set out in the table at Paragraph 2.1. You may wish to purchase additional reporting at an additional Charge, if available for the particular Managed Service Package or Associated Service.

#### 2.11.3 Network Reporting



- (a) BT will provide you with a range of performance reports which will show the performance of the MS Equipment, systems and applications used through your Associated Services at a current point in time and, if your Customer Network allows, during the previous 12 months ("**Network Reporting**").
- (b) Network Reporting will provide you with key statistics on areas such as CPU utilisation, memory utilisation, device availability and throughput.
- (c) BT will also provide you with access to a set of pre-defined reporting data via the Managed Service Portal to run and produce ad-hoc reports as and when required.

#### 2.11.4 IPSLA Reporting

If you select this option, BT will:

- (a) make available the IPSLA Report Module to show metrics related to latency, jitter and delay figures for the paths chosen; and
- (b) provide information in tabular format where appropriate and if available historical information covering the previous twelve months is included where relevant. Specific detail regarding content of the reports as well as frequency and format together with available options and facilities are as specified by BT. You may access all available reports via the network performance reporting application on the Managed Services Portal.

("IPSLA Reporting")

IPSLA Reporting is not available with all Associated Services.

#### 2.11.5 Application Reporting:

BT will:

- (a) provide access to a range of application performance information in graphical and tabular format where appropriate and if available historical information covering the previous month;
- (b) provide you with a range of flow analysis reports, run at near real time; and
- (c) specify the content of the reports, as well as frequency and format, together with available options and facilities. You may access all available reports via the application performance reporting application on the BT Managed Services Portal.

("Application Reporting")

Application Reporting is not available with all Associated Services.

Application Reporting data is restricted to 8000 data flows per second on your network. If the network exceeds 8000 data flows per second in-life, BT reserves the right to suspend collection of your Application Reporting data until a design review is completed.

#### 2.11.6 Vendor Network and Application Reporting

BT will provide you with access to the Managed Services Portal where you can access performance reports on your Associated Services ("**Vendor Network and Application Reporting**").

#### 2.11.7 N+ Reporting

BT will provide you with access to N+ Reporting, an online analytics and advanced reporting service that provides a consolidated inventory of network devices maintained through BT-approved tools, along with information on hardware and software lifecycle milestones, maintenance coverage, network common vulnerability exposure data and carbon emission estimates. Depending on the Managed Service Package selected, the service may include features to view, filter, and export reports and dashboards, with access to content and functionality determined by the selected service level and any optional add-ons purchased.

### 2.12 Capacity Management

#### 2.12.1 Standard Capacity Management

BT will:

- (a) provide a pre-defined standard capacity management report;
- (b) provide information in graphical and tabular format for the relevant month;
- (c) specify the content of the report, as well as the frequency and format, together with available options and facilities. You may access the report via the BT Managed Service Portal or via your Service Manager.

("Standard Capacity Management")

#### 2.12.2 Enhanced Capacity Management

BT will:

- (a) provide a pre-defined enhanced capacity management report;

- (b) provide information in graphical and tabular format where appropriate and if available historical information covering the previous 12 months;
- (c) provide recommendations to you regarding the performance of your network; and
- (d) specify the content of the report, as well as the frequency and format, together with available options and facilities. You may access the report via the BT Managed Service Portal or via your Service Manager.

("Enhanced Capacity Management")

## 2.13 Availability Management

### 2.13.1 Standard Availability Management

BT will:

- (a) provide a pre-defined standard availability service report in connection with the Associated Service(s);
- (b) provide information in graphical and tabular format for the relevant month;
- (c) specify the content of the report, as well as the frequency and format, together with available options and facilities. You may access the report via the BT Managed Service Portal or via your Service Manager.

("Standard Availability Management")

### 2.13.2 Enhanced Availability Management

BT will:

- (a) provide a pre-defined enhanced availability service report in connection with the Associated Services;
- (b) provide information in graphical and tabular format where appropriate and if available historical information covering the previous 12 months;
- (c) provide recommendations to you regarding the performance of the relevant Associated Services and discuss these with you;
- (d) provide an availability plan in an agreed format, based on our recommendations and discussions with you, on a quarterly basis; and
- (e) specify the content of the report, as well as the frequency and format, together with available options and facilities. You may access the availability report and the availability plan via the BT Managed Service Portal or via your Service Manager.

("Enhanced Availability Management")

## 2.14 Change Management – Simple Service Requests

- 2.14.1 BT will provide you with a simple service request service ("SSR") that enables you to request changes to your Managed Service and Associated Services.
- 2.14.2 BT will only proceed with a SSR once you have provided BT with all information that BT reasonably requires to complete the SSR.
- 2.14.3 BT will provide you with access to the Managed Services Portal that will allow you to request, manage and monitor the progress of your SSRs.
- 2.14.4 BT will assign each SSR a value in unit credits. The more complex or time consuming an SSR is to implement, then the more unit credits will be associated with the SSR.
- 2.14.5 You may only have 40 live separate SSRs requests open at any one time across all your Associated Services.
- 2.14.6 BT will apply Standard Delivery Lead Times to a maximum of four SSRs and agree specific delivery lead-times with you for five or more SSRs.
- 2.14.7 You may buy additional credits for SSRs at any time for an additional Charge.
- 2.14.8 If you choose the Managed Service 1 Package, BT will provide you with SSR Pay as You Go through which:
  - (a) you will be able to buy a pre-paid bundle of SSRs and use this bundle to pay for any SSRs you submit through the Managed Services Portal ("**SSR Pay as You Go**");
- 2.14.9 Where you have purchased pre-paid bundles:
  - (a) you may top up or buy additional SSRs when you have consumed your pre-paid bundle of SSRs;
  - (b) BT will not refund any Charges for unused SSR credit units; and
  - (c) if you have a negative balance of credit units outstanding for two consecutive weeks, BT will charge you for these credit units on your next invoice.
- 2.14.10 If you choose the Managed Service 2 Package, BT will allocate you five SSRs per annum for each piece of MS Equipment at a Site ("**SSR 5**").



- 2.14.11 If you choose the Managed Service 3 Package or Managed Service 2 Package with an SD-WAN Solution, BT will allocate you 10 SSRs per annum for each of MS Equipment at a Site ("**SSR 10**").
- 2.15 In respect of any changes to your Associated Services:
- 2.15.1 BT will implement the SSRs by means of a management link between your Host Site and BT's management centre;
  - 2.15.2 you will pay BT Charges for the work involved in reviewing existing configurations and any subsequent work; and
  - 2.15.3 you will provide BT an up-to-date inventory of MS Equipment to be covered by any requested SSRs and BT can do so on your behalf in respect of certain Associated Services for an additional Charge.
- 2.16 **Packaged Deployment Services**
- 2.16.1 **PDS Project Management**

