



# Field Force Automation - Purchased Equipment and Software

## Schedule to the General Terms

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## A note on 'you'

'You' and 'your' mean the Customer.

## Words defined in the General Terms

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms.

## Part A – The Field Force Automation Purchased Equipment and Software Service

### 1 Service Summary

BT will provide you with the Field Force Automation Purchased Equipment or Software and associated services comprising of Service Options that are selected by you as set out in any applicable Order up to the point of the Service Management Boundary as set out in Paragraph 3 ("**FFA Purchased Equipment and Software Service**").

### 2 Service Options

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

#### 2.1 Supply of:

2.1.1 Purchased Equipment;

2.1.2 Software;

2.1.3 Mobile Device Management (MDM);

2.1.4 Implementation Services;

2.1.5 Staging - BT will provide any of the following Staging services as set out in any applicable Order:

(a) Logistics;

(b) Purchased Equipment Configuration;

(c) Software Configuration;

(d) Mobile Device Management Configuration;

(e) Testing; and

(f) Asset registering.

2.2 You may purchase other support services (Field Force Automation Support Services) which are subject to the terms set out in the Field Force Automation Support Services Annex. The applicable Order will confirm if you have purchased these separate services.

### 3 Service Management Boundary

3.1 BT will provide and manage the FFA Purchased Equipment and Software Service in accordance with Part B of this Schedule and as set out in any applicable Order ("**Service Management Boundary**").

3.2 BT will have no responsibility for the FFA Purchased Equipment and Software Service outside the Service Management Boundary.

3.3 BT does not make any representations, whether express or implied, about whether the FFA Purchased Equipment and Software Service will operate in combination with any Customer Equipment or other equipment and software.

3.4 BT will not be responsible for any Purchased Equipment not working due to the failure of a SIM card or the mobile or fixed network operator's services.

3.5 BT will not be responsible for the performance and management of your provided software or Customer Equipment.

### 4 Associated Services and Third Parties

4.1 Unless otherwise set out in the applicable Order and subject to Paragraph 4.3, you will have the following services in place that will connect to the FFA Purchased Equipment and Software Service and are necessary for the FFA Purchased Equipment and Software Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:

(a) you will purchase and ensure the ongoing supply or management of connectivity of the Purchased Equipment to a wireless or fixed network; and

(b) you will procure and manage the SIM cards,

(each an "**Enabling Service**").



- 4.2 If BT provides you with any services other than the FFA Purchased Equipment and Software Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.
- 4.3 If you have purchased a Bundled Service from BT the terms set out at [www.ee.co.uk/business/terms](http://www.ee.co.uk/business/terms) or Paragraph 6.8 of this Schedule will apply to the provision of the wireless connectivity.

### 5 Equipment

#### 5.1 Use of BT Equipment and Purchased Equipment

In relation to BT Equipment, and until title in any Purchased Equipment transfers to you in accordance with Paragraph 5.3.2, you will:

- 5.1.1 keep the BT Equipment and Purchased Equipment safe and without risk to health;
- 5.1.2 only use the BT Equipment and Purchased Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;
- 5.1.3 not move the BT Equipment and Purchased Equipment or any part of it from the Site(s) without BT's written consent and, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 5.3.2, you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;
- 5.1.4 not make any alterations or attachments to, or otherwise interfere with, the BT Equipment and Purchased Equipment, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 5.3.2, nor permit any person (other than a person authorised by BT) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments will become part of the BT Equipment and Purchased Equipment;
- 5.1.5 not sell, charge, assign, transfer or dispose of or part with possession of the BT Equipment and Purchased Equipment or any part of it;
- 5.1.6 not allow any lien, encumbrance or security interest over the BT Equipment and Purchased Equipment, nor pledge the credit of BT for the repair of the BT Equipment and Purchased Equipment or otherwise;
- 5.1.7 not claim to be owner of the BT Equipment and Purchased Equipment and ensure that the owner of the Site(s) will not claim ownership of the BT Equipment and Purchased Equipment, even where the BT Equipment and Purchased Equipment is fixed to the Site(s);
- 5.1.8 obtain appropriate insurance against any damage to or theft or loss of the BT Equipment and Purchased Equipment;
- 5.1.9 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or misuse of the BT Equipment and Purchased Equipment or where the BT Equipment and Purchased Equipment is damaged, stolen or lost, except where the loss or damage to BT Equipment or Purchased Equipment is a result of fair wear and tear or caused by BT;
- 5.1.10 ensure that the Purchased Equipment appears in BT's name in your accounting books;
- 5.1.11 where there is a threatened seizure of the BT Equipment and Purchased Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the BT Equipment and Purchased Equipment; and
- 5.1.12 notify any interested third parties that BT owns the BT Equipment and Purchased Equipment.

