



# Managed Service Schedule to the General Terms

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## A note on 'you'

'You' and 'your' mean the Customer.

## Definitions and order of priority

Words that are capitalised but have not been defined in this Managed Service Schedule have the meanings given to them in the General Terms and the Associated Services Schedules.

In case of any conflict between any of the terms in this Managed Service Schedule and the terms to the Associated Services Schedules, the terms of this Managed Service Schedule will take priority.

## Part A – The Managed Service

### 1 Service Summary

- 1.1 BT will provide you with a range of management services to your Associated Services on a per Site basis ("**Managed Service**").
- 1.2 Your Managed Service will consist of the following mandatory components:
  - 1.2.1 Packaged Deployment Services - you will choose one or more of the project management options as set out in Paragraph 2.13; and
  - 1.2.2 Managed Service Packages - you will choose one of the Managed Service Packages on a per Site basis as set out in Paragraph 2.
- 1.3 In addition to the mandatory components set out in Paragraph 1.2, you will be able to choose one or more of the following options:
  - 1.3.1 Professional Services;
  - 1.3.2 dependent on your Associated Service, Vital Port Monitoring, In-Band or Out-Band; and
  - 1.3.3 SSRs.

### 2 Service Package

- 2.1 You will choose one of the Managed Service Packages for each of your Sites as set out below and in any applicable Order:

Capabilities	Managed Service Package 1		Managed Service Package 2		Managed Service Package 3	Managed Service Cloud Package
	Standard	Chargeable Replacement	Standard	Chargeable Replacement		
<b>Service Desk</b>	Standard Service Desk	Enhanced Service Desk Premium Service Desk	Enhanced Service Desk	Premium Service Desk	Premium Service Desk	Enhanced Service Desk
<b>Service Management</b>	N/A	Desk-based Monthly Review Desk-based Quarterly Review	Desk-based Monthly Review Desk-based Quarterly Review		Desk-based Quarterly Review Desk-based Monthly Review	Desk-Based Quarterly Review Desk-Based Monthly Review
<b>Maintenance Care Levels</b>	Standard Care Level Enhanced Care Level Business Care Level Business Premium Care Level		Standard Care Level Enhanced Care Level Business Care Level Business Premium Care Level		Standard Care Level Enhanced Care Level Business Care Level Business Premium Care Level	Standard Care Level Enhanced Care Level Business Care Level Business Premium Care Level
<b>Proactive Monitoring</b>	Enhanced Proactive Monitoring WAN ADSL SFBB Enhanced Proactive Monitoring WAN Enhanced Proactive Monitoring LAN Enhanced Proactive Monitoring - UCC Archive and Restore		Enhanced Proactive Monitoring WAN ADSL SFBB Enhanced Proactive Monitoring WAN Enhanced Proactive Monitoring LAN Enhanced Proactive Monitoring - UCC Archive and Restore		Enhanced Proactive Monitoring WAN ADSL SFBB Enhanced Proactive Monitoring WAN Enhanced Proactive Monitoring LAN Enhanced Proactive Monitoring - UCC Archive and Restore	N/A Enhanced Proactive Monitoring SD-WAN Enhanced Proactive Monitoring SD-LAN Enhanced Proactive Monitoring – Wi-Fi Access Points Archive and Restore



# Managed Service Schedule

Capabilities	Managed Service Package 1	Managed Service Package 2	Managed Service Package 3	Managed Service Cloud Package
<b>Configuration Management</b>	MS Converged IP Application On-Site Archive & Restore	MS Converged IP Application On-Site Archive & Restore	MS Converged IP Application On-Site Archive & Restore	MS Converged IP Application On-Site Archive & Restore
<b>Software Upgrades</b>	Software Update Service	Software Update Service	Software Update Customer	Software Update Cloud
<b>Performance Reporting</b>	<b>Standard</b>	<b>Chargeable Replacement</b>		
		Service Reporting	Service Reporting	Service Reporting
	Service Reporting	Network Reporting Application Reporting	Network Reporting Application Reporting	Vendor Network and Application Reporting
<b>Change Management</b>	<b>Standard</b>	<b>Chargeable Replacement</b>	<b>Standard</b>	<b>Chargeable Replacement</b>
	SSR Pay as you Go	Pre-paid Bundles	SSR 5	Pre-paid Bundles

SSR10

## 2.2 Service Desk

### 2.2.1 Standard Service Desk

- (a) BT will:
- (i) provide you with a Service Desk;
  - (ii) record all Incidents that you or BT's proactive incident management system report; and
  - (iii) perform initial diagnostics on any reported Incidents ("**Standard Service Desk**").

