

BT Master Services Agreement

Select Services Service Annex

BT MSA Reference No. **_**** _****

1. Definitions

The following definitions apply, in addition to those in the General Terms and Conditions and the General Services Schedule of the MSA:

Customer Contact Point means a single representative nominated by the Customer to liaise with BT on all matters in relation to the Service.

Inventory means the Site details and associated network service details relating to the underlying Standard Services.

IVR means interactive voice response.

Line means a telecommunications circuit provided or managed by BT, forming part of the Customer network and connecting a Site to the BT Network.

Standard Service(s) means the services covered by the Inventory; except as specifically provided in this Service Annex, Standard Services are provided subject to the MSA and the applicable Service Annex.

The following definitions shall replace the definitions set out in the General Service Schedule and General Terms and Conditions respectively:

Minimum Period means the minimum duration for each Service or each component of the Service, as defined in the Order, calculated from the Operational Service Date, continuing thereafter in accordance with Clause 2 of the General Service Schedule.

Order means the form signed by the Customer that specifies the information required for the Customer to order Service from BT, including the Charges for the Service.

2. Service Description

2.1.1 The Service is a range of value added services which may be selected and combined in different combinations at the Sites detailed in the Order. The Services are offered as an overlay to the Standard Services covered by the Inventory.

2.1.2 All Standard Services are offered on standard delivery lead times or as agreed with the BT project manager. BT may require a survey(s) to be carried out and where such survey reveals that additional work is required to enable provision of Service, or additional work is identified during provision of the Service, then BT reserves the right to raise additional Charges and any associated one-off charges incurred. BT also reserves the right to review the Charges for the Service detailed in the Order should the Customer elect not to proceed with Service at that Site even though Service is available.

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- 2.1.3 The Customer agrees that BT may review the Charges for the Service if the information provided by the Customer changes or if the Customer provides incomplete or incorrect information.
- 2.1.4 Unless specified elsewhere in the applicable Order the Service will not cover non BT Provided Equipment or services provided by the Customer or a third party. If any Service provided under this MSA includes advice or work relating to equipment or services owned or operated by or on behalf of the Customer or is provided in accordance with the Customer technical design, BT does not guarantee that, following provision of the Service under this Contract, the equipment or the Customer network will not be subject to any unlawful access, fraud or other misuse and BT will have no liability to the Customer in respect of such unlawful misuse.

2.2 Service Options

The Service options are as follows:

- (a) Project Management
- (b) Single Point of Contact (SPOC) Incident & Order Management Desk
- (c) Technical Advisory Services
- (d) Customer Service Management

2.3 Project Management

- 2.3.1 Charges will be advised to the Customer and will be chargeable at the applicable daily rate and payable in advance. All work will be carried out during a Business Day; any work carried out outside a Business Day will incur additional charges.
- 2.3.2 All orders for Standard Services will be made in accordance with the applicable Service Annex directly in the Customer's name and BT will manage the order on behalf of the Customer.
- 2.3.3 In the event that a Project Management service option is selected the project manager will act as the primary point of contact with the Customer in relation to the implementation of the Standard Services.

2.4 Project Management Components

- 2.4.1 Desk Based Project Manager (DBPM)
- 2.4.1.1 This option comprises a named office-based Project Manager who will co-ordinate implementation of the Standard Services. This Service does not include face to face customer meetings.

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- 2.4.1.2 The DBPM will prepare a project roll out plan which will set out the activities to be carried out by the DBPM and which will detail the Customer's responsibilities. The DBPM will keep the Customer informed of progress with regular project plan updates.
- 2.4.2 Project Manager
 - 2.4.2.1 This option comprises a named Project Manager who will co-ordinate implementation of the Standard Services. The Project Manager will be available to meet the Customer to agree the implementation plan and conduct project review meetings.
 - 2.4.2.2 The Project Manager will prepare a project roll out plan which will set out the activities to be carried out by the Project Manager and which will detail the Customer's responsibilities. The Project Manager will keep the Customer informed of progress with regular project plan updates.
- 2.4.3 Project Director
 - 2.4.3.1 This option comprises a named Project Director who will co-ordinate implementation of the Standard Services. The Project Director will be available to meet the Customer to agree the implementation plan and conduct project review meetings.
 - 2.4.3.2 The Project Director will prepare a project roll out plan which will set out the activities to be carried out by the Project Director and which will detail the Customer's responsibilities. The Project Director will keep the Customer informed of progress with regular project plan updates.