#### 5.2 BT Equipment

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

#### 5.3 Purchased Equipment

##### 5.3.1 Delivery and Installation of Purchased Equipment

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



- (ii) subject to your compliance with Paragraph 5.3.1(c)(i):
  - i. BT will deliver any Purchased Equipment, Software or MDM to the applicable port of entry in the destination country in accordance with Paragraph 5.3.1(b); or
  - ii. if agreed between both of us in any applicable Order, BT will arrange shipping services to deliver the Purchased Equipment, Software or MDM to the final destination address(es) as set out in any applicable Order.
- (d) Where a Site is located within the EU, if agreed between both of us in any applicable Order, BT will, subject to Paragraph 5.3.1(e), install any Purchased Equipment at the applicable Site(s), and:
  - (i) test Purchased Equipment to ensure that it is ready for use; and
  - (ii) on the date that BT has completed those tests, confirm to you that the Purchased Equipment is available for you to carry out any Acceptance Tests as set out in Paragraph 8.2.
- (e) Where a Site is located within a country in the EU other than the Territory, BT will not:
  - (i) Sell you the Purchased Equipment, Software or MDM if you are not VAT-registered in the delivery country; and
  - (ii) install the Purchased Equipment unless the Reverse Charge Mechanism applies to such services in that country.
- (f) Where a Site is located outside the EU, BT will, subject to your compliance with Paragraph 5.3.1(c)(i), only sell you Purchased Equipment and not any associated installation.
- (g) In order to provide you with the Purchased Equipment, Software or MDM and any installation services as set out in the Order, BT may transfer the provision and installation of Purchased Equipment, Software or MDM outside the Territory to a BT Affiliate or a third party in accordance with Clause 26 of the General Terms.
- (h) BT will provide the Implementation Services, as set out in any applicable Order, to deliver the FFA Purchased Equipment and Software. Such Implementation Services may include training of Users or your technical service teams, project management, management of deployment activities, including installation and commissioning of Software or MDM on either Customer Equipment or BT Equipment and any other Implementation Services as agreed between us and set out in any applicable Order.

### 5.3.2 Transfer of Title and Risk

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

### 5.3.3 Acceptance of Purchased Equipment

- (a) Where a Site is located within the Territory, BT will treat the Purchased Equipment, Software or MDM as accepted:
  - (i) where BT does not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment, Software or MDM; and
  - (ii) where BT installs the Purchased Equipment, Software or MDM the earlier of:
    - i. the Service Start Date; or
    - ii. where you notify BT in writing that the Purchased Equipment, Software or MDM has not passed the Acceptance Tests but that is due to minor incidents that do not affect the Purchased Equipment's performance, the date of that Notice.



- (b) Where a Site is not located within the Territory, BT will treat the Purchased Equipment, Software or MDM as accepted on signature for the delivery at the port of entry, or at the final delivery address(es) that BT has agreed with you where BT are shipping the Purchased Equipment, Software or MDM.