### 2.2.2 Enhanced Service Desk

BT will provide you with a Service Desk that will direct your query to the relevant specialist who will have knowledge of your Customer Network and who will perform a set of initial diagnostics to help resolve the Incident ("**Enhanced Service Desk**").

### 2.2.3 Premium Service Desk

- (a) BT will provide you with a Service Desk staffed with network engineers who will:
- (i) have knowledge of your Customer Network;
  - (ii) be supported by specialist technical designers; and
  - (iii) perform a set of initial diagnostics to help resolve the Incident ("**Premium Service Desk**").

### 2.2.4 In respect of all Service Desk options set out in this Paragraph 2.2:

- (a) the Service Desk will take full ownership of the Incident and manage it end-to-end and, if necessary, will escalate the Incident for resolution;
- (b) once the Incident has been resolved, the Service Desk will manage any MS Equipment in accordance with the relevant warranties for the MS Equipment as set out in the Associated Services Schedules;
- (c) if an issue with the MS Equipment falls outside the scope of any warranty terms in the Associated Services Schedules, you may incur additional Charges for BT's time spent resolving the issue;
- (d) you will be able to contact the Service Desk by telephone, e-mail or through the Managed Services Portal;
- (e) BT will aim to pick up calls to the Service Desk within 30 seconds;
- (f) the Service Desk will aim to contact you within 30 minutes of a proactive alarm being received from your Associated Services;
- (g) the Service Desk will operate 24x7x365; and
- (h) BT will provide you with a single point of contact for all reported Incidents.

## 2.3 Service Management

### 2.3.1 BT will appoint a desk based service manager who will be available during Business Hours and who will act as the in-life contact for your Managed Service. The desk based service manager will, remotely,:

- (a) conduct service reviews of your Associated Services via audio meetings on either a monthly or quarterly basis, depending on the option in your Order;
- (b) where included as part of your Managed Service Package, produce and manage a service development plan with the aim of improving the delivery of your Associated Services; and
- (c) where you have selected a performance reporting option as part of your Managed Service Package, monitor network performance against any of the Service Levels as set out in the Associated Services Schedules and manage delivery of any Service Reports ("**Service Management**").



### 2.4 Maintenance Care Levels

2.4.1 You will choose one of the following Maintenance Care Levels for your Managed Service Package as set out in your Order:

(a) **Standard Care Level**

BT will provide an Incident repair service operating during Business Hours under which BT will aim to respond to an Incident report within four Business Hours and to resolve an Incident within 18 Business Hours of BT acknowledging receipt of the Incident ("**Standard Care Level**").

(b) **Enhanced Care Level**

BT will aim to respond to an Incident within two Business Hours and to resolve an Incident within 20 Business Hours of BT acknowledging receipt of the Incident ("**Enhanced Care Level**").

(c) **Business Care Level**

BT will provide an Incident repair service operating during hours from 0800 to 2100 from Monday to Saturday, including Bank Holidays and will aim to respond to an Incident within two working hours of receipt and to resolve an Incident within eight hours of BT acknowledging receipt of the Incident. If you ask BT to carry out any work outside these hours you will incur additional Charges ("**Business Care Level**").

(d) **Business Premium Care Level**

(i) BT will aim to respond to an Incident report within two hours of its receipt and to resolve an Incident within five hours of BT acknowledging receipt of the Incident ("**Business Premium Care Level**").

(ii) Business Premium Care is not available at a Site where the Associated Services are delivered via ADSL.

2.4.2 Maintenance Care Levels will cover the following:

(a) Incidents resulting from normal wear and tear of MS Equipment; and

(b) for an additional Charge, Incidents from other causes, including:

(i) MS Equipment misuse including incorrect environmental conditions such as temperature and humidity, mains electrical surges or failures;

(ii) lightning damage to MS Equipment including electromagnetic interference or any other accidental or deliberate damage;

(iii) correction of defects following the removal or connection of MS Equipment other than by BT;

(iv) connection by you of other equipment to the MS Equipment;

(v) denying BT access to the MS Equipment; and

(vi) unauthorised activity or access to your Customer Network where installation of the last archived configuration of your Customer Network has not resolved the Incident.

