

BT Expert Setup

Schedule to the General Terms

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A note on 'we' and 'you'

'We', 'us' and 'our' mean BT.

'You' and 'your' mean the Customer.

Phrases that refer to 'either', 'neither', 'each of us', 'both of us', 'we each' or 'we both' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.

Part A – The Service

1. Service Summary

We will provide you with access to a range of specialists and experts who will provide services to assist you with the set up of your Products, comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options that are selected by you as set out in any applicable Order, (the "**Service**").

2. Standard Service Components

We will provide you with all of the following standard service components ("**Standard Service Components**") in accordance with the details set out in any applicable Order:

- 2.1 pre-Consultation setup, configuration and customisation of the Product by your BT Digital Expert; and
- 2.2 a Consultation that may include a demonstration, training or bespoke configuration by screen share technology of the Product.

3. Service Options

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

3.1 Expert Setup by a BT Digital Expert on Microsoft Office 365

- 3.1.1 set up of Microsoft Office 365 for up to five licences;
- 3.1.2 account creation on your Microsoft Office 365 portal, including creating users and defining your email addresses;
- 3.1.3 assistance with updating your mail exchanger records to link your company domain with Microsoft Office 365;
- 3.1.4 installation of Microsoft Office 2016;
- 3.1.5 configuration of Microsoft Outlook 2016 to connect to your Microsoft Office 365 account;
- 3.1.6 migration of existing email folders to your Microsoft Office 365 account; and
- 3.1.7 installation of OneDrive for Business, a cloud based storage product.

4. Service Management Boundary

- 4.1 We will provide and manage the Service as set out in Part B of this Schedule and as set out in the Order and will not be responsible for anything set out in this Paragraph 4 ("**Service Management Boundary**").
- 4.2 We will have no responsibility for the Service outside the Service Management Boundary.
- 4.3 We do not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software.
- 4.4 We will not provide any BT Equipment or other equipment as part of the Service.
- 4.5 We will not be responsible for:
 - 4.5.1 any on-going maintenance, management or troubleshooting on the Products after completion of the Service;

4.5.2 set up of any Customer Equipment; or

4.5.3 migrating your email contacts or calendars and you acknowledge that email contacts and calendars may be lost.

5. Associated Services and Third Parties

5.1 We will not provide the Service unless you have purchased an eligible Product from us and you will ensure that the relevant Product meets the minimum technical requirements that we specify.

5.2 If we provide you with any services other than the Service (including any Product) this Schedule will not apply to those services and those services will be governed by their separate terms.

6. Specific Terms and Conditions

6.1 Termination for Convenience

For the purposes of Clause 17 of the General Terms, you agree to the immediate provision of the Service and you may not cancel the Service in accordance with Clause 17 of the General Terms.

6.2 Minimum Period of Service

The Service is a one off set up service and so there is no Minimum Period of Service.

6.3 Service Start Date

You agree that, for the purposes of this Schedule, the Service Start Date is the date that you order the Service.

6.4 Cancellation Charges

6.4.1 For the purposes of Clause 16 of the General Terms, you may, subject to Paragraph 9.2.2, cancel an Order, or part of it, any time between the Service Start Date and the Customer Committed Date.

6.4.2 If you do not agree a Customer Committed Date with us, in accordance with Paragraph 7.1.3, within 30 days of the Service Start Date, we may terminate the Order in accordance with Clause 17 of the General Terms and you will pay Cancellation Charges equal to the Charges for the Service.

6.5 Content

6.5.1 Where we provide you with Content, you acknowledge that:

- (a) the use of Content is at your own risk;
- (b) the Content may change from time to time;
- (c) the Content will only be used for its own purposes and is protected by copyright, trademark, and other Intellectual Property Rights;
- (d) you will not copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the Content;
- (e) we will not guarantee the accuracy or completeness of the Content; and
- (f) you will comply with any applicable terms when accessing Content.

6.5.2 We will have no obligation to store Content or any responsibility if stored Content is lost or deleted.

6.5.3 We recommend that you save copies of information you wish to keep on other devices not connected with the Service.

6.6 Product Terms

You will comply with with any applicable terms for the Products including obtaining any relevant third party licences required to enable the use of any Product and you will pay any on-going fees associated with those licences.

6.7 Product Faults

6.7.1 We will not be liable for:

- (a) any failures in the Products or your operating systems that cannot be resolved when you are using the Service; or
 - (b) your failure to correctly follow our advice and recommendations.
 - 6.7.2 We do not guarantee that we will be able to advise on or fix any faults that you report with any Product.
 - 6.7.3 We recommend that you regularly back-up any stored data.
 - 6.7.4 If any fault with any Product is due to a failure in any Customer Equipment, you will be responsible for arranging for the repair or replacement of the Customer Equipment and we will not be liable if we are unable to provide the Service due to your Customer Equipment being faulty or unavailable.
- 6.8 **Email Downtime**
- You acknowledge that, following delivery of the Service, there may be downtime with no access to emails for up to 24 hours.

