

Service Schedule for BT Business IT Site Manager Subscription Service

1. SERVICE DESCRIPTION

Service Overview

- 1.1 The Service provides IT support on the hardware, applications and operating systems detailed at <http://business.bt.com/it-support-and-security/it-support-manager/> or any Site we may advise to you and as described in the Service Schedule and does not include the provision of any hardware.

Service Start Date

- 1.2 The Service will commence on the date BT visits the Site to install the necessary software on the Supported Equipment. Normally this visit will take place within 10 Working Days of the date that BT communicates its acceptance under clause 1.1 of the Conditions.

Minimum Period

- 1.3 The Service will have a Minimum Period of 12, 24 or 36 months from the Service Start Date depending upon the Minimum Period that the Customer agrees to when registering for the Service.

Service Description

- 1.4 The Service is provided in mainland United Kingdom based on the number of Servers and PCs the Customer wishes to have supported. Supported Equipment must meet the criteria outlined in 5.1

- 1.5 The Service provides the Customer with the following facilities:

1.5.1 Freephone access to single point of contact for the use of, and fault resolution on, hardware, operating systems and software applications on the Supported Equipment as well as for reporting faults on the Customer's BT Business Broadband access service.

1.5.2 Remote access by BT to the Customer's Supported Equipment for:

- (a) diagnostics and problem solving;
- (b) weekly scans for missing Microsoft critical patches only on the Supported Equipment and application of any missing patches identified;
- (c) provision of anti-virus and spyware software together with checking from time to time that the latest versions and definitions of this software are installed and running. This check does not release the Customer from its responsibilities set out in paragraph 3.1 below;
- (d) remote configuration and monitoring of any of the Server based backup applications set out in paragraph 5.1. It is the Customer's responsibility to ensure the correct backup media is installed in the backup device and that all media is stored in a safe and secure environment;
- (e) network administration for the creation, removal and updating of user accounts, shared folder and shared printers. BT reserves the right to charge the Customer for this activity in the event that, in its sole opinion, BT believes that the use of this part of the Service is excessive;
- (f) periodic remote polling of Servers to check for:
 - available disk space
 - memory utilisation
 - processor utilisation
 - web site availability
 - exchange server availability
 - Microsoft SQL database availability

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- SMTP Server availability
- page file usage
- backup success

(g) periodic remote polling of PC's to check for:

- available disk space
- memory utilisation
- central processor utilisation (CPU)

If the checks stated in (f) and (g) above show that the Customer is operating beyond normal operating parameters as determined by BT, BT will take action that BT deems to be appropriate. The Customer will respond accordingly to ensure that the Customer is operating within the normal operating parameters determined by BT.

1.5.3 Periodic vulnerability scanning of Supported Equipment against a current list of known vulnerabilities. BT will review the results of the scans and take action as deemed appropriate to address issues that are identified.

1.5.4 Monthly service reports, delivered via email providing the following information for the previous month:

- availability of supported servers
- key performance parameters:
 - minimum/average/max CPU utilisation
 - min/ave/max memory capacity
 - min/ave/max disk capacity
- patch status and number of patches applied
- vulnerability status
- number of alerts detected and resolved
- number of calls made to helpdesk
- number of viruses detected
- virus definition status

1.5.5 On-Site support of registered Supported Equipment, as deemed necessary by BT's Helpdesk, should telephone based support fail to resolve a problem. This on-Site support is only available for visits between 09.00 and 17.00 on Working Days. BT can normally provide an on-Site visit on the next Working Day after agreeing that a visit is necessary.

On-Site support (subject to the limitations and restrictions in paragraphs 5.1 and 5.2) includes:-

(a) Hardware repair on Supported Equipment as follows:

- (i) the inspection, testing and diagnosing of any hardware related fault report;
- (ii) the reinstatement of Supported Equipment to the working conditions that existed prior to the occurrence of a fault, including re-loading the Customer's Operating System to the manufacturer's default base build condition;
- (iii) the repairing of Supported Equipment away from the Site, if required. Where BT considers it necessary to repair any Supported Equipment away from the Site, it will try to complete the repair as soon as practicable and may loan the Customer a temporary replacement unit, (subject to paragraphs 5.1 and 5.2) during the period of repair. If replacement equipment is provided during the repair, BT will use reasonable endeavours to provide equipment as compatible as possible to the Customer's equipment, subject to availability. Equipment loaned to the Customer will remain the property of BT and the Customer will be liable for any loss or damage, howsoever caused, to that equipment.