BT will provide you with an implementation service covering project management, coordination, detailed solution design, installation, configuration, commissioning, acceptance testing and rollout of the Associated Services at your Site ("**PDS Project Management**"). You will choose one of the following options:
  - 2.16.2 **PDS Project Coordination**
    - (a) BT will appoint a project coordinator who will co-ordinate the implementation of the Associated Service and act as a single point of contact for you in all matters relating to the project ("**Project Coordinator**").
    - (b) The Project Coordinator will be office based and will not conduct face to face meetings with you.
  - 2.16.3 **PDS Hybrid Project Management**
    - (a) BT will appoint a BT project manager who will act as a single point of contact in respect of the management, detailed solution design, installation, configuration, commissioning, acceptance testing and roll-out of the Associated Service ("**BT Project Manager**").
    - (b) The BT Project Manager will be available to meet with you up to three times which will take the form of:
      - (i) an initial meeting to agree the implementation plan for your Associated Service;
      - (ii) a meeting at an agreed midpoint in the delivery of your Associated Service; and
      - (iii) a project review meeting towards the conclusion of the delivery of your Associated Services.
    - (c) You will be charged for the PDS Hybrid Project Management service on a full day rate basis only and not on a partial or across day basis.
    - (d) For an additional Charge and on reasonable notice, you may order up to two additional PDS Hybrid Project Management face to face day visits.
    - (e) You will be charged for all reasonable travel and accommodation expenses if you require the BT Project Manager to travel outside the UK.
  - 2.16.4 **PDS Face to Face Project Management**
    - (a) BT will appoint a BT Project Manager to manage the implementation of your Associated Service and will act as a single point of contact for you in all matters relating to the installation of your Associated Service.
    - (b) The BT Project Manager will be available to meet you face to face on a reasonable number of occasions as agreed between the both of us to agree the implementation plan and conduct project review meetings as appropriate.
    - (c) You will be charged for all reasonable travel and accommodation expenses if you require the BT Project Manager to travel outside the UK.
  - 2.16.5 **WLAN Survey**
    - (a) The wireless LAN service may be affected by future changes to your Site which take place after the Site survey.
    - (b) The wireless LAN service may be affected by RF Transmissions which are not present at the time of the Site survey but may be present before or after the Site survey, or by RF Transmissions which are present at the time of the Site survey but may not be present before or after the Site survey.
    - (c) On Site WLAN Survey:
      - (i) BT will carry out a survey and physical inspection of your UK Site to determine the suitability of your UK Site for your wireless LAN service to be provided as part of your Associated Services.

- (d) Remote WLAN Survey:
  - (i) BT will, using information you have provided to BT, carry out a remote desk based survey on your Site to determine the suitability of your Site for the wireless LAN service to be provided as part of your Associated Services.

#### 2.16.6 **Network Assessment Physical Detail Collection Package and Network Assessment Physical Detail Collection Day Rate**

- (a) BT will, for UK Sites only:
  - (i) undertake an assessment of your Customer Network during Business Hours and you will grant BT reasonable access to all areas as required by BT;
  - (ii) provide you with dates that BT can carry out the audit within three days of receipt of an Order and audit dates will typically be between five and 10 Business Days from receipt of an Order;
  - (iii) issue your audit reports within 48-hours of audit completion;
  - (iv) quote prices based on the geographical location of your Site which will vary depending on the remoteness or complexity of your Site; and
  - (v) apply additional abortive visit Charges if you fail to grant BT access to a Site once we have both agreed a date to visit a Site.

#### 2.16.7 **Infrastructure Cabling**

- (a) For UK Sites, BT will provide you with internal cabling for connection from your Customer Network to the BT Network as a one-time installation and any installation will be maintained by BT as part of your Managed Service; and
- (b) You will provide details of the cabling required and BT will confirm the Charges payable for the cabling.

#### 2.16.8 **PDS Installation Services**

- (a) BT will provide you with a managed installation service for your Associated Services consisting of the delivery, and where applicable, unpacking and installation of any MS Equipment to your Site ("**PDS Installation Services**"). Associated Services may be installed in two ways:
  - (i) **Standard Installation:**  
BT will manage the delivery, unpacking and installation of any MS Equipment to your Site. BT will require access to your Site during Business Hours but may, on reasonable notice, require you to provide access at other times.
  - (ii) **WAN Self-Install**  
BT will arrange delivery of the MS Equipment to your Site and will provide a base configuration to you where required. You undertake to carry out the installation of the MS Equipment at your Site in accordance with this Contract
- (b) Any MS Equipment will be supplied with the manufacturer's standard software configuration.
- (c) BT will prepare a configuration based on the contracted design and configuration information that you provide BT with. You will pay additional Charges for any subsequent request for additional work outside the scope of the original configuration.
- (d) On BT's request, you will provide BT with all configuration information, so that BT can provide an operational configuration. You will submit the specified configuration information to BT in the form of a completed Customer requirement document.
- (e) BT is not responsible for any work or testing on any form of network, other than to demonstrate that the configuration is working correctly.

### 2.17 **Co-Management Service**

#### 2.17.1 **Co-Management Service Tier 1**

- (a) BT will grant you a right to access and use the CMS Tier 1 – Self Service, where you can either:
  - (i) configure service settings into your Service; or
  - (ii) raise a Simple Service Request ("**SSR**") for BT to configure your service settings for you.
- (b) BT will provide you a maximum of 5 User Accounts for the CMS portal and Nominated Users will be able to configure service settings for your Service.
- (c) You will be responsible for ensuring that the Nominated Users keep the User Login Credentials confidential and secure and not disclose or share these User Login Credentials.
- (d) You will be responsible for Simple Changes.
- (e) You shall notify BT immediately if a Nominated User ceases to be authorised by you, including where they leave your organisation, so that BT can revoke that Nominated User's access to the CMS portal.

- (f) Any configuration applied by your Nominated User(s) will be treated as your action. You will be responsible for the impact of implementing the changes and also for any misconfiguration, misuse of User Login Credentials or amendment of the set profiles. BT will not be liable for any losses or consequences arising from such actions, including but not limited to any performance issues or outages to your Service or any security breaches.
- (g) You shall not configure any service settings that impacts BT's ability to provide the Service, any such action will result in the revocation of the Nominated User(s) access without advance notice.
- (h) The Service Levels described in Part C of the Schedule will not apply if an Incident was a result of you implementing changes to your configuration as part of the CMS – Self Service.
- (i) Where an Incident has arisen as a result of you implementing a change on the CMS portal and you need BT to provide assistance to resolve it, BT will use reasonable effort to resolve such Incident and reserves the right to apply additional charges for any corrective action and the resolution of the Incident.
- (j) In addition to other rights, BT reserves the right to remove access to the CMS portal at any time without liability, by giving you at least 30 days' notice.

