



Conditions for ICT Partner Solutions – Service Schedule for SAS 21CN Migration Service

1. Definitions and Interpretation

The following definitions shall apply to the provision of the Service, in addition to those in the General Terms and Conditions of the Master Services Agreement.

“**BT’s Supplier**” means SAS Telecom Ltd whose registered office is at SAS House, Blackhouse Farm, Blackhouse Road, Colgate, Horsham, West Sussex RH13 6HS who has agreed to supply the various services to BT.

“**BT Supplier Equipment**” means equipment (including any Software) owned or licensed by BT’s Supplier and placed on the Customer’s premises by BT or BT’s Supplier for the provision of the Service.

“**In Scope Services**” means the hardware, software and/or services covered by the Service and identified on the Order Form. Any other hardware, software and/or services is subject to inspection and approval by BT prior to inclusion as part of the Service.

“**Service**” means the services provided in respect of the In Scope Services, as described in Clauses 3, 4 and 7 below.

“**Service Hours**” means the hours of service set out in the applicable support package in Clause 3.1 below.

“**Working Day**” means Monday to Friday 9.00am to 5.30pm excluding UK Bank Holidays.

2. Provision of Service

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

3. Service Hours

- 3.1 The following support packages are available for the Service. The support package for each device selected by the Customer will be identified on the Order Form.

SAS Bronze Support Package

Provides cover Monday to Friday 9.00am to 5.30pm excluding UK Bank Holidays. A dedicated support telephone number is supplied for access to the service desk.

SAS Silver Support Package

Provides cover Monday to Friday 7.00am to 7.00pm excluding UK Bank Holidays. A dedicated support telephone number is supplied for access to the service desk.

SAS Gold Support Package

Provides cover Monday to Sunday 7.00am to 7.00pm excluding Christmas Day (00:00 to 23:59 on the 25th December), Boxing Day (00:00 to 23:59 on the 26th December) and New Year’s Day (00:00 to 23:59 on the 1st January). A dedicated support telephone number is supplied for access to the service desk.

SAS Platinum Support Package

Provides cover 24 hours a day 365 days a year. A dedicated support telephone number is supplied for access to the service desk.

- 3.2 If the Customer requests Service at times other than within the agreed Service Hours the Customer shall be liable to pay an additional charge for such service provided by BT.

Conditions for ICT Partner Solutions – Service Schedule for SAS 21CN Migration Service

3.3 The Customer may upgrade its support package(s) at any time during the life of the Service, but not downgrade below the numbers identified in the Order Form. The increase or decrease in the Charges will be invoiced on a pro-rata basis from when the level of support is amended.

4. Service Description

4.1 The Service is available for single or multi-country, data installations. The following Service options are available. The Service option(s) selected by the Customer will be identified on the Order Form;

(a) Remote Network Monitoring

- (i) Remote monitoring of all equipment will be identified on the Order Form within the Service Hours.
- (ii) If a fault is identified in the In Scope Services by remote monitoring, BT will notify the normal fault reporting contact point for the service and BT will notify the Customer when reasonably practicable.

(b) Network Monitoring Tools

Access to a web portal that provides;

- (i) **Real-time Service Monitoring:**
Instant viewing of device availability, response times and recording of key performance indicators to improve system fault resolution and management reporting.
- (ii) **Real-time Performance Reporting:**
Viewing of real time infrastructure performance and setting of client specific thresholds and email alerts.
- (iii) **On Line Fault Reporting:**
Logging or monitoring of faults via a web interface.

(c) **Project Management** The Project Manager is responsible for implementation of the following from contract award to final acceptance:

- Single point of contact and accountability;
- Delivering the Service and/or In Scope Service according to contractually agreed specifications;
- Liaising with the Customer's project manager/owner;
- Risk management and mitigation;
- Project team/resources (national and international);
- Managing subcontractors and internal parties;
- Managing change requests;
- Managing acceptance procedure;
- Production of migration plans for In Scope Services, as required;
- Responsible for handover and customer service/billing;
- Project closure/evaluation meeting.

(d) **Technical Support Engineer** The technical support engineer is the operational technical point of contact for the Customer during and after implementation for the following:

- Circuit provisioning administration and management for correct circuit termination;
- IT support team systems overview and fault procedure hand over;
- IT management systems training for real time monitoring and bandwidth analysis tools;
- Comprehensive systems documentation.