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- (iv) BT may provide a permanent replacement part, either new or refurbished, instead of repairing the defective part. On exchange, the replacement part becomes the property of the Customer, and the defective part becomes the property of BT.
 - (v) On-Site support does not include any software support and/or clustering support.
 - (vi) On-Site support for hardware repair of Supported Equipment will be provided by Next Working Day including parts, where possible, and subject to the limitations and restrictions in paragraphs 5.1 and 5.2 below.
 - (vii) On-Site repair support will only be provided at the site registered under the IT Site Manager contract. Supported Equipment used by remote workers must be taken by the Customer to the registered site for repair.
 - (viii) If a fault is such that it requires data and/or applications to be re-installed, this will only be done from a Customer supplied data backup. If no backup is available, the Supported Equipment will be supplied with a standard build operating system.
- (b) Supported Equipment and Server Operating System Restoration
- (i) Operating system restoration will only be performed on Supported Equipment following a hardware or software fault that has corrupted the operating system and is subject to the following:
 - the Customer is responsible for ensuring that the software/media and system configuration is readily available to BT's approved IT subcontractor;
 - this service is limited to standard Microsoft operating systems unless otherwise agreed;
 - (ii) In the event of the conditions contained within paragraph 1.5 (b) (i) resulting in a return visit a charge may apply as notified by BT to the Customer.
- (c) Application Software Restoration
- Application Software restoration on Supported Equipment providing the reloading of supported applications software and configuration data following its loss or corruption, typically through a hardware fault, is subject to:
- (i) the Customer being responsible for ensuring that the software/media and software configuration being made available to BT's approved IT subcontractor; and
 - (ii) the application of a charge by BT where the conditions within paragraph 1.5 result in BT making a return visit. BT will advise the Customer of the charge.
- (d) Software and Configuration Support
- The software and configuration support service comprises:
- (i) the provision of advice and guidance and resolution of software and configuration incidents for Supported Equipment at the Site where BT's remote support is unsuccessful, including software repair/recovery which BT is unable to perform remotely. Faulty Supported Equipment used by remote workers must be taken to the registered site for repair;
 - (ii) when BT's approved IT subcontractor arrives at the Site, the first action will be to view the fault before re-booting the system. When re-booting the system error messages will be recorded and rectified using BT provided software (which the Customer agrees to allow BT to install);

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- (iii) an engineer only resource and does not include parts or replacement equipment;
 - (iv) liaison by BT's approved IT subcontractor with BT's helpdesk where additional telephone support may be required once the approved IT subcontractor is on the Site;
 - (v) Software on-site desk side support service is limited to the operating systems and software applications as described in this Service Schedule;
 - (vi) any revisits requested or due to the Customer will be treated as a new request and charges will be applied accordingly;
 - (vii) The Customer will procure that any licensed software, standard images, gold builds, disks and scripts required are readily available to BT's approved IT subcontractor at the Site;
 - (viii) The Customer will be responsible for any image creation and management required during the provision of Software on-site deskside support services;
 - (ix) The Customer will be responsible for all data back-ups or loss of data except in respect of loss of data resulting from the act, omission or negligence of BT's approved IT subcontractor in which case BT shall accept liability up to a maximum of the costs of restoring the data from the available and appropriate backup media, subject to the limitations set out in paragraph 5.1 and 5.2;
- (e) The following additional On-Site support services may incur additional charges as notified by BT to the Customer:
- (i) preventative maintenance comprising:-
 - the routine inspection and testing of the Supported Equipment (by attendance on Site by BT's approved IT subcontractor) in accordance with BT's approved IT subcontractor's or the manufacturer's recommendations; and
 - the carrying out by BT's approved IT subcontractor of such repairs, replacement of parts, cleaning, lubrication or adjustment to the Supported Equipment as BT's approved IT subcontractor judges necessary as a result of the inspection and testing.
 - (ii) mandatory engineering changes will comprise the implementation of mandatory alterations, adjustments, additions or modifications to the Supported Equipment as BT's approved IT subcontractor or the manufacturer from time to time prescribe;
 - (iii) these additional services (the "Additional Services") will be performed within a reasonable time of being requested to do so during normal Working Hours and do not include the provision of any parts and materials which, if required and approved by the Customer, will be charged in addition to the applicable hourly labour rate and Callout Fee, as notified to the Customer by BT.
- 1.6 Where a planned visit is cancelled by the Customer with less than 24 hours notice to BT then BT reserves the right to charge the Customer a Callout Fee for the visit, as notified to the Customer by BT.
- 1.7 The telephone helpdesk-based support described in paragraph 1.5 above is available 24 hours per Working Day.
- 1.8 Charges for the Service are based upon the provision of a reasonable level of telephone and on-Site support by BT. If BT believes that the Customer is using the Service excessively without good reason, and is failing to comply with the provisions of paragraph 3.1 below, BT reserves the right to raise an additional