### 5.3.4 Warranty

- (a) Unless you have ordered support services from BT (which will be governed by the terms of the Field Force Automation Support Services Annex ), during the warranty period set out in any applicable Order, if you report to BT in accordance with Paragraph 9 that there is an Incident in the Purchased Equipment, Software or MDM due to faulty design, manufacture or materials, or BT's negligence, BT will, or will arrange for the manufacturer or other third party to, replace or (at BT's option) repair the part affected by, or causing, the Incident free of charge, unless:
  - (i) the Purchased Equipment, Software or MDM has not been properly kept, used or maintained in accordance with the manufacturer's or BT's instructions, if any;
  - (ii) the Purchased Equipment, Software or MDM has been modified without BT's written consent;
  - (iii) the Incident is due to damage, interference with or maintenance of Purchased Equipment, Software or MDM by persons other than BT or a third party authorised by BT;
  - (iv) the Incident is due to faulty design by you where the Purchased Equipment, Software or MDM has been manufactured to your design; or
  - (v) the Incident is due to fair wear and tear.
- (b) If requested by BT, you will return the Purchased Equipment, Software or MDM affected by an Incident to BT or to the manufacturer or other third party, in accordance with BT's instructions, for repair or replacement in accordance with Paragraph 5.3.4(a).
- (c) BT does not warrant that the Software or MDM, including any embedded software, supplied under the Contract will be free from Incidents, but BT will remedy any defects that materially impair performance (where necessary, by arrangement between both of us) within a reasonable time. The terms of the Field Force Automation Support Services Annex will apply.

### 5.3.5 Security

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

### 5.3.6 Software Licence

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

## 5.4 WEEE Directive

- 5.4.1 You will comply with Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("WEEE Directive") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("WEEE").
- 5.4.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 5.4 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 5.4.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.

## 6 Specific Terms

### 6.1 Minimum Period of Service

The Minimum Period of Service in relation to any Software licence, provision of MDM or any Purchased Equipment warranty will be set out in any applicable Order.

### 6.2 Customer Committed Date

- 6.2.1 If you request a change to the FFA Purchased Equipment and Software Service or any part of the FFA Purchased Equipment and Software Service, then BT may revise the Customer Committed Date to accommodate that change.
- 6.2.2 BT may expedite delivery of the FFA Purchased Equipment and Software Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

### 6.3 Access to Emergency Services



- 6.3.1 BT will not provide the ability for Users to call the emergency services by dialling "999" or "112" and you will make alternative arrangements for Users, including the maintenance of a fixed telephone number.
- 6.4 EULA**
- 6.4.1 BT will only provide the FFA Purchased Equipment and Software Service if you have entered into an end user licence agreement with the relevant supplier. Details of such end user licence agreement will be set out in any applicable Order and may be amended or supplemented from time to time by the relevant supplier ("**EULA**")
- 6.4.2 You will observe and comply with the relevant EULA for any and all use of the applicable Software.
- 6.4.3 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the EULA, BT may restrict or suspend the FFA Purchased Equipment and Software Service upon reasonable Notice, and:
- (a) you will continue to pay the Charges for the FFA Purchased Equipment and Software Service until the end of the Minimum Period of Service; and
  - (b) BT may charge a re-installation fee to re-start the FFA Purchased Equipment and Software Service.
- 6.4.4 You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in the EULA are between you and the relevant supplier and you will deal with the relevant supplier in respect to any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.
- 6.4.5 Where the EULA is presented in a 'click to accept' function and you require BT to configure or install Software on your behalf, BT will do so as your agent and bind you to the EULA.
- 6.5 IP Addresses**
- 6.5.1 Except for IP Addresses expressly registered in your name, all IP Addresses made available with the FFA Purchased Equipment and Software Service will at all times remain BT's property or the property of BT's suppliers and will be non-transferable.
- 6.5.2 All of your rights to use IP Addresses will cease on termination or expiration of the FFA Purchased Equipment and Software Service.
- 6.6 Invoicing**
- 6.6.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges in the amounts set out in any applicable Order:
- (a) any Staging services;
  - (b) any Charges for any Purchased Equipment, Software, MDM or Implementation Services from the Service Start Date, and those Charges which will apply from the date you take delivery or possession of that Purchased Equipment, Software or MDM; and
  - (c) any Termination Charges incurred in accordance with Paragraph 6.7 upon termination of the relevant Service.
- 6.6.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:
- (a) Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
  - (b) Charges for commissioning the FFA Purchased Equipment and Software Service, providing any of the Staging services, or delivery of any Purchased Equipment, Software, MDM or Implementation Services, outside of Business Hours;
  - (c) Charges for restoring service if the FFA Purchased Equipment and Software Service has been suspended in accordance with Clause 10.1.2 of the General Terms;
  - (d) Charges for any reasonable additional costs that BT may incur as a result of you delaying or preventing delivery of the FFA Purchased Equipment and Software Service;
  - (e) Charges for expediting provision of the FFA Equipment and Software Service at your request after you have been informed of the Customer Committed Date; and
  - (f) any other Charges set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.
- 6.7 Cancellation and Termination Charges**
- 6.7.1 Cancellation Charges**
- For the purposes of Clause 16.2 of the General Terms, if you cancel an Order, or part of it, any time before the Service Start Date you will have to pay BT the following Cancellation Charges as set out below:
- (a) Order processing and management;
  - (b) Purchased Equipment, Software or MDM returns;
  - (c) Any third party cancellation charges; or