#### 2.17.2 Co-Management Service Tier 2

- (a) You will be responsible for the First Line Fault and Second Line Fault triage/investigation/diagnosis/remediation (including receiving proactive monitoring alerts) whilst retaining the ability to pass Incident investigations to BT to pick up from Second Line Fault onwards.
- (b) BT will, depending on your Associated Service:
  - (i) provide a single management link between your Host Site and BT's management centre;
  - (ii) poll MS Equipment connected to a Stack;
  - (iii) provide the monitoring tooling as used with Enhanced Proactive Monitoring, which will be sent to you, where you will:
    - i. monitor the status of MS Equipment to check that it is functioning correctly;
    - ii. carry out diagnosis if an Incident affecting the Associated Service is identified and in such case:
      - I. log the Incident, and;
      - II. attempt to resolve the Incident by:
        - running diagnostics on SD-WAN Devices and Fabric/portal;
        - completing physical checks of CPE and cabling including sourcing spare accessories where required;
        - completing any configuration changes to the SD-WAN devices; and
        - maintaining and restoring backups from SD-WAN portal.
- (c) You will use reasonable effort to resolve such Incident with your assistance and BT reserves the right to apply additional charges for any corrective action and the resolution of such incident.
- (d) You will monitor the status of MS Equipment through the Cloud Hosted Control Infrastructure Controller; in respect of Associated Services that are applied to SD-WAN solutions, monitor the status of MS Equipment through the Cloud Hosted Control Infrastructure Controller.
- (e) When raising Tickets to BT you will include full ticket history including any checks, tests, or logs where applicable.
- (f) You will give BT a reasonable notice of any planned maintenance, including changes to configuration, primarily via the Managed Service Portal. If you are unable to access the Managed Service Portal, you may use an alternate method of communication for such notice.

#### 2.18 Professional Services

- 2.18.1 BT will provide you with a professional services consultant on an ad hoc basis who will help address any non-standard requirements for your Associated Services ("Professional Services").
- 2.18.2 You will not be entitled to any refund for any unused upfront Charges you have paid for any Professional Services.
- 2.18.3 BT will:
  - (a) carry out the work on Business Days and you will incur additional Charges for any work carried out by BT outside of Business Hours;
  - (b) appoint a single point of contact for all enquiries relating to the Professional Services; and
  - (c) correct any errors or omissions in the Professional Services that are notified to BT within three months of completion of the Professional Services.
- 2.18.4 Professional Services available will depend on your Managed Service Package and Associated Service.





### 3 Service Management Boundary

- 3.1 BT will provide and manage the Managed Service in accordance with this Schedule and in accordance with the applicable Associated Services Schedules as set out in any applicable Order ("**Service Management Boundary**").
- 3.2 BT will have no responsibility for the Managed Service outside the Service Management Boundary.
- 3.3 BT does not make any representations, whether express or implied, about whether the Managed Service will operate in combination with any Customer Equipment or other equipment and software.
- 3.4 Where BT is required to link to or utilise a non-BT provided network to enable BT to provide the Managed Services to you, and there is a subsequent failure to the third party network which causes disruption to the Managed Services, BT will have no liability to you relating to provision and performance of the Managed Services and BT's inability to provide the Managed Services, or its effect on other Associated Services. Any subsequent maintenance activity required on the Managed Services will be subject to agreement and BT may raise additional Charges for such work. Any Service Levels will not apply.
- 3.5 If your Customer Equipment has reached End of Life, BT may not be able to provide you with the full Managed Service or Associated Services or software updates or maintenance. BT will have no liability for failure to provide the full Managed Service or Associated Services. Any Service Levels will not apply.

### 4 Specific Terms

#### 4.1 Changes to the Contract

- 4.1.1 BT may amend the Contract (including the Charges) at any time by either:
  - (a) publishing the amendment online at [www.bt.com/pricing](http://www.bt.com/pricing) or [www.bt.com/terms](http://www.bt.com/terms) (or any other online address that BT advises you of); or
  - (b) by giving Notice to you ("**Notice to Amend**").
- 4.1.2 Subject to Paragraph 4.1.4, in the event that the amendments cause you material detriment, BT will give you Notice at least 30 days before the change is to take effect and, in the case of any other amendments, at least one day before the change is to take effect.
- 4.1.3 If BT makes any amendment to the Contract that causes you material detriment, you will not have to pay any Termination Charges if you give Notice to terminate the Managed Service in accordance with Clause 17 of the General Terms within:
  - (a) 90 days after the date of notification if BT has only published the amendment online in accordance with Paragraph 4.1.1(a); or
  - (b) 30 days after the date of the Notice if BT has given you Notice in accordance with Paragraph 4.1.1(b).
- 4.1.4 Changes that BT is required to make to this Contract to ensure the Managed Service complies with Applicable Law will not be classed as materially detrimental changes.

#### 4.2 Minimum Period of Service and Renewal Periods

- 4.2.1 BT will provide you with the Managed Service, including any Associated Services managed through the Managed Service, for a combined single Minimum Period of Service on a per Site basis.
- 4.2.2 At the end of the Minimum Period of Service or subsequent Renewal Period, unless one of us has given Notice to the other of an intention to terminate the Managed Service at least 90 days before the end of the Minimum Period of Service or any Renewal Period ("**Notice of Non-Renewal**"), BT will continue to provide the Managed Service, including all the Associated Services, for a Renewal Period and both of us will continue to perform each of our obligations in accordance with the Contract.
  - (a) BT may, subject to giving you at least 90 days notice prior to the end of the Minimum Period of Service and/or subsequent Renewal Period, adjust the Recurring Charges to BT's prevailing standard rates.
- 4.2.3 If either of us gives a Notice of Non-Renewal in accordance with Paragraph 4.2.2, BT will cease delivering the Managed Service, including all Associated Services, at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.

#### 4.3 Termination

- 4.3.1 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 Managed Service by giving 90 days' Notice to the other.
- 4.3.2 Depending on your Associated Services and subject to BT confirming you are able to, you may terminate your Managed Service but retain your Associated Services.
- 4.3.3 If you wish to keep your Associated Services and BT confirms to you that you are able to then:





- (a) you will be liable to pay Termination Charges for your terminated Managed Service;
- (b) BT will continue to provide you with the Associated Services under the terms of the relevant Associated Services Schedules and this Managed Service Schedule will cease to apply to your remaining Associated Services;
- (c) any remaining months of your Minimum Period of Service will continue to apply to each Site that has an Associated Service; and
- (d) BT may vary the Charges for your remaining Associated Services.

#### 4.4 Purchased Equipment

Unless otherwise specified in the Associated Services Schedule, if you purchase any Purchased Equipment from BT as part of your Managed Service, the terms of the Purchased Equipment Schedule will apply to the purchase of any such Purchased Equipment in addition to the terms of this Managed Service Schedule.

#### 4.5 Invoicing

4.5.1 BT will invoice you for the following Charges for both the Managed Service and any Associated Services 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 or quarterly in arrears (depending on your billing frequency) and for any period where the Managed Service or Associated Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
- (c) Usage Charges calculated at the then current rate;
- (d) Charges for Packaged Deployment Services, Professional Services, Contract Change Management, Service Manager and Project Manager monthly in arrears;
- (e) any Termination Charges incurred in accordance with Paragraph 4.7 upon termination of the relevant Managed Service or Associated Service; and
- (f) any other Charges as set out in the Schedules for the Associated Services.