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charge against the Customer.

- 1.9 For the avoidance of doubt, items of equipment which are not supported under the Service include but are not limited to non-standard equipment or equipment of a specialist nature such as printing machines, plotters, scanners, cameras and video equipment.
- 1.10 BT will use its reasonable endeavours to maintain the Supported Equipment in an effective operating condition. However where, in BT's or BT's approved IT subcontractor's opinion, any of the Supported Equipment (or part) is no longer capable of economic maintenance due to excessive wear and tear or inability of the relevant manufacturer or its agents to provide technical support or spare parts or for any other reason, then BT may issue a written notice advising the Customer that no further maintenance is feasible on such parts of the Supported Equipment. That part of the Service relating to the applicable Supported Equipment will cease forthwith and the Customer will be credited with the remaining pro-rata value of the relevant charges for the remaining time period to the end of the Minimum Period.
- 1.11 The Service does not include inspecting, testing, diagnosing and remedying a fault within an excepted service or the provision of any software and/or clustering support. For the avoidance of doubt, the services provided within paragraphs 1.13 to 1.15 are excepted services ("Excepted Services") and are Additional Services which will incur additional charges.
- 1.12 The Service does not include the correction of any fault due to any of the following:
- (a) failure by the Customer to maintain a suitable environment for the Supported Equipment in accordance with industry standard specifications (including without limitation failure to maintain a constant power supply, air conditioning or humidity control);
 - (b) neglect, misuse, user error or physical user damage to the Supported Equipment or failure to operate the Supported Equipment in accordance with the instruction manuals, manufacturer's specification or for the purposes for which it was designed;
 - (c) alteration, modification or maintenance of the registered Supported Equipment by any party other than BT or its approved IT subcontractor or modification or alteration of an attachment to the Supported Equipment or removal of the same;
 - (d) transportation or relocation of the Supported Equipment except where it has been performed by or under the direction of BT's approved IT subcontractor;
 - (e) use by the Customer of defective or inappropriate supplies (including but not limited to faults caused by the use of non-manufacturer consumables, components or modules) with the Supported Equipment;
 - (f) any defect or error in any software used upon or in association with the Supported Equipment;
 - (g) any accident or disaster affecting the Supported Equipment (including without limitation fire, flood, water, wind, lightning, transportation, vandalism or burglary);
 - (g) failure, inability or refusal to afford BT or its approved IT subcontractor with proper access to the Supported Equipment;
 - (h) electrical work external to the Supported Equipment, painting or refinishing the Supported Equipment;
 - (i) provision of consumables for use in association with the Supported Equipment;
 - (j) matters arising before the date upon which BT started to provide the Service to the Customer or after termination of the Contract or Supported Equipment that was not in good working order prior to the date that BT started providing the Service to the Customer;
 - (k) where the Service has been provided in circumstances where, in BT's opinion, any reasonably skilled and competent data processing, PC or Server operator would have judged the Customer's request to have been unnecessary;

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- (l) any fault that has arisen due to a computer virus, software related errors, cabling issues, failures from moves, power surges etc;
- (m) abortive visits. A visit will be deemed to be an abort if BT or its approved IT subcontractor is unable to access the Supported Equipment within 30 minutes of arrival at the Site, or if, on arrival, BT or its approved IT subcontractors are informed that they are not required. The costs of the call out of an abortive visit will be deemed to be an additional charge;
- (n) failure to implement recommendations in respect of solutions to faults that BT or its our approved IT subcontractors have previously advised the Customer of;
- (o) network faults caused by equipment or modules not included as part of the Supported Equipment; and
- (p) telephone charges resulting from mis-configuration.