- (d) Any costs incurred by BT in relation to providing any elements of Staging or Implementation Services.
- 6.7.2 BT will use reasonable endeavours to keep Cancellation Charges to a minimum.
- 6.7.3 You will be liable for all Charges specified in any applicable Order for the Purchased Equipment, Software or MDM, where you cancel an Order for Purchased Equipment, Software or MDM that have already been delivered, to either of us.
- 6.7.4 **Termination Charges**
  - (a) If BT terminates the Contract or the FFA Purchased Equipment and Software Service for cause under Clause 18 of the General Terms, you will pay BT:
    - (i) all outstanding Charges for service rendered;
    - (ii) any remaining Charges outstanding with regard to BT Equipment, Purchased Equipment, Software, MDM, Implementation Services or Staging services;
    - (iii) de-installation Charges within 60 days of de-installation of the FFA Purchased Equipment and Software Service;
    - (iv) any other Charges set out in any applicable Order;
    - (v) all committed costs to a supplier incurred by BT as a result of your commitment to BT under the Contract, which BT cannot reasonably mitigate; and
    - (vi) all incremental Charges incurred by BT from a supplier due to the early termination.
  - (b) If the Contract expires you will pay BT:
    - (i) all outstanding Charges for services rendered;
    - (ii) any remaining Charges outstanding with regard to BT Equipment, Purchased Equipment, Software, MDM, Staging services or Implementation Services; and
    - (iii) any other Charges set out in any applicable Order.
- 6.8 **Geotab Specific Terms**

The following terms apply if you use wireless connectivity provided by Geotab ("**Wireless Service**").