4.5.2 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 Managed Service and Associated Services in accordance with Paragraph 5.2 outside of Business Hours;
- (c) Charges for restoring the Managed Service and Associated Services if the Service has been suspended in accordance with the General Terms;
- (d) Charges for producing, reissuing or sending copies of any documents that BT has already provided to you;
- (e) Charges for additional work carried out by BT where you fail to keep an agreed appointment with BT at a Site (also referred to as an abortive visit charge/no access charge);
- (f) Charges which arise as a result of a Site survey, including excess construction charges;
- (g) Charges for work carried out by BT at your request outside of Business Hours;
- (h) reasonable travel and accommodation expenses if you require the CCM to travel outside the UK in accordance with Paragraph 2.4.1(c)(ii);
- (i) Charges for Capacity Management, if applicable;
- (j) Charges for additional work carried out by BT where you delay delivery or installation of the Managed Service or Associated Service. BT may invoice you immediately for work carried out that would have been due had the delay not occurred;
- (k) Charges for any replacement of MS Equipment recommended by BT for technical reasons identified during provision of the Associated Service, including where:
  - (i) BT recommends replacement of MS Equipment which is due to go End of Life, or
  - (ii) you report an Incident in the MS Equipment that has reached End of Life; in this case, BT will invoice you with a standard Charge for that replacement of MS Equipment;
- (l) Charges for additional work carried out by BT directly attributable to your failure to perform or delay where such work is necessary to provide the Managed Service or Associated Services; and
- (m) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

#### 4.6 Cancellation Charges

4.6.1 If you exercise your right to cancel your Order for the Managed Service and any Associated Services before the Service Start Date in accordance with Clause 16 of the General Terms, you will pay BT in respect of work performed, money spent and commitments entered to provide your Managed Service



and any Associated Services, up to and including the time of such cancellation and for any expenses incurred in removal of any MS Equipment from a Site and any abortive visit charges.

- 4.6.2 In addition to the charges set out in Paragraph 4.6.1 if you cancel part of the Managed Service or Associated Service before the Service Start Date your Charges may be adjusted to account for the changes in volumes.

### 4.7 Termination Charges

- 4.7.1 If you terminate the Contract for convenience in accordance with Clause 17 of the General Terms you will pay BT:

- (a) all outstanding Charges or payments due and payable under the Contract;
- (b) De-installation Charges;
- (c) any remaining Charges outstanding with regards to MS Equipment;
- (d) any additional Charges that BT has to pay a supplier as a result of early termination; and
- (e) any other Charges as set out in any applicable Order.

- 4.7.2 Subject to Paragraph 4.7.3 and 4.7.4 and in addition to the Charges set out at Paragraph 4.7.1 above, if you terminate the Managed Service (which for the avoidance of doubt will also include the Associated Services) during the Minimum Period of Service or any Renewal Period, you will pay BT Termination Charges, as compensation, equal to:

- (a) for any parts of the Managed Service and Associated Services that were terminated during the first 12 months of the Minimum Period of Service or any Renewal Period, Termination Charges, as compensation, equal to:
  - (i) 100 per cent of the Recurring Charges for the part(s) of the Managed Service and Associated Services terminated for any remaining months of the first 12 months of the Minimum Period of Service or Renewal Period;
  - (ii) for the remaining months of the Minimum Period of Service or Renewal Period, other than the first 12 months of the Minimum Period of Service or Renewal Period:
    - i. in respect of the terminated Managed Service, 35 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or Renewal Period; and
    - ii. in respect of the terminated Associated Services, 20 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or Renewal Period;
  - (iii) any waived Installation Charges for the part(s) of the Service(s) that will be terminated;

- (b) for any parts of the Managed Service and Associated Services that were terminated after the first 12 months of the Minimum Period of Service or Renewal Period, Termination Charges, as compensation, equal to:

- (i) 35 per cent of the Recurring Charges for the parts of the Managed Service terminated for any remaining months of the Minimum Period of Service or Renewal Period; and
  - (ii) 20 per cent of the Recurring Charges for the Associated Services terminated for any remaining months of the Minimum Period of Service or Renewal Period;

- 4.7.3 If you have SHDS Connect Service as an Associated Service that is being managed as part of your Managed Service, Paragraph 4.7.2 does not apply and in addition to the Charges set out in Paragraph 4.7.1, if you exercise your rights under Clause 17 of the General Terms to terminate your SHDS Connect Service and Managed Service for convenience, you will pay BT by way of compensation an amount equal to the percentage of Recurring Charges as set out in the table below based on the year in which you terminated the SHDS Connect Service and Managed Service:

| Termination Charge (% of Annual Recurring Charge) |      |
|---|------|
| Termination occurring in Year 1                   | 200% |
| Termination occurring in Year 2                   | 180% |
| Termination occurring in Year 3                   | 160% |
| Termination occurring in Year 4                   | 140% |
| Termination occurring in Year 5                   | 120% |

- 4.7.4 Termination Charges for Managed Meraki SD-WAN and Managed Cisco SD-WAN will be set out in the Annexes for those Services.

- 4.7.5 If you exercise your right under Clause 17 of the General Terms to terminate one Site as opposed to all of your Sites for convenience during the Minimum Period of Service or any Renewal Period, BT may review the Charges for the Managed Service and Associated Services delivered to the remaining Sites.



4.7.6 You will not pay BT Termination Charges where you terminate your Managed Service (and therefore the Associated Services) and migrate to another level of Managed Service or Associated Service provided by BT under this Contract provided that:

- (a) the planned Service Start Date is within 90 days of the effective date of termination;
- (b) the total annual Recurring Charges are equal to or greater than the annual Recurring Charges of the terminated services;
- (c) the Managed Service and Associated Services to be terminated has been operational for at least 12 months (or has been operational for at least three months if the Service to be terminated is ADSL Connect);
- (d) the Minimum Period of Service for the new Managed Service and Associated Services is either three or five years;
- (e) the Managed Service and Associated Service to be terminated and the new Managed Service and Associated Service are at the same Site; and
- (f) you pay BT De-installation Charges for the Managed Services and Associated Services which are to be terminated.

### 4.8 Resale

BT will provide the Managed Service for your own use, including use by Users, and you will not resell the Managed Service to any third party.

### 4.9 Service Exclusions

4.9.1 The Managed Service is subject to:

- (a) operational, technical or approval limitations with any third party;
- (b) survey availability; and
- (c) location.

4.9.2 BT does not guarantee it can provide you with the Managed Service to all Associated Services at all Sites and is not liable to you for any failure to do so.

### 4.10 Security

4.10.1 BT will configure Managed Service elements in accordance with BT's implementation of technical and organisational security measures appropriate to the risk represented by the use and the nature of your data unless BT has agreed alternative policies or instructions with you.

4.10.2 Whenever BT becomes aware that security has been compromised, BT may take any appropriate action in order to limit any further occurrences of fraud, misuse, unwanted or unauthorised activity or access to the BT Network.

4.10.3 BT accepts no liability for any such incidents or for any information held on the BT Network, whether:

- (a) generated within the BT Network or transmitted onto it from the Internet or otherwise; or
- (b) for any loss or damage suffered by you including toll fraud, corruption or destruction of any data held on the BT Network, which occurs as a result of any breach of security, irrespective of the cause.

4.10.4 You will therefore take responsibility for:

- (a) the content and application of security policies designed to prevent unwanted or unauthorised activity or access to the BT Network; and
- (b) the implementation of suitable data archiving or other housekeeping activities which could minimise the effect of any breach of security.

### 4.11 TUPE

4.11.1 You warrant that, as a result of BT providing the Managed Service, there is no person whose contract of employment will have the effect as if it was originally made between that person and BT in accordance with the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("**TUPE**") or otherwise.