Part B – Service Delivery and Management

7. Our Obligations

7.1 Service Delivery

Before the Customer Committed Date, we:

- 7.1.1 will provide you with contact details for the helpdesk that you will be able to contact to submit service requests and ask questions about the Service;
- 7.1.2 will contact the Customer Contact to understand the scope of the work required for delivery of the Service;
- 7.1.3 having understood the scope of the work required in accordance with Paragraph 7.1.2, will agree with you a date and time (during Business Hours) on which we will deliver the Consultation (“**Customer Committed Date**”) and will use reasonable endeavours to meet the Customer Committed Date; and
- 7.1.4 will setup, configure or customise the Product, depending on the Service Options selected by you, including:
 - (a) accessing your email account; and
 - (b) if required, backing up your email folders on our systems, to enable email migration, in accordance with Paragraph 3.1.6.

7.2 During Operation

On the Customer Committed Date, we:

- 7.2.1 will make reasonable endeavours to contact you at the time agreed in accordance with Paragraph 7.1.3; and
- 7.2.2 will deliver the Consultation, including using remote access and screenshare technology, where appropriate.

7.3 The End of the Service

On completion of the Service, we may delete any Content.

8. Your Obligations

8.1 Service Delivery

Before the Customer Committed Date, you will:

- 8.1.1 provide us with any specific Content to be used during delivery of the Service;
- 8.1.2 provide us with the names and contact details of any individuals with appropriate knowledge who are authorised to act on your behalf to discuss and implement your online business strategy (“**Customer Contact**”), but we may also accept instructions from a person who we reasonably believe is acting with your authority;
- 8.1.3 provide us with any information reasonably required without undue delay, including all information required to update your mail exchanger records in accordance with Paragraph 3.1.3; and
- 8.1.4 complete any preparation activities that we may request to enable you to receive the Services promptly and in accordance with any reasonable timescales.

8.2 Service Operation

On the Customer Committed Date, you will:

- 8.2.1 provide us with any user names, passwords and information we request to allow us to provide the Service;
- 8.2.2 allow us to remotely access your registered computing equipment and network for the purposes of delivering the Service; and

8.2.3 where you have provided us with passwords to enable us to deliver the Service, change these passwords within 24 hours of the Customer Committed Date.

9. Invoicing

9.1 We will invoice you for the Charges for the Service in the amounts and currency specified in any Orders, as set out at www.bt.com/expertsetup.

9.2 We may invoice you for any of the following Charges in addition to those set out in the Order:

9.2.1 Charges for cancelling the Service in accordance with Paragraph 6.4.2 and Clause 16 of the General Terms;

9.2.2 if you cancel the Service in accordance with Paragraph 6.4.1 and Clause 16 of the General Terms, all committed costs incurred by us as a result of your commitment to us under the Contract, which we cannot reasonable mitigate;

9.2.3 Charges for expediting provision of the Service at your request after you have been informed of the Customer Committed Date; and

9.2.4 any other Charges set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

10. Service Amendment

10.1 You may request, by giving us Notice, a change to an Order for the Service (or part of an Order) at any time before the Customer Committed Date.

10.2 If you exercise your right under Paragraph 10.1, and except where a change results from our failure to comply with our obligations under the Contract, we will, within a reasonable time, provide you with a written estimate, including:

10.2.1 the likely time required to deliver the changed Service; and

10.2.2 any changes to the Charges due to the changed Service.

10.3 We have no obligation to proceed with any change that you request under Paragraph 10.1, unless and until we have both agreed in writing on the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change.

10.4 If we change a Service prior to the Customer Committed Date because you have given us incomplete or inaccurate information, we may, in our reasonable discretion, apply additional reasonable one-time Charges.

Part C – Defined Terms

11. Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the following 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 Digital Expert” means one of our suitably skilled employees with the expertise to deliver the Service.

“Business Hours” means between the hours of 0900 and 1700 in a Business Day.

“Consultation” means a phone call during which the BT Digital Expert will deliver part of the Service.

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

“Customer Committed Date” has the meaning given in Paragraph 7.1.2.

“Customer Contact” has the meaning given in Paragraph 8.1.1.

“Customer Equipment” means any equipment including any software, other than BT Equipment, used by you in connection with a Service.

“Microsoft Office 365” means either of:

- (a) Microsoft® Office 365 Business Essentials offered by BT; and
- (b) Microsoft® Office 365 Business Premium offered by BT.

“Products” means any BT product or service that we agree to provide the Service for, including Microsoft Office 365.

“Service” has the meaning given in Paragraph 1.

“Service Management Boundary” has the meaning given in Paragraph 4.1.

“Service Options” has the meaning given in Paragraph 3.

“Standard Service Components” has the meaning given in Paragraph 2.