1.13 For the avoidance of doubt, the following outlines some specific items (Excepted Services) that are not defined as being within the Service and will therefore incur additional charges. These include but are not limited to:

Reconditioned toner, consumables
Hammer modules/banks
Optional extras – paper trays etc over and above manufacturers specification
Consumables Items
Doors hinges (all plastics)
Scanner feed rollers where user changeable
Cabling up to network card and external cabling issues
Print heads (all)
Batteries
Print bands
Thermal wax, paper separation pads
Drums
Fusers (all)
EP Cartridges
Toner
Ink cartridges
Ribbons
Manufacturer recommended PM kits
Bulbs/lamps
Power leads
Developer
Purge units

1.14 The Service expressly does not include:

- (a) setup of your Microsoft Office 365 account;
- (b) any branding or logo design; and
- (c) any migration of email accounts.

1.15 In the event that a fault is diagnosed as an Excepted Service the Customer will, if it requires that Excepted Service, provide a written request to proceed and acceptance of charges quoted by BT.

1.16 If on arrival the fault is found to be an Excepted Service BT may levy an additional charge for the visit as notified to the Customer by BT and will advise the customer of the charges applicable for the repair.

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- 1.17 If it has been agreed that the telecommunications provider line has been checked and subsequently on arrival the fault is found to be related to that line, BT may levy additional charges as notified to the Customer by BT.
- 1.18 If the Supported Equipment has to be returned to the manufacturer, travel and shipping costs outside Mainland UK are not within the Service and will be provided at an additional charge unless BT has agreed otherwise.

2. SERVICE LEVELS

Fault Repair

- 2.1 BT will respond to all reported faults as soon as it reasonably can, however all times and dates are estimates and are not guaranteed.
- 2.2 Fault repair is available during BT's Working Hours.

3. RESPONSIBILITIES OF THE CUSTOMER

General

- 3.1 The Service is not intended to be a substitute for the Customer taking appropriate steps to maintain and safeguard its Supported Equipment through regular data back-up, running current virus software and adopting other appropriate security or maintenance procedures.
- 3.2 If as part of the Service, the Customer is required to install any software, the Customer agrees to install and keep installed the diagnostic and technical support software to assist in the support process. If the Customer refuses to install such software BT may, at its option, either provide the Customer with a reduced level of Service or withdraw provision of the Service in its entirety and BT will apply the early termination charges in accordance with paragraph 4.6.
- 3.3 The Customer agrees to:
 - (a) install and keep installed the BT recommended or supplied anti-virus software;
 - (b) install and keep installed BT IT Site Manager remote monitoring and asset management agents software which are required by the Service;
 - (c) action any requests by BT with regards to the upgrading or modifying of Supported Equipment so as to restore supported systems to an optimal state which can support the services provided. If the Customer does not action BT's recommendations BT may, at its discretion, either provide the Customer with a reduced level of Service or withdraw provision of the Service in its entirety and this Contract will end immediately and BT will apply the early termination charges as in paragraph 4.6;
 - (d) have technical details of the Supported Equipment, local area network and connected devices, collected and securely stored for use by BT during fault diagnosis and support incidents;
 - (e) allow BT's technical support agents to create, as necessary, systems administration accounts on the Customer's Supported Equipment and to keep these accounts active and unchanged as required to deliver the Service;
 - (f) give permission for BT's technical support agents to remotely access and monitor the Customer's computer systems and network for the purposes of fault diagnosis and resolution;
 - (g) give permission for BT to restart Supported Equipment as required to install updates and fixes required to deliver the Service;
 - (h) provide BT or its approved IT subcontractor with such access to the Site as BT may require to carry out its obligations;