2.5 Single Point of Contact (SPOC)

- 2.5.1 BT will provide the Customer with a single point of contact helpdesk for reporting faults and order management activities relating to the Standard Services. Charges will be advised to the Customer and are payable quarterly in advance.
- 2.5.2 BT will provide an IVR in relation to certain Standard Services detailed on the Order. The Customer may report faults and request order management services via a telephone number notified to the Customer by BT. The IVR will route the telephone call to the relevant Standard Service helpdesk.

2.6 SPOC Service Components

The following options are available:

- 2.6.1 Incident Management Desk
 - 2.6.1.1 The Incident Management Desk (IMD) will be the single point of contact for incidents arising from the Standard Services in the Inventory. The Customer Contact Point will contact the IMD via the telephone number notified to the Customer by BT. The Customer agrees that,

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prior to reporting a fault to BT, it will carry out an initial diagnosis to ensure that only faults in the Standard Services are reported to BT.

- 2.6.1.2 The IMD will aim to answer all telephone calls in less than thirty seconds and aims to be available twenty-four hours per day, seven days per week including all national, public and bank holidays.
- 2.6.1.3 The IMD will pass the incident to the appropriate BT Customer Service Centre responsible for the Standard Service affected. Where appropriate the IMD will escalate problems relating to faults that prove difficult to resolve or are unlikely to be resolved within target timescales set out in the Standard Services Service Annex.
- 2.6.1.4 BT will keep the Customer informed throughout the resolution of a problem at an appropriate level agreed with the Customer relevant to the Customer's selected care level set out in the Standard Services Service Annex.
- 2.6.1.5 Fault repair will be provided in accordance with the fault repair options set out in the Standard Services Service Annex.
- 2.6.1.6 When the fault has been cleared the BT Customer Service Centre will contact the Customer Contact Point to notify that the Service has been restored. The Customer will confirm within twenty minutes of a request to do so whether or not the fault has been cleared. If the Customer does not contact BT within the stated period then the fault will be deemed to have been cleared.
- 2.6.2 Order Management Desk
 - 2.6.2.1 The Order Management Desk (OMD) covers the provision of new Standard Service Sites, changes to existing Sites and termination of existing Sites. Sites requiring new technology or a migration to a new technology will not be implemented through the OMD. If a Project Management service option is selected the project manager will interface directly with the OMD.
 - 2.6.2.2 Additional orders or small adhoc moves or changes to the Customer's Inventory will be undertaken by the OMD. Major contract amendments to the Standard Services requiring a new technology or migration to a new technology will be undertaken by a project manager.
 - 2.6.2.3 The Customer Contact Point will contact the OMD via the SPOC telephone number and email address notified to the Customer by BT for any enquiries relating to order management. If the Customer elects to place an Order direct for Standard Services with the relevant BT Customer Service Centre without using the OMD then the Customer must provide the OMD with full details of the order.
 - 2.6.2.4 The OMD will aim to answer all telephone calls in less than thirty seconds and aims to be available between the hours of 9am and 5pm on a Business Day.

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- 2.6.2.5 The OMD will pass the Order to the appropriate BT Customer Service Centre responsible for the Standard Service. Where appropriate the OMD will escalate problems relating to an order that proves difficult to resolve or are unlikely to be resolved within target timescales set out in the applicable Service Annex.
- 2.6.2.6 BT will keep the Customer informed of Order progression and target delivery dates where applicable.
- 2.6.2.7 The Customer must keep BT informed of any changes to be made to the Inventory, irrespective of whether the changes are effected via the OMD. The Customer agrees that BT will not be able manage incidents in relation to those Standard Services which are not set out in the Inventory.
- 2.6.2.8 All orders for Standard Services will be made in accordance with the applicable Standard Services Service Annex directly in the Customer's name and BT will manage the order on behalf of the Customer.