  - 6.8.1 You will submit any requests to activate, deactivate, temporarily suspend or make any change to the Wireless Services or the SIMs to BT only and not to the Carrier.
  - 6.8.2 You will indemnify and hold BT harmless from and against any amounts BT is required to pay the Carrier as a result of your actions, omissions or perpetration of any fraud or deceit upon you or any of your direct or indirect agents.
  - 6.8.3 You will make good faith efforts to minimize abuse or fraudulent use, to promptly report to BT and the Carrier any such abuse or fraudulent use of which you become aware, and to fully cooperate in any investigation or prosecution initiated by BT or the Carrier.
  - 6.8.4 The Wireless Service may be restricted or terminated if there is, in the Carrier's sole discretion, a reasonable suspicion of abuse or fraudulent use the Wireless Service.
  - 6.8.5 BT will use commercially reasonable efforts to provide prompt notice of the restriction or termination to you.
  - 6.8.6 The Carrier may temporarily block automatic roaming in the geography where the Wireless Service is experiencing fraudulent usage.
  - 6.8.7 You will be liable for all charges, costs or damages resulting from any abuse or fraud facilitated by you or persons authorised by you to use the Wireless Service.
  - 6.8.8 You may use the Wireless Service for web browsing, messaging, and similar activities on equipment approved by BT and not on any other equipment.
  - 6.8.9 Unless explicitly permitted by the plan for your Wireless Service, other uses, including for example, tethering a device to a personal computer or other hardware, are not permitted.
- 6.9 **Miscellaneous**
  - 6.9.1 Regardless of what it may say elsewhere in this Schedule, if you order a fault repair service from BT for the Purchased Equipment, Software or MDM, then the warranty in this Schedule is superseded by the applicable fault repair service and the terms of the Field Force Automation Support Services Annex will apply.
  - 6.9.2 BT may make minor alterations to the specification of the Purchased Equipment, Software or MDM which does not affect the Purchased Equipment's, Software's or MDM's performance.
  - 6.9.3 Any warranty, statement or promise other than the manufacturer's warranty regarding the Purchased Equipment, Software or MDM is only valid if given in writing by BT.



6.9.4 The equipment manufacturer's warranty begins on the date that the Purchased Equipment is received by you. This date will be considered the Service Start Date unless Paragraph 5.3.1(d) applies.

**6.10 Amendments to the General Terms**

Clause 17 will not apply to the FFA Purchased Equipment and Software Service and is deleted in full.





## Part B – Service Delivery and Management

### 7 BT's Obligations

#### 7.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the FFA Purchased Equipment and Software Service, BT will:

- 7.1.1 provide you with contact details for the Service Desk;
- 7.1.2 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and have been notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT are in breach of any of BT's obligations under this Contract;
- 7.1.3 if agreed between both of us in any applicable Order, install any Purchased Equipment, Software or MDM at the applicable Site(s), in which case BT will:
  - (a) test Purchased Equipment, Software or MDM to ensure that it is ready for use; and
  - (b) on the date that BT has completed those tests, confirm to you that the Purchased Equipment, Software or MDM is available for you to carry out any Acceptance Tests as set out in Paragraph 8.2.

#### 7.2 The End of the Service

On expiry or termination of the FFA Purchased Equipment and Software Service by either one of us, BT:

- 7.2.1 will provide relevant information relating to the FFA Purchased Equipment and Software Service provided at the Site(s) in a format that BT reasonably specifies;
- 7.2.2 may disconnect and remove any BT Equipment located at the Site(s); and
- 7.2.3 will fulfil all outstanding Orders that have not been terminated.

### 8 Your Obligations

#### 8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the FFA Purchased Equipment and Software Service, you will:

- 8.1.1 provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the FFA Purchased Equipment and Software Service;
- 8.1.2 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
- 8.1.3 in jurisdictions where an employer is legally required to make such disclosure to its Users and other employees:
  - (a) inform your Users and other employees that as part of the FFA Purchased Equipment and Software Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
  - (b) ensure that your Users and other employees have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required); and
  - (c) agree that BT will not be liable for any failure by you to comply with this Paragraph 8.1.3, 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 8.1.3.
- 8.1.4 prepare and maintain the Site(s) for the installation of BT Equipment, Purchased Equipment, Software or MDM, including:
  - (a) provide a suitable and safe operational environment for any BT Equipment, Purchased Equipment, Software or MDM;
  - (b) provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the BT Equipment or Purchased Equipment at such points and with such connections as BT specifies, and, in order to mitigate any FFA Purchased Equipment and Software Service interruption resulting from failure in the principal power supply, you will provide back-up power with sufficient capacity to conform to the standby requirements of the applicable British standards; and
  - (c) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate.
- 8.1.5 provide and maintain a communication capability for use with the FFA Purchased Equipment and Software Service. You will pay all Charges related to the provision and use of such service and report any incidents in such service directly to the supplier of such service; and



8.1.6 provide BT with your configuration requirements for the Purchased Equipment from the list of standard settings provided by BT, for each User. You agree that, without this information, which is accurate, BT cannot provide the FFA Purchased Equipment and Software Service.