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- (i) provide BT's approved IT subcontractor with access to the Supported Equipment and supply of all documentation and other information necessary to diagnose any fault in the Supported Equipment and provide such facilities at the Site as it may require to discharge our obligations (including, but not limited to, adequate workspace, use of telephone and facsimile machines, storage, electrical supplies, environmental conditions, cabling and office furniture and equipment);
- (j) carry out all precautions to protect the health and safety of BT's approved IT subcontractor whilst on the Site;
- (k) undertake all necessary back-ups of data and to have available disks or tapes containing back-ups;
- (l) ensure that all amendments to the Registered Supported Equipment are notified to BT;
- (m) only use operating media approved by the manufacturer(s) of the Supported Equipment and follow all such instructions and recommendations relating to the care and operation of this equipment as may be issued by the manufacturer(s) or reasonable instructions or recommendations that may alternatively be advised in writing by BT or its approved IT subcontractor from time to time;
- (n) exercise due care in respect of the Supported Equipment and in particular will keep this equipment in suitable premises and under suitable conditions as recommended by the manufacturer;
- (o) accept full responsibility for the adequacy of anti virus procedures.

3.4 The Customer accepts and agrees:

- (a) that if a replacement consumable part provided by BT to the Customer is found to be faulty it will be replaced free of charge provided that the Customer reports the fault to BT within 30 days of supply of the replacement part. This term is subject to the provisions set out in 1.5 and 1.12 to 1.17 inclusive;
- (b) that BT may use new, second hand and reconditioned replacement parts in carrying out the Service;
- (c) that the defective part of the equipment that BT permanently replaces will become BT's property and the Customer warrants that it will transfer legal and unencumbered title to these parts to BT and that where the particular piece of equipment is leased or charged, the Customer will have obtained all necessary consents and authorities to part with possession and give BT good title in these replaced parts;
- (d) that BT does not warrant or guarantee that the Service or any Additional Services referred to in paragraph 1.5.5 (e) will cause the Supported Equipment to operate without interruption or fault free;
- (e) that all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise (including but not limited to fitness for any particular purpose), in respect of the performance by BT or its approved IT subcontractor of the Service and Additional Services hereunder are hereby excluded;
- (f) that BT does not guarantee that it will be able to fix all faults reported by the Customer, or that BT will be able to advise on all service related issues;
- (g) if a fault is due to a failure in the Customer's equipment which is not covered by the Service it is the Customer's responsibility to arrange for the repair or replacement of it either via the BT IT Support Manager On Site service, if available in the Customer's area, or via other means;
- (h) that BT will not be liable for any failures in the supported applications and operating systems that cannot be resolved using the Service, or for the Customer's failure to correctly follow BT's, or its appointed IT subcontractor's advice and recommendations. BT recommends that the Customer

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regularly and frequently backs-up any stored data as BT cannot accept any liability for loss or corruption of the Customer's data;

- (i) BT has the right to make a charge for any work that BT or its approved IT subcontractor does which is attributable to the Customer's failure to observe (or delay in observing) its obligations;
- (j) it is responsible for ensuring that the Supported Equipment is suitable for the purpose(s) and capable of performing the function(s) and use to which it is intended to put them to; and
- (k) it warrants and undertakes to BT that it is the owner of the Supported Equipment (or where the Supported Equipment is leased or hire purchased, that the owner has consented to the Contract) and that the Customer has full power and authority to enter into the Contract and that the Customer permits and consent to BT and its approved IT subcontractor performing the Service.

3.5 The Customer agrees to indemnify and hold BT harmless against any loss or damage that BT may suffer as a result of the Customer's breach of paragraph 3.

4. CHARGES

General

- 4.1 The Customer must pay the charges for the Service which are set out in the Charges Schedule and any additional charges notified to the Customer by BT.
- 4.2 Payment is due within 28 days of the date of BT's bill.
- 4.3 Unless otherwise agreed by the Customer, payment will be made by direct debit or monthly payment plan.
- 4.4 Clause 4.14 of the Conditions will not apply to this Service.
- 4.5 The late payment charge payable under clause 4.17(a) of the Conditions is set out in the BT Price List at www.bt.com/pricing (Section 15 Part 12)

Early Termination Charges

- 4.6 The termination charge will be calculated on the basis of the unexpired portion of the applicable Minimum Period multiplied by the applicable percentage(s) of the Undiscounted Rate. Therefore, for the applicable Minimum Periods, the termination charge will be:-
 - (a) for a 12 month Minimum Period, 100% of the Undiscounted Rate for each unexpired month, or part thereof, of the Minimum Period that remains;
 - (b) for a 24 month Minimum Period:-
 - (i) 100% of the Undiscounted Rate for each unexpired month, or part thereof, of the first 12 months of the Minimum Period that remains; and
 - (ii) 30% of the Undiscounted Rate for each unexpired month, or part thereof, of the rest of the Minimum Period that remains.
 - (c) for a 36 month Minimum Period:-
 - (i) 100% of the Undiscounted Rate for each unexpired month, or part thereof, of the first 18 months of the Minimum Period that remains; and
 - (ii) 30% of the Undiscounted Rate for each unexpired month, or part thereof, of the rest of the Minimum Period that remains.