4.11.2 You will indemnify BT and keep BT indemnified from and against any TUPE liabilities that BT suffers or incurs arising from the transfer to BT of the contract of employment of any person in breach of the warranty given at Paragraph 4.11.1 including, without limitation, any TUPE liabilities suffered or incurred in connection with:

- (a) any employment costs of any such person; or
- (b) the employment or termination of employment of any such person prior to, on or after the Service Start Date.

4.11.3 The full or partial transfer of the Managed Service from BT to you or any Successor Supplier may be a Relevant Transfer, as defined in TUPE.

4.11.4 Where a Relevant Transfer occurs, except where any outgoing employees have objected in accordance with regulation 4(7) of TUPE, the employment contracts of the outgoing employees will be effective on and from the Service Transfer Date as if they were originally made between the outgoing employees and you (or where appropriate the Successor Supplier) except to the extent provided by TUPE.

4.11.5 Where Paragraph 4.11.4 applies:

- (a) BT will provide employee liability information for the outgoing employees in accordance with regulation 11 of TUPE;
- (b) BT will discharge the employee costs for the outgoing employees up to the Service Transfer Date;
- (c) you will, or will ensure that any Successor Supplier will, discharge the employee costs for the outgoing employees on and from the Service Transfer Date and make all necessary apportionments;
- (d) we will each indemnify the other party (or where appropriate, the successor supplier) against all TUPE Liabilities arising from either of our failures to comply with the obligations set out in this Paragraph 4.11.5;
- (e) BT will indemnify you (or where appropriate any successor supplier) from and against all TUPE Liabilities arising in connection with, or as a result of any act or omission of BT relating, to any outgoing employees' employment prior to the Service Transfer Date; and
- (f) you will indemnify BT from and against all TUPE Liabilities arising in connection with, or as a result of any act or omission of you (or where appropriate any Successor Supplier) relating to, any outgoing employees' employment on or after the Service Transfer Date.

4.11.6 Any Successor Supplier will have the right to enforce the obligations owed to you, and the indemnities given to you by BT under Paragraph 4.11.5, in accordance with section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

#### 4.12 Annual Price Increase

4.12.1 BT reserves the right to annually increase the Recurring Charges (rounded up to the nearest whole pence) by a percentage comprised of i) the annual percentage increase in the Consumer Price Index (CPI) rate figure published by the Office for National Statistics in January of that year (ignoring any negative figures) plus ii) 3.9% ("**Annual Price Increase**").

The increase shall be rounded to the nearest whole pence.

4.12.2 The Annual Price Increase will take effect on bills dated on or after 1st April of each year. If the CPI figure is negative in the relevant year, BT will only increase Recurring Charges by 3.9%. The change to Recurring Charges as a result of the Annual Price Increase will not give you the right to terminate the Contract without paying Termination Charges.



### Part B – Service Delivery and Management

#### 5 BT's Obligations

##### 5.1 Service Delivery

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

- 5.1.1 provide you with contact details for the Service Desk;
- 5.1.2 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that you have notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract;
- 5.1.3 In relation to PDS Installation Services, BT will:
  - (a) prepare your specific technical design specification for the required Associated Service. BT may invoice you for additional Charges for any subsequent request by you for additional work outside the scope of the original technical design specification;
  - (b) agree a roll out plan with you detailing delivery of your Associated Service at your Site;
  - (c) where applicable, co-ordinate the provision and/or delivery of any MS Equipment to your Site;
  - (d) unless otherwise agreed, configure the software for your MS Equipment to install a standard security policy and a standard configuration under which SMTP/MIME, FTP and HTTP protocols are enabled where you have installed Firewalls;
  - (e) with the exception of UCC as set out in Paragraph 6.3 below, provide any necessary patching and interconnect cabling where the MS Equipment is to be connected to a MS provided LAN; and
  - (f) provide you with access to the Managed Services Portal.

##### 5.2 Commissioning of the Associated Services

Before the Service Start Date, BT will:

- 5.2.1 configure the Associated Services;
- 5.2.2 conduct a series of standard tests on the Associated Services to ensure that they are configured correctly; and
- 5.2.3 confirm to you the expected Service Start Date.

##### 5.3 During Operation

On and from the Service Start Date, BT:

- 5.3.1 may carry out Maintenance from time to time and will endeavour to inform you at least five Business Days before any Maintenance to the Managed Service or Associated Services, however you agree BT may inform you with less notice than normal where emergency Maintenance is required or where BT has not been provided by sufficient notice by a supplier;
- 5.3.2 will inform you of any upcoming End of Life BT Equipment / Purchased Equipment and will, where possible, provide details of any replacement model for the BT Equipment/ Purchased Equipment that has reached End of Life.

##### 5.4 The End of the Service

5.4.1 On termination of the Managed Service by either one of us, or notification of expiry, BT:

- (a) will remove the existing configuration from any MS Equipment and reset the user name and password to allow customer access;
- (b) may disconnect and remove any BT Equipment located at the Site(s); and
- (c) may delete any Content.

#### 6 Your Obligations

##### 6.1 Service Delivery

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

- 6.1.1 specify in the Order, the name(s) and contact details of the individual(s) authorised to act on your behalf for Managed Service implementation, technical and billing matters ("**Customer Contact**"). BT may accept instructions from a person who BT reasonably believes is acting with your authority;
- 6.1.2 establish and maintain your own internal support processes and helpdesk for Users and be responsible for communication with Users;
- 6.1.3 provide BT with any information reasonably required without undue delay. If you provide incomplete or incorrect information or if the information provided by you changes, BT may review the Charges for the Managed Service and your Associated Service;