### 8.2 Acceptance Tests

8.2.1 You will carry out the Acceptance Tests for the FFA Purchased Equipment and Software Service within five Business Days after receiving Notice from BT under Paragraph 5.3.1(d) ("**Acceptance Test Period**").

8.2.2 The FFA Purchased Equipment and Software Service is accepted by you if you confirm acceptance in writing during the Acceptance Test Period or is treated as being accepted by you if do not provide BT with Notice to the contrary by the end of the Acceptance Test Period.

8.2.3 Subject to Paragraph 8.2.4, the Service Start Date will be the earlier of the following:

- (a) the date that you confirm or BT deems acceptance of the FFA Purchased equipment and Software Service in writing in accordance with Paragraph 8.2.2; or
- (b) the date of the first day following the Acceptance Test Period.

8.2.4 If, during the Acceptance Test Period, you provide BT Notice that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and provide you Notice that BT has remedied the non-conformance and inform you of the Service Start Date.

### 8.3 During Operation

On and from the Service Start Date, you will:

8.3.1 ensure that Users report Incidents in accordance with the agreed procedure, as set out in any applicable Order;

8.3.2 monitor and maintain any Customer Equipment connected to the FFA Purchased Equipment and Software Service or used in connection with the FFA Purchased Equipment and Software Service;

8.3.3 ensure that any Customer Equipment that is connected to the FFA Purchased Equipment and Software Service or that you use, directly or indirectly, in relation to the FFA Purchased Equipment and Software Service is:

- (a) connected and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment; and
- (b) adequately protected against viruses and other breaches of security;
- (c) technically compatible with the FFA Purchased Equipment and Software Service and will not harm or damage BT Equipment or a third party's network or equipment;
- (d) 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; and
- (e) immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment does not meet any relevant instructions, standards or Applicable Law.

### 8.4 The End of the Service

On expiry or termination of the FFA Purchased Equipment and Software Service by either of us, you will:

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

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

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

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

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

## 9 Notification of Incidents

Where you become aware of an Incident:

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

9.2 BT will give you a Ticket;

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

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

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

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



**Part C – Service Levels**

**10 Service Levels**

Service levels do not apply to the FFA Purchased Equipment and Software.



## Part D – Defined Terms

### 11 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading this Schedule.

**"Acceptance Test Period"** has the meaning given in Paragraph 8.2.1.

**"Acceptance Tests"** means those objective tests conducted by you, which, when passed confirm that you accept the FFA Purchased Equipment and Software Service and that the FFA Purchased Equipment and Software Service is ready for use save for any minor non-conformities, which will be resolved as an Incident as set out Paragraph 8.2.4.

**"Bundled Service"** means where BT provides the SIM and wireless connectivity and you are not required to purchase any Enabling Service.

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

**"Carrier"** means the carrier providing wireless communication services and, if applicable, any reseller or distributor of the Carrier's Wireless Services.

**"Customer Equipment"** means any equipment and any of your provided software, other than BT Equipment, used by you in connection with a FFA Purchased Equipment and Software Service.

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

**"De-installation Charges"** means the charges payable by you on de-installation of the FFA Purchased Equipment and Software Service that will be equal to the then current rates for Installation Charges on the date of de-installation.

**"Enabling Service"** has the meaning given in Paragraph 4.1.

**"EU"** means European Union.

**"EULA"** has the meaning given in Paragraph 6.4.1.

**"FFA Purchased Equipment and Software Service"** has the meaning given in Paragraph 1.

**"Field Force Automation Support Services Annex"** means a separate Annex to this Schedule for the support services that are available for the FFA Purchased Equipment and Software Services provided under this Schedule.