2.4.3 Maintenance Care Levels do not cover:

(a) IP telephony handsets;

(b) loss of any Software programmes on MS Equipment; and

(c) repair, replacement, provisioning or re-routing of your wiring or cabling to MS Equipment.

2.4.4 In respect of any of the Maintenance Care Levels you have chosen for your Managed Service Package as set out in Paragraph 2.4.1:

(a) you may report Incidents 24x7x365;

(b) if you ask BT to carry out any work outside Business Hours for the Site, you will incur additional Charges;

(c) Maintenance Care Levels may not be available for all Sites, countries or regions;

(d) the same Maintenance Care Level will apply to all Associated Services of the same technology type that BT provides at your Site and you will only be able to select different Maintenance Care Levels where there are different technology types at your Site;

(e) BT may, on giving as much prior Notice as is reasonably possible, terminate BT's obligation to provide the Maintenance Care Levels in respect of certain MS Equipment if at any time BT is unable to obtain support from BT's suppliers to enable BT to provide the Maintenance Care Levels. Any failure by BT to provide the Maintenance Care Levels as a result of this Paragraph 2.4.4(e), will be excluded from any right by you to claim that BT has not met any Service Levels as set out in the Schedules to the Associated Services;

(f) you will co-operate with BT to help log and resolve Incidents including, providing all information reasonably required by BT and undertaking remote diagnostics;



- (g) if the Customer Contact is not available at all reasonable times to help BT resolve the Incident, BT will not be liable to you for failure to meet the applicable target response and repair times for your Maintenance Care Level;
- (h) BT will resolve Incidents in the MS Equipment, in BT's discretion, by repair or replacement either in whole or in part; and
- (i) you may incur additional Charges if you fail to return replaced items to BT within 10 Business Days of BT requesting you to do so.

### 2.5 Enhanced Proactive Monitoring for Associated Services

2.5.1 BT will, depending on your Associated Service:

- (a) provide a single management link between your Host Site and BT's management centre;
- (b) poll MS Equipment connected to a Stack;
- (c) monitor the status of MS Equipment to check that it is functioning correctly and in respect of Associated Services managed through the Managed Service Cloud Package, through the Cloud Hosted Control Infrastructure Controller;
- (d) carry out remote diagnosis if an Incident affecting the Associated Service is found and in such case:
  - (i) log the Incident;
  - (ii) attempt to resolve the Incident;
  - (iii) contact you within one hour of detecting an Incident;
  - (iv) inform you what action has been taken or is required to resolve the Incident;
  - (v) devise and implement management of IP addresses; and
  - (vi) send an engineer to a Site, if required, in accordance with your chosen Maintenance Care Level.

collectively called "**Enhanced Proactive Monitoring**".

### 2.6 Vital Port Monitoring

- 2.6.1 BT will, at four minute intervals, monitor the status and performance of the vital ports for your Associated Services ("**Vital Port Monitoring**").
- 2.6.2 You will specify the vital ports for BT to monitor and BT will verify that it is technically feasible to monitor these ports.
- 2.6.3 You will ensure all vital ports are available for BT to monitor 24/7/365.
- 2.6.4 BT will contact you within one hour of detecting an Incident and inform you what action has been taken or is required to resolve the Incident.

2.7 Depending on your Associated Service, BT will provide you with one or both of the following:

#### 2.7.1 In-Band Management

- (a) BT will provide you with a service that monitors your Customer Network and any MS Equipment provided through your Associated Services on a 24/7/365 basis ("**In-band Management**").
- (b) In-band Management consists of two virtual access circuits which work as a dedicated management link from BT's Network to your Host Site.
- (c) If In-band Management detects an Incident, BT will carry out remote diagnostics and attempt to resolve the Incident.

#### 2.7.2 Out-Band Management

- (a) BT will provide you with remote Incident management and will carry out remote diagnostics of MS Equipment on a 24/7/365 basis ("**Out-Band Management**").
- (b) Where BT detects, or you report an Incident, BT will:
  - (i) carry out initial remote diagnostics (rebooting, power retests) on the MS Equipment;
  - (ii) log the Incident where the MS Equipment is still not working following initial testing; and
  - (iii) attempt to resolve the Incident.
- (c) Out-Band Management can only be provided when a PSTN line is procured, either through BT or another supplier. When it is procured by another supplier Paragraph 3.4 will apply.