- 6.1.4 provide BT with access to any of your Sites during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Managed Service and Associated Services, including providing BT with details of all information and access requirements needed to access your Site within a reasonable time prior to BT attending your Site and ensuring that an appropriate Customer Contact is available to escort the BT representatives at the Site as required;
- 6.1.5 allow BT to set up any specialist equipment at your Site(s) which is required for performance of BT's obligations under this Contract;
- 6.1.6 for WAN Self-Install:
  - (a) you confirm that you have and will comply with the skill, equipment and other requirements notified by BT as being required for successful completion of WAN Self-Install; and
  - (b) within 14 Business Days from the date of the delivery of the Network and MS equipment, you will unpack and install the MS Equipment in accordance with any self-installation guidance provided by BT. If you are unable to complete the installation, a BT engineer Site visit may be requested, for which additional Charges will apply;
- 6.1.7 you will be liable for Charges if you are in breach of Paragraph 6.1.4 ;
- 6.1.8 be responsible for providing all relevant patch leads beyond the Service Management Boundary for connection to the Associated Service and BT will not be responsible for the condition or compatibility of such leads;
- 6.1.9 complete any preparation activities that BT may request to enable you to receive the Managed Services and Associated Services promptly and in accordance with any reasonable timescales;
- 6.1.10 in jurisdictions where an employer is legally required to make such disclosure to its Users and employees:
  - (a) inform your employees and Users that as part of the Managed Service and Associated Services being delivered by BT, BT may monitor and report to you the use of any targeted applications by your employees or Users;
  - (b) ensure that your employees and Users have consented or will be deemed to have consented to such monitoring and reporting (if such consent is legally required); and
  - (c) agree that BT will not be liable for any failure by you to comply with this Paragraph 6.1.10, 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 6.1.10;
- 6.1.11 ensure that the LAN protocols and applications you use will be compatible with the Managed Services and Associated Services;
- 6.1.12 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
- 6.1.13 where the Managed Service requires BT to manage or exercise rights in connection with third party licence, ensure that all necessary use and access rights under those licences are provided to BT at least 10 Business Days prior to commencement of commissioning of equipment;
- 6.1.14 ensure that all such necessary use and access rights required as set out in Paragraph 6.1.13 are maintained for BT at all times throughout the provision of the Managed Service;
- 6.1.15 for any Customer Equipment used in the Managed Service or any Associated Services, be responsible for ensuring compliance with Applicable Law, including obtaining (if required) local import and User licenses and the written authority from all respective authorities, particularly for countries where the use and import of encryption Software and devices may be restricted by Applicable Law, or the export and re-export of the encryption Software or devices may be subject to the United States of America export control law and not act to misuse the Managed Service or Associated Services as provided by BT to contravene or circumvent these laws. BT may treat any contravention of these laws as a material breach and:
  - (a) suspend the Managed Service or Associated Services and BT may refuse to restore these Services until BT receives an acceptable assurance from you that there will be no further contravention; or
  - (b) terminate the Managed Service or Associated Services upon Notice in accordance with Clause 18 of the General Terms; and
- 6.1.16 provide BT with any information that is reasonably requested by any regulatory body, legal authority or government entity in any country in connection with regulatory, administrative, legal or lawful interception requests.

### 6.2 During Operation

On and from the Service Start Date, you will:





- 6.2.1 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;
- 6.2.2 ensure the compatibility of any applications it wishes to use with the Managed Services and Associated Services, other than where such applications are provided by BT under this Contract.
- 6.2.3 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Managed Service;
- 6.2.4 maintain a list of current Users and provide a copy of such list to BT within five Business Days following BT's written request;
- 6.2.5 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Managed Service and Associated Services 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 Managed 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 Managed Service if BT requests you to do so in order to ensure the security or integrity of the Managed Service.
- 6.2.6 comply with the provisions of any Software licences provided with or as part of the Managed Service;
- 6.2.7 ensure that the maximum number of Users that you authorise to access and use the Managed Service ("**Authorised Users**") will not exceed the permitted number of User identities set out in the Order;
- 6.2.8 not allow any Authorised User subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual Authorised User, in which case you will ensure the prior Authorised User will no longer have any right to access or use the Managed Service;
- 6.2.9 if Third Party software is required in order to operate the Managed Services or any Associated Services, be responsible for ensuring that it has the appropriate number and type of software licences available and that the software is available in an appropriate format, and that any applications (other than ones provided by BT as part of the Managed Service) are compatible with the Managed Service;
- 6.2.10 where applicable, authorise BT to take over the management control of lines already provided by BT under a separate contract and to make such changes to them, as BT deems appropriate including updating corporate account records so Charges can be invoiced under this Contract;
- 6.2.11 notify BT of any planned work that may affect the Managed Services or an Associated Service or that may cause an Incident;
- 6.2.12 ensure that any Customer Equipment that is connected to the Managed Services or the Associated Services or that you use, directly or indirectly, in relation to the Managed Services or the Associated Services is:
  - (a) adequately protected against viruses and other breaches of security;
  - (b) technically compatible with the Managed Services or the Associated Services and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
  - (c) connected, 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.
- 6.2.13 On expiry or termination of the Managed Service by either of us you will:
  - (a) provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s);
  - (b) disconnect any Customer Equipment from BT Equipment located at the Site(s);
  - (c) not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
  - (d) arrange for any BT Equipment located at the Site(s) to be returned to BT;
  - (e) cease to use any BT proprietary configuration on your devices;
  - (f) be solely responsible for any migration to another provider including reconfiguration of MS Equipment; and
  - (g) be liable for any reasonable costs of recovery that BT incurs in recovering any BT Equipment.

### 6.3 UCC Obligations

Where BT is providing UCC service as part of your Associated Services across a WAN or LAN that is not maintained by BT, you will:



- 6.3.1 be responsible for the design, configuration, implementation, maintenance and support of such WAN or LAN;
- 6.3.2 ensure that each WAN or LAN is able to carry the traffic that BT specifies is required to provide the UCC service;
- 6.3.3 ensure that each WAN or LAN meets the minimum technical requirements that BT specifies; and
- 6.3.4 maintain end to end integrity of such WAN and/or LAN solution and instruct the WAN and/or LAN service provider(s) to work with BT to ensure end to end voice quality.

### 6.4 WAN Obligations

Where BT is providing a WAN service but not the associated LAN as part of your Associated Services, you will:

- 6.4.1 be responsible for the design, configuration, implementation, maintenance and support of such LAN;
- 6.4.2 be responsible for the integration of features and functionality between BT's WAN service with such LAN; and
- 6.4.3 be responsible for ensuring that such LAN solution integrates with BT's WAN.

### 6.5 LAN Obligations

Where BT is providing a LAN service but not the associated WAN as part of your Associated Services, you will:

- 6.5.1 be responsible for the design, configuration, implementation, maintenance and support of such WAN;
- 6.5.2 be responsible for the integration of features and functionality between BT's LAN service with such WAN; and
- 6.5.3 be responsible for ensuring that such WAN solution integrates with BT's LAN.

## 7 Notification of Incidents

### 7.1 Where you become aware of an Incident:

- 7.1.1 the Customer Contact will report it to the Service Desk;
- 7.1.2 BT will give you a Ticket;
- 7.1.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
  - (a) you confirm that the Incident is cleared within 30 minutes after having been informed; or
  - (b) 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 30 minutes following BT's attempt to contact you.
  - (c) If you confirm that the Incident is not cleared within 30 minutes after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.
- 7.1.4 Where BT becomes aware of an Incident, Paragraphs 7.1.2 and 7.1.3 and will apply.



## Part C – Service Levels

### 8 Resolution Service Levels and Resolution Service Credits

#### 8.1 Maintenance Care Level targets and Resolution Service Levels

- 8.1.1 BT aims to respond to an Incident within the Response Hours during the Coverage Period set out in the table below.
- 8.1.2 BT aims to resolve an Incident within the Resolution Hours during the Coverage Period set out in the table below ("**Resolution Service Level**").
- 8.1.3 If BT fails to resolve an Incident within the Resolution Hours during the Coverage Period you will be entitled to claim service credits as set out in the table below ("**Resolution Service Credits**").