5. ADDITIONAL CONDITIONS

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5.1 In order to use the Service, the Customer's computer systems must meet the following minimum hardware requirements:

(a) **Servers – Minimum Hardware Specification**

Pentium 4 or High processor (or equivalent) of speed of 1.2Ghz or greater;
1GB or more of RAM;
At least 10GB available hard drive space.

(b) **Desktop and Laptop PCs - Minimum Hardware Specification**

Pentium 4 or High processor (or equivalent) of speed of 1.2Ghz or greater;
512MB or more of RAM;
At least 10GB available hard drive space.

5.2 **Limitations Of Hardware Repair**

The supported server and desktop hardware for Supported Equipment includes a base unit, monitor (up to 19", including TFT), keyboard, mouse and associated manufacturer provided cables, Windows-based PC, Laptop & Server Hardware

Items exceeding the following retail value are excluded:

£1,000.00 per item for Desktop Equipment
£1,500.00 per item for Laptop Equipment
£3,000.00 per item for Server Equipment

5.3 The full hardware repair service outlined in 1.5 is only available on equipment from the following manufacturers which are less than 3 years old at the time of service subscription;

Desktop and Laptop

HP
Compaq
Dell
Toshiba
Acer
IBM
Lenovo
Fujitsu

Intel Based Servers

HP
Compaq
Dell
Acer
Toshiba
IBM

5.4 Desktop and Laptop equipment from manufacturers other than those listed in paragraph 5.3 or which are over 3 years old at the time of Contract commencement may be supported subject to the following restrictions to the hardware repair service:

(a) hardware repair is limited to an engineer attending on Site and undertaking fault diagnosis. BT will use its reasonable endeavours to carry out repairs following diagnosis but cannot guarantee that all faults can be repaired;

(b) BT will aim to attend on Site to investigate the fault by the next Working Day;

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- (c) where equipment is required to be returned to the manufacturer or authorised manufacturer's agent for repair, the Customer must pay all associated shipping costs;
- (d) the Customer must pay the cost of any manufacturer specific components;
- (e) BT will not provide a temporary replacement whilst the Supported Equipment is being repaired;
- (f) BT accepts no responsibility for damage or loss whilst the Supported Equipment is with the manufacturer or manufacturer's appointed agent for repair.

Limits of Liability

5.5 The limit of liability under clause 7.2 of the Conditions is:

- (a) £1,000,000 for loss of or damage to physical property; and
- (b) £500,000 for all other direct loss or damage arising from any one incident or series of connected incidents and £1,000,000 for all incidents in any period of 12 months.

Resale

5.6 The Service and any associated software is provided solely for the Customer's own use and the Customer will not resell or attempt to resell the Service (or any part or facility of it) to any one else.

6. DEFINITIONS

In this Service Schedule the following term, in addition to those stated in clause 10 of the Conditions, has the meaning shown next to it:

PC	A computer that the Customer registers for the Service, has the software set out in paragraph 3.4 above installed on it and complies with the minimum requirements set out in paragraph 5.1 above.
Server	A server which the Customer registers for the Service, has the software set out in paragraph 3.4 above installed on it and complies with the minimum requirements set out in paragraph 5.1 above.
Site	The site which is registered with BT under this Contract at which the Supported Equipment will be located
Supported Equipment	The PC and Servers registered with BT under this Contract.
Undiscounted Rate	The monthly charge for the Service set out in paragraph 4.1 above, when it is provided for a 12 month Minimum Period.
Working Hours	For the telephone helpdesk set out in paragraph 1.15 - 24 hours a day, 7 days a week. For the On Site support – the hours between 09:00 and 17:00 on Working Days. for the telephone helpdesk