2.7 Technical Advisory Services

- 2.7.1 BT will provide Technical Advisory Services (TAS) between 9am and 5pm on a Business Day. Work carried out outside of these times will incur additional Charges. Charges will be advised to the Customer and will be chargeable at the applicable daily rate and payable in advance.
- 2.7.2 BT will appoint a consultant to be the Customer's principle point of contact for all enquiries relating to the TAS. From discussions with the Customer the consultant will assess the Customer requirements and on completion of the work, BT will provide the Customer with a written report.
- 2.7.3 BT will not be responsible for providing a full technical design advice covering an end to end Customer solution across the Standard Services. BT will provide consultancy advice on individual Standard Services and/or on the integration of the Standard Services.

2.8 Customer Service Management

- 2.8.1 BT will provide Customer Service Management Services between 9am and 5pm on a Business Day. Work carried out outside of these times will incur additional Charges. Charges will be quoted for in advance dependent on the Customer's requirements and will be payable quarterly in advance.

The Customer may select one or more of the following options:

- (a) Customer Service Manager;
- (b) Contract Manager

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2.8.2 Customer Service Manager

2.8.2.1 BT will provide the Customer with a dedicated Customer Service Manager (CSM) that will become the Customer's primary contact for all Service issues relating to the Service. The CSM will continually monitor service performance and track the progress of any implemented service improvements.

2.8.2.2 The following options are available:

- (a) Management of all service issues associated with the Standard Services;
- (b) Service review meetings on a quarterly basis;
- (c) Quality of service reports on a quarterly basis;
- (d) Preparation of contact and escalation plans;
- (e) Maintenance of service management documentation;
- (f) Management of service improvement planning;
- (g) Preparation of incident management reports following any service level related failures.

2.8.2.3 The CSM will only provide support relating to the Standard Services set out in the Inventory, and will not be responsible for any service issue that is not related to the Standard Services.

2.8.3 Contract Manager

2.8.3.1 BT will provide the Customer with a named Contract Manager (CM) who will become the Customer's primary contact for all commercial issues relating to the Service.

2.8.3.2 The following options are available:

- (a) Monitoring the overall committed spend and contracted discounts on the Standard Services;
- (b) Monitoring delivery of the Standard Services. The CM will not resolve general in life service issues but will work with a designated CSM or service delivery team on major identified issues if necessary on a per occasion basis;
- (c) Attendance at quarterly service review meetings with the CSM;

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- (d) Attendance at regular account review meetings with the Customer and the BT account team;
- (e) A point of contact for invoice issues which will be limited to initial enquiry to resolve. In the event of a complex query the CM will refer the query to the respective Standard Service billing function on behalf of the Customer;
- (f) An enhanced billing service which shall provide a consolidated summary of all invoices relating to the Standard Services on a monthly or quarterly basis.

2.9 Additional Services

Changes to the Service

- 2.9.1 At the request of the Customer, BT may make changes or additions to the Service in accordance with the terms of this Clause 2.9.
- 2.9.2 All changes or additions shall be subject to the mutual agreement of BT and the Customer.
- 2.9.3 BT will amend its record on the Inventory to reflect the agreed change.
- 2.9.4 Where the Customer requires BT to make any change or addition to the Service BT will produce a Contract Amendment Form (CAF) detailing the changes and applicable Charges. BT will send the CAF to the Customer. A signed CAF must be returned to BT within the timescales stipulated by BT otherwise it may be rejected.
- 2.9.5 Once BT receives a signed CAF, BT will send out an acceptance letter. Changes will not be valid until BT confirms acceptance by letter.

3. BT Service Management Boundary (SMB)

The Service Management Boundary is the same demarcation point as set out in the applicable Standard Services terms and conditions or Service Annex.

4. The Customer's Responsibilities

- 4.1 As soon as reasonably practicable following signature of this Contract, the Customer will, if it has not already done so, provide BT with all information reasonably required by BT in order to be able to proceed with the provision of the Service. The Customer will on request make available to BT free of charge reasonable office accommodation, facilities and office support and any other items notified to the Customer which BT Project Managers/Directors may require to perform the Service, from time to time. The terms of this Clause only apply where BT Project Managers/Directors are appointed to manage the implementation of the Service.