| Maintenance Care Level target and Resolution Service Level* | Standard Care Level                                      | Enhanced Care Level | Business Care Level                        | Business Premium Care Level |
|---|--|---------------------|--|-----------------------------|
| Incident Reporting  | 24x7x365   | 24x7x365            | 24x7x365                                   | 24x7x365                    |
| Coverage Period   | Mon- Fri 08.00 – 17.00                                   | 24x7x365            | Mon – Sun + Bank Holidays<br>08.00 – 21.00 | 24x7x365                    |
| Response Hours during the applicable Coverage Period        | 4  | 2                   | 2  | 2                           |
| Resolution Hours during the applicable Coverage Period      | 18   | 20                  | 8  | 5                           |
| Resolution Service Credit                                   | % of Monthly Recurring Managed Service Charge (per Site) |                     |  |                             |
| Less than 1 hour over target                                | 1%   | 2%                  | 2%   | 3%                          |
| + 1 hour over target  | 2%   | 3%                  | 3%   | 4%                          |
| + 2 hours over target                                       | 3%   | 4%                  | 4%   | 5%                          |
| + 3 hours over target                                       | 4%   | 5%                  | 5%   | 6%                          |
| more than 3 hours over target                               | 5%   | 6%                  | 6%   | 7%                          |

\* International Maintenance Care Level details are as set out in the Paragraph 2.5.1(e)

#### 8.2 Requests for Resolution Service Credits

- 8.2.1 You may request applicable Resolution Service Credits within 28 days of the end of the calendar month in which an Incident occurred by providing details of the reason for the claim. Any failure by you to submit a request in accordance with this Paragraph 8.2.1 will constitute a waiver of any claim for Resolution Service Credits for that calendar month.



- 8.2.2 Upon receipt of a valid request for Resolution Service Credits in accordance with Paragraph 8.2.1:
- (a) BT will issue you with the applicable Resolution Service Credits by deducting those Resolution Service Credits from your invoice within two billing cycles of the request being received; and
  - (b) following termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Resolution Service Credits in a reasonable period of time.
- 8.2.3 Where you have selected a Desk-based Quarterly Review, Desk-based Monthly Review, Face-to-face Quarterly Review or Face-to-face Monthly Review, the Service Manager will assist you with your claim for Resolution Service Credits.
- 8.2.4 Resolution Service Credits will be aggregated and are available up to a maximum amount equal to 100 per cent of the Monthly Recurring Managed Service Charge for the affected Site.
- 8.2.5 The Resolution Service Level and Resolution Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 8.2.6 The Resolution Service Level under this Schedule will not apply:
- (a) in the event that Clause 8 or Clause 23 of the General Terms applies;
  - (b) in the event that Paragraphs 2.5.4(e), 3.4 or 3.5 of this Schedule applies; or
  - (c) in any additional events or circumstances set out in the equivalent Paragraph in any applicable Associated Services Schedule(s) or Annex(es).
- 8.3 If specific Service Levels and Service Credits are applicable to an individual Associated Service they will be set out in that Associated Service Schedule.



## Part D – Defined Terms

### 9 Defined Terms

In addition to the defined terms in the General Terms and Associated Services Schedules, capitalised terms in this Managed Service Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms and Associated Services Schedules, these defined terms will take precedence for the purposes of this Managed Service 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 Managed Service Schedule.

**"Application Reporting"** has the meaning given to it in Paragraph 2.11.5.

**"Archive and Restore"** has the meaning given to it in Paragraph 2.9.1(a).

**"Associated Services"** means the underlying BT products and services that BT informs you can be managed through your chosen Managed Service Package as set out in your Order.

**"Associated Services Schedule"** means the BT terms that govern the provision of your Associated Service as set out at <https://www.bt.com/products/static/terms/business-homepage.html>

**"ADSL"** means asymmetric digital subscriber line.

**"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 Project Manager"** has the meaning given to it in Paragraph 2.16.3(a).

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

**"Business Day"** means any day generally seen locally in the place where the Managed Service is to be provided as a working day and excluding national, public and bank holidays. If one of us is supposed to do something on a day that is not a Business Day, then they will need to do it on the next Business Day.

**"Cloud Hosted Control Infrastructure Controller"** means a web-browser-based tool used to configure vendor-related devices and services from a single graphical user interface (GUI).

**"Co-Management Service Tier 1"** or **"CMS Tier 1"** means a functionality that allows for management of Simple Service Requests.

**"Co-management Service Tier 2"** or **"CMS Tier 2"** means a functionality that allows you to have a wider access for Incident and configuration management.

**"Configuration File"** means the security requirement records for your Associated Services.

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

**"Contract Change Manager"** or **"CCM"** has the meaning given in Paragraph 2.4.1.

**"Contract Change Manager Flex"** has the meaning given in Paragraph 2.4.2.

**"Coverage Period"** means the period of time during which BT is available to respond to or resolve Incidents as set out in the table at Paragraph 8.1.

**"Customer Contact"** has the meaning given to it in Paragraph 6.1.1.

**"Customer Equipment"** means any equipment and any software, other than BT Equipment, used by you in connection with the Managed Services or Associated Services.

**"Customer Network"** means your own network.

**"De-installation Charges"** means the Charges payable by you on de-installation of the Managed Service that are equal to the then current rates for Installation Charges on the date of de-installation.

**"Desk-based Monthly Review"** means the service review set out in Paragraph 2.3.3.

**"Desk-based Quarterly Essential Overview"** means the service review set out in Paragraph 2.3.2.

**"Desk-based Quarterly Review"** means the service review set out in Paragraph 2.3.3.

**"Desk-based Service Manager"** means the in-life point of contact for service reviews. The Service Manager provides this support remotely.

**"End of Life"** means any hardware or software that is no longer supported by the manufacturer, vendor, supplier or BT.

**"Enhanced Availability Management"** has the meaning given to it in Paragraph 2.13.2.

**"Enhanced Capacity Management"** has the meaning given to it in Paragraph 2.12.2.

**"Enhanced Care Level"** has the meaning given to it in Paragraph 2.5.1(b).

**"Enhanced Desk"** is the name given to the Service Desk for Managed Service Package 2.

**"Enhanced Service Report"** means a report that sets out metrics regarding Incidents reported and resolved.

**"Equipment Schedule"** means the contracted list of equipment that is supplied in the Order and any explicit terms associated with them.

**"Face-to-face Monthly Review"** means the service review set out in Paragraph 2.3.4.

**"Face-to-face Quarterly Review"** means the service review set out in Paragraph 2.3.4.

**"Face-to-face Service Manager"** means the in-life point of contact for service reviews. The Service Manager provides this support through face-to-face meetings.



**"Firewall"** means a hardware device together with any associated Software, designed to prevent unauthorised access to your LAN.

**"First Line Fault"** means an initial point of contact for Users experiencing issues with the Service. It covers basic troubleshooting and fixing common problems on the most basic level of technical support.

**"FTP"** means the standard network protocol used to transfer files from one host to another host over a TCP-based network, such as the Internet.

**"General Terms"** means the general terms to which this Schedule is attached or can be found at [www.bt.com/terms](http://www.bt.com/terms), and that form part of the Contract.

**"HTTP"** means a communications protocol for communication over a computer network.

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

**"In-band Management"** has the meaning given to it in Paragraph 2.8.1(a).

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

**"Installation Charges"** means those Charges set out in any applicable Order in relation to installation of the Managed Service, Associated Services and any MS Equipment.

**"International Maintenance Care Level"** has the meaning given in Paragraph 2.5.1(e).

**"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.

**"IPSLA Reporting"** has the meaning given to it in Paragraph 2.11.4.

**"Line"** means a telecommunications circuit of the type and configuration specified by BT and provided or managed by BT under this Contract, forming part of the Customer Network and connecting a Site to the BT Network.