**"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.

**"Implementation Services"** means the services provided by BT to manage the delivery of the FFA Purchased Equipment and Software Service as further described in Paragraph 5.3.1(h).

**"Incident"** means an unplanned interruption to, or a reduction in the quality of, the FFA Purchased Equipment and Software Service or particular element of the FFA Purchased Equipment and Software Service.

**"Incoterms® 2010"** means the International Commercial Terms, which are a series of pre-defined commercial terms published by the International Chamber of Commerce and are a trademark of the International Chamber of Commerce.

**"Installation Charges"** means those Charges set out in any applicable Order in relation to installation of the FFA Purchased Equipment and Software Service or any Purchased Equipment, Customer Equipment or BT Equipment as applicable.

**"Internet"** means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

**"Internet Protocol"** or **"IP"** means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

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

**"Minimum Period of Service"** means the period or periods set out in any applicable Order.

**"Mobile Device Management" or "MDM"** means software used to monitor the Purchased Equipment, the components of the Purchased Equipment and the use of the Purchased Equipment. It also allows for remote access/control of the Purchased Equipment by your support operator, or BT, and as further described in the Order.

**"Purchased Equipment"** means any equipment, including any embedded software, that BT sell or license to you, but excludes any Software. If BT provides Purchased Equipment under any applicable Order it will be provided with manufacturer standard warranty or with any extended warranty (maintenance of which is provided under the Field Force Automation Support Services Annex).



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

“**Service Desk**” means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the FFA Purchased Equipment and Software Service.

“**Service Management Boundary**” has the meaning given in Paragraph 3.

“**Service Options**” has the meaning given in Paragraph 2.

“**Site**” means a location at which the FFA Purchased Equipment and Software Service is provided.

“**Software**” means any software, other than open source software, and instructions that BT provide to you as part of a FFA Purchased Equipment and Software Service, maintenance of which is provided under the Field Force Automation Support Services Annex.

“**Staging**” means the provision of any of the following six services:

- (a) “**Asset Registering**” means that BT will record the Purchased Equipment’s serial number against hardware and software load configuration;
- (b) “**Logistics**” means the delivery by BT of the Purchased Equipment, Software or MDM to you;
- (c) “**Mobile Device Management Configuration**” means BT will configure and install MDM either:
  - (i) on the Purchased Equipment provided by BT or on BT’s third party’s equipment, if ordered by you; or
  - (ii) on your equipment as part of a managed service as set out in any applicable Order; or
  - (iii) on a hosted platform with connectivity between the Purchased Equipment, or your equipment, as set out in any applicable Order.
- (d) “**Purchased Equipment Configuration**” means BT will attach or supply accessories or peripherals. BT will either insert your provided SIM cards or BT’s provided SIM cards for Purchased Equipment configuration. If BT’s SIM cards are used, the same shall be subject to the terms of their own Schedule;
- (e) “**Software Configuration**” means BT will configure and install BT’s provided Software elements either:
  - (i) on the Purchased Equipment provided by BT or on BT’s third party’s equipment, if ordered by you; or
  - (ii) On your equipment as part of a managed service as set out in any applicable Order.
  - (iii) BT may additionally install your provided software, as set out in any applicable Order; and
- (f) “**Testing**” means BT will test the Purchased Equipment, Software or MDM to confirm it is operating to expected standards prior to despatch. BT will additionally test the connectivity of the Purchased Equipment with the relevant network as stated in any applicable Order. The network may be mobile or fixed and BT may use BT’s own or your provided network or both, as set out in any applicable Order.

“**Territory**” means the country in which BT is registered as resident for corporate income tax purposes.

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

“**WEEE**” has the meaning given in Paragraph 5.4.1.

“**WEEE Directive**” has the meaning given in Paragraph 5.4.1.

“**Wireless Services**” has the meaning set out in Paragraph 6.8.