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- 4.2 The Customer will specify in Section 2 of the Order the details of the Customer Contact Point. The Customer will ensure that any changes to the Customer Contact Point are notified immediately to BT in writing. The Customer Contact Point will be the liaison point between BT and the Customer for all issues regarding this Service Annex. Unless otherwise agreed, the Customer Contact Point will be responsible for the reporting of all faults in the Service to BT and for all subsequent fault management communications between BT and the Customer. The Customer grants BT authorisation to undertake all necessary data verification exercises, including but not limited to the review of information contained on any BT system and to transfer information such as corporate account records between different lines of business in BT in order to provide the Service. BT shall be authorised to take over incident management control of such Lines as BT deems appropriate in the course of the management activities which form part of the Service.
- 4.3 Provision of the Service is dependent on the Standard Services listed in the Inventory remaining in place for the duration of the Service.
- 4.4 Provision of the Service is dependent on the Customer providing BT with a complete and up to date Inventory of existing Standard Services. If new Standard Services are being supplied by BT the Customer must provide all information reasonably required to enable BT to compile a complete and up to date Inventory of the applicable Standard Services.

5. Charges and Payment Terms

The Charges for the Service will comprise some or all of the following components, depending on the options selected on the Order.

Service	One off Charges	Recurring Charge	Notes
Project Management	Yes	No	Payable in advance
Single Point of Contact	No	Yes	Payable quarterly in advance
Technical Advisory Services	Yes	No	Payable in advance
Customer Service Management	No	Yes	Payable quarterly in advance. Charging will commence on OSD
Contract Manager	No	Yes	Payable quarterly in advance. Charging will commence on OSD

- 5.1 The Charges for the Service are set out in the Order.
- 5.2 BT will provide an agreed number of days of Project Management as specified on the Order for the purposes of the installation and delivery of the Standard Services. Additional days will be required depending on the options selected by the Customer and the levels of integration or complexity identified by BT. Any other requirement for professional advisory services will be provided in accordance with the relevant provisions relating to the Technical Advisory Services.

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- 5.3 Unless otherwise specified on the Order, charges for Project Management and Technical Advisory Services will be calculated at the daily rate applicable at the time the work is carried out and payable in advance. Any additional amounts claimed by BT in respect of expenses incurred will be invoiced on completion of the work, or as otherwise specified by BT under this Service Annex.
- 5.4 In the event that Project Management and/or Technical Advisory Services are included within tariff in a Standard Service then this will be reflected in the Project Management and/or Technical Advisory Service Charges detailed on the Order.
- 5.5 Unless otherwise specified on the Order, Recurring Charges for the volume of Sites specified on the Order will commence on the Operational Service Date and will be invoiced quarterly in advance.
- 5.6 In the event that the Customer increases or decreases the number of Standard Service Sites covered by the Inventory then revised Charges may apply and these will be detailed in a CAF in accordance with the terms of Clause 2.9 above.
- 5.7 If, prior to the Operational Service Date, the Customer cancels Service at a Site (other than for the default of BT), or if BT terminates Service at a Site for breach, BT may raise Charges in respect of work performed, money spent and commitments entered into to meet the Customer's requirements up to and including the time of such termination and for any expenses incurred. BT also reserves the right to review the Charges for Service to each of the remaining Sites from the Operational Service Date.
- 5.8 If addition to the provisions of Clause 6 of the General Service Schedule, if subsequent to the Operational Service Date the Customer terminates Service to one or more Sites before the Minimum Period or an Additional Period has expired BT reserves the right to review the Charges for Service to the remaining Sites and the following Clause replaces Clause 6 (a) of the General Service Schedule:
- (a) An amount equal to thirty-five percent of the total outstanding rental Charges payable for the remainder of the Minimum Period or Additional Period.

6. Service Levels

There are no Service Levels associated with this Service.

7. Standard Service Terms and Conditions

- 7.1 Except as specifically provided in Clause 7.2 below the Standard Services detailed on the Inventory are subject to the MSA and the applicable Service Annex and will continue to be invoiced in accordance with those terms.
- 7.2 The following Standard Services will not be subject to the above referred MSA and will be subject to the applicable terms and conditions available at <http://www.bt.com/terms> or alternatively the terms and conditions may be referred to on the Standard Services order or may be attached to the order.

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Service
Internet Connect
KiloStream
MegaStream
Private Line Connect (MegaStream/KiloStream)
ISDN
PSTN
SHDS Connect
FeatureNet (including Embark)
FeatureLine (including Corporate)
BT Optical Connect
Enterprise Broadband
Inbound Connect
BT Business Broadband
Mobile Access