**"Local Area Network"** or **"LAN"** means the infrastructure that enables the ability to transfer IP services within Site(s).

**"Maintenance Care Levels"** means either Standard Care Level, Enhanced Care Level, Business Care Level, Business Premium Care Level or International Maintenance Care Level as described in Paragraph 2.5.

**"Managed Service"** has the meaning given in Paragraph 1. **"Managed Service Package"** means the Managed Service packages as set out in Paragraph 2.

**"Managed Service Package 1"** means the Managed Service Package described in Paragraph 2.

**"Managed Service Package 2"** means the Managed Service Package described in Paragraph 2.

**"Managed Service Package 3"** means the Managed Service Package described in Paragraph 2.

**"Managed Service Portal"** means the online portal where you can submit SSRs, log Incidents and manage your Managed Service and Associated Services.

**"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 Managed Service Charge"** means the monthly Recurring Managed Service Charge for the three full previous months divided by three.

**"MS Equipment"** means BT Equipment, Purchased Equipment and your own Customer Equipment that you use with your Associated Services and that BT has confirmed it is able to manage as part of your Managed Service.

**"N+ Essential"** means the basic level of N+ Reporting that provides non-exclusive access to consolidated data related to your BT managed device(s) for you to view and download only, without additional reporting and analytical features.

**"N+ Select"** means the premium level of N+ Reporting that provides the same reporting and analytical features as N+ Standard with additional advanced digital capabilities.

**"N+ Reporting"** has the meaning given to it in Paragraph 2.11.7.

**"N+ Standard"** means the standard level of N+ Reporting that grants access to consolidated data related to your BT managed device(s) with additional reporting and analytical features.

**"Network Reporting"** has the meaning given to it in Paragraph 2.11.3(a).

**"Notice to Amend"** has the meaning given to it in Paragraph 4.1.

**"Out of Band Management"** has the meaning given to it in Paragraph 2.8.2(a).

**"Packaged Deployment Services"** means the professional services set out in Paragraph 2.16.

**"PDS Installation Services"** has the meaning given to it in Paragraph 2.16.8(a)

**"PDS Project Management"** has the meaning given to it in Paragraph 2.16.1.

**"Professional Services"** has the meaning given to it in Paragraph 2.

**"Premium Desk"** is the name given to the Service Desk for Managed Service Package 3.

**"Project Coordinator"** has the meaning given to it in Paragraph 2.16.2(a).

**"Purchased Equipment Schedule"** means the schedule with the same name found at <https://www.globalservices.bt.com/en/terms-and-conditions> under the 'Equipment' heading.





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

**"Recurring Managed Service Charge"** means the portion of the Recurring Charges that relate to the Managed Service or applicable part of the Managed Service, excluding the portion of the Recurring Charges that relate to the Associated Services.

**"Renewal Period"** means the initial 12-month period following the Minimum Period of Service and each subsequent 12 month period.

**"Resolution Hours"** means the number of hours during the Coverage Period from acknowledgement by BT of an Incident.

**"Resolution Service Level"** has the meaning given in Paragraph 8.1.2.

**"Resolution Service Credit"** means the service credits set out in this Schedule and as set out in any Associated Service Schedule where Resolution Service Credits apply to that Associated Service.

**"Response Hours"** means the number of hours during the Coverage Period from acknowledgement by BT of an Incident.

**"RF Transmissions"** means the rate of oscillation of electromagnetic radio waves in the frequency band of 3kHz to 300 GHz, as well as the alternating currents carrying the radio signals.

**"Second Line Fault"** means the initial point of contact for Users experiencing more complex issues that First Line Fault support cannot resolve.

**"Service Desk"** means the English speaking BT helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about your Managed Service and that may also be known as the Standard Desk, the Enhanced Desk or the Premium Desk depending on the Managed Service Package you select.

**"Service Levels"** means the Resolution Service Level set out in this Schedule and the Service Levels set out in any Associated Service Schedule.

**"Service Management"** means the service management options set out in Paragraph 2.3.

**"Service Management Boundary"** has the meaning given in Paragraph 3.1.

**"Service Manager"** means the Desk-based Service Manager or the Face-to-face Service Manager.

**"Service Report"** means the Standard Service Report or the Enhanced Service Report.

**"Service Reporting"** has the meaning given to it in Paragraph 2.11.2.

**"Service Transfer Date"** means the date on which the Managed Services transfers from BT to you or any Successor Supplier.

**"Site"** means a Site where your Associated Services are provided including any virtual central site used by BT to provide an Associated Service.

**"Stack"** means a collection of components or services that are used to provide a software solution or application.

**"Standard Availability Management"** has the meaning given to it in Paragraph 2.13.1.

**"Standard Capacity Management"** has the meaning given to it in Paragraph 2.12.1.

**"Standard Care Level"** has the meaning given to it in Paragraph 2.5.1(a).

**"Standard Delivery Lead Times"** means in respect of Managed Service Package 1 – 48 Hours, in respect of Managed Service Package 2 – 24 hours and for Managed Service Package 3 – eight hours.

**"Standard Desk"** is the name given to the Service Desk for Managed Service Package 1.

**"Standard Service Report"** means a report setting out the number of Incidents reported and resolved in relation to your Associated Services.

**"Successor Supplier"** means any person or entity that provides all or part of the Managed Service or services similar or equivalent to all or part the Managed Services instead of BT (or its subcontractors).

**"Software Update Service"** has the meaning given to it in Paragraph 2.10.1.

**"SSR"** has the meaning given to it in Paragraph 2.14.1.

**"SSR 5"** has the meaning given to it in Paragraph 2.14.10.

**"SSR 10"** has the meaning given to it in Paragraph 2.14.11.

**"SSR Pay as You Go"** has the meaning given to it in Paragraph 2.14.8(a).

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

**"TUPE Liability"** and **"TUPE Liabilities"** means all awards, compensation, costs, expenses, losses, liabilities, damages, claims, proceedings, awards, fines, orders, demands, actions, payments by way of settlement, penalties, tribunal awards and other liabilities (including legal and other professional fees and expenses on an indemnity basis and any liability to taxation).

**"UCC"** means unified communications supporting voice and data over a single, converged IP network.

**"Usage Charges"** means the Charges for the Managed Services and Associated Services or applicable part of the Associated Services or Managed Services that are calculated by multiplying the volume of units that you used or incurred in a period with the relevant fee as set out in any applicable Order.

**"User Login Credentials"** means the username and password provided by BT for the Customer to access Co-Managed Service(s).



**"Vendor Network and Application Reporting"** has the meaning given to it in Paragraph 2.11.6.

**"Virtual Private Network"** or **"VPN"** means a network that appears private to your Users while being provided over network infrastructure that is shared with other customers.

**"Vital Port Monitoring"** has the meaning given to it in Paragraph 2.7.

**"WAN ADSL SFBB"** is the Associated Service known as Wide Area Network ADSL Superfast Broadband.

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

**"WAN Self-Install"** has the meaning given to it in Paragraph 2.16.8(a)(ii).