Conditions for ICT Partner Solutions – Service Schedule for SAS 21CN Migration Service

- (e) **Provisioning Service Management** The provisioning service management team is responsible for the order provisioning and management of BT data services. The provisioning service management team is responsible for:
- Order provisioning and management of BT data services;
 - Project coordination for installations, moves, adds and changes of data services;
 - Migration planning and support for data services changes and upgrades
- (f) **Provision of BT Supplier Equipment:** Any BT Supplier Equipment which is included as part of the In Scope Services will be covered by a Cisco SMARTnet Maintenance agreement managed by BT's Supplier under the following terms:
- (i) BT and BT's Supplier cannot guarantee that any BT Supplier Equipment provided will be fault free and we do not undertake to do so. BT will respond to any fault in the BT's Supplier Equipment as per clause ii) below.
 - (ii) BT's Supplier will use reasonable efforts to provide hardware maintenance at the Customer's site, including all parts, labour, and material required, within 4 hours, 24 hours a day, seven days a week, including Public and Bank holidays.
 - (iii) Any replacement hardware provided may be either new or refurbished at BT's Supplier's sole option.
 - (iv) The Customer must take proper care of BT Supplier Equipment and ensure it is kept in the correct environment as specified by the manufacturer.
 - (v) The Customer is responsible for BT Supplier Equipment and must not move, add to, modify or in any way interfere with BT Supplier Equipment, nor allow anyone else (other than someone authorised by BT) to do so. The Customer will be liable to BT or BT's Supplier for any loss of or damage to BT Supplier Equipment, except where the loss or damage is due to fair wear and tear or is caused by BT or BT's Supplier or anyone acting on BT's Supplier's behalf.
 - (vi) BT Supplier Equipment belongs to BT's Supplier at all times. The Customer is not allowed to sell, give away, or use BT Supplier Equipment as security for a loan or allow it to be ceased as part of a debt or allow anyone else to remove it from the Customer's premises.
 - (vii) The Service excludes:
 - Any customisation or installation of software.
 - Support or replacement of any product that is altered, modified, mishandled, destroyed, damaged by natural causes or damaged due to a negligent or willful act or omission by the Customer or used other than as specified in the Cisco-supplied documentation, or resolution of software or hardware problems resulting from third party products or causes beyond Cisco's control.
 - Services for non-Cisco software installed on any Cisco product.
 - Any hardware upgrade required to run new or updated software.
 - (viii) All services provided by BT's Supplier will be performed with reasonable skill and care and, except as specified in these terms and conditions, all other express or implied terms, conditions or warranties including, without limitations, implied terms as to fitness for a particular purpose or satisfactory quality are excluded. You must notify BT promptly of any claimed breach of warranty and your sole and exclusive remedy for any such breach will be, at BT's or BT's Supplier's sole discretion, re-performance of the relevant services or reimbursement of that portion of the fees paid in relation to such services.

Conditions for ICT Partner Solutions – Service Schedule for SAS 21CN Migration Service

4.2 Management Link

To provide the Service a management link is required to connect directly from the Customer's Wide Area Network (WAN) to the BT Supplier's monitoring system. The management link will only be provided when Remote Network Monitoring has been included as part of the In Scope Services.

5. Charges

- 5.1 BT will invoice the Customer quarterly in advance for rental, monitoring, support and management charges. All other charges will be invoiced in arrears.
- 5.2 BT may charge the Customer at BT's applicable rate for any re-visit to a Site due to any act or omission of the Customer.
- 5.3 The Customer will pay the charges set out in the Order Form.

6. Minimum Period of Service

- 6.1 The Minimum Period of the Service will be 36 months as set out in the Order Form.

7. Quality of Service Levels

- (a) BT will use its reasonable endeavours to:
- (i) answer 95% of calls within 30 seconds of commencement of ringing;
 - (ii) answer 99% of calls within 45 seconds of commencement of ringing.
- (b) BT will provide the Customer with updates during the life of the fault. The frequency of the update will depend on the classification of the fault. Faults will be classified as follows:

Classification	Definition	Frequency of updates
P1	Severe impact, loss of Service that cannot be circumvented. For example: a complete component failure with no back up	Hourly
P2	Serious problem where Service is partially interrupted or impaired and can be circumvented. For example: complete component failure when back up is available or partial component failure when Service is still partially available.	Every four (4) hours
P3	Problem has no observable impact on Service. For example, requests for assistance with a configuration change.	Daily
P4	A problem has no observable impact on production and causes minimum inconvenience and general enquiries.	Daily

- (c) BT will use its reasonable endeavours to provide an incident report within 2 Working Days of a fault being corrected. This may take longer where BT is reliant on a third party supplier other than the BT Supplier. Where possible the report will detail the following:
- (i) root cause analysis;
 - (ii) corrective action taken;
 - (iii) summary of events.

Conditions for ICT Partner Solutions – Service Schedule for SAS 21CN Migration Service

- (d) On a weekly basis BT will provide the Customer with an updated fault log detailing all outstanding faults. This information will also be made available to the Customer via the web portal.

The Quality of Service Levels set out above are subject to review and/or change by BT at any time.