### 2.8 Configuration Management

#### 2.8.1 Archive and Restore

- (a) BT will archive your Configuration Files and carry out configuration restoration in the event of a failure on your Associated Services ("**Archive and Restore**").
- (b) You may request the restoration of Configuration Files for any other reason provided that the total number of restorations carried out in each year, starting on the Service Start Date or any anniversary thereof, does not exceed three restorations per devices per year.



- (c) BT will record archive files on a weekly basis and the last three configurations for each device will be stored.
- (d) BT will record archive files for WAN and LAN each time a configuration change is made through SSRs.

### 2.8.2 MS Converged IP Application On-Site Archive & Restore'

BT will:

- (a) archive Configuration Files and carry out configuration restoration in the event of a network failure;
- (b) archive files to a Network Attached Storage ("**NAS**") device located within your Site. The NAS may be provided by BT (for a Charge) or by you to BT's specification; and
- (c) prepare archive files on a daily basis and the last three configurations for each device will be stored ("**MS Converged IP Application On-Site Archive & Restore**").

## 2.9 Software Upgrades

### 2.9.1 Software Update Service

Except during the first six months from the Service Start Date, BT will remotely undertake a bi-annual review of Software running on any MS Equipment across mutually agreed Sites and if BT in its discretion considers appropriate, will update the Software operating on the MS Equipment ("**Software Update Service**").

### 2.9.2 Software Update Customer

Except during the first six months from the Service Start Date, BT will perform the activities included with Software Update Service and in addition BT will remotely undertake one additional update per annum when requested to do so by you ("**Software Update Customer**").

### 2.9.3 Software Update Cloud

BT will remotely undertake a review of Software running on any MS Equipment across mutually agreed Sites and if BT in its discretion considers appropriate, will update the Software operating on the MS Equipment ("**Software Update Cloud**").

### 2.9.4 General terms for all Software Upgrades

- (a) Remotely updating Software does carry some risk of the MS Equipment not returning to a working state and subsequently requiring a reboot or engineer maintenance visit to your Site;
- (b) Where a Site visit is required as set out in Paragraph (a) the visit will be undertaken in accordance with the Maintenance Care Level you have selected on your Order;
- (c) You will provide an onsite contact for the duration of the upgrade who will be responsible for attempting to restart any MS Equipment that needs rebooting and will liaise with the Service Desk;
- (d) If BT is unable to remotely install the required Software in accordance with Paragraph 2.9.1, 2.9.2 and 2.9.3, BT will attend your Site to do so which will incur Charges at a daily rate and any associated reasonably incurred expenses.
- (e) In respect of all Software updates:
  - (i) BT will only install the Software on compatible MS Equipment during Business Hours, unless agreed otherwise between us, at a time agreed between us and you will incur Charges if you require Software to be installed outside of Business Hours;
  - (ii) BT will notify you if the MS Equipment is not compatible and any replacement of incompatible MS Equipment will be at your own cost; and
  - (iii) BT will notify you as soon as reasonably practicable of the duration and impact of any MS Equipment downtime as a result of BT installing the Software updates.
- (f) If you require additional Software updates in excess of that set out in this Paragraph 2.9, you may request upgrades at any time via the Managed Service Portal for an additional Charge.

## 2.10 Performance Reporting

### 2.10.1 Service Reporting

BT will deliver to you, on a monthly basis, a Service Report showing the number of Incidents reported and resolved in relation to your Associated Services ("**Service Reporting**").

### 2.10.2 Network Reporting

- (a) BT will provide you with a range of performance reports which will show the performance of the MS Equipment, systems and applications used through your Associated Services at a current point in time and, if your Customer Network allows, during the previous 12 months ("**Network Reporting**").
- (b) Network Reporting will provide you with key statistics on areas such as CPU utilisation, memory utilisation, device availability and throughput.

- (c) BT will provide you with your performance reports at the frequencies and in a format as agreed between us and the performance reports will be accessible via the Managed Services Portal.
- (d) BT will use its reasonable endeavours to ensure the accuracy and timeliness of the performance reports but does not guarantee the accuracy or completeness of any performance reports.

### 2.10.3 IPSLA Reporting

BT will:

- (a) make available the IPSLA Report Module to show metrics related to latency, jitter and delay figures for the paths chosen.
- (b) provide information in graphical and tabular format where appropriate and if available historical information covering the previous twelve months is included where relevant. Specific detail regarding content of the reports as well as frequency and format together with available options and facilities are as specified by BT. You may access all available reports via the network performance reporting application on the Managed Services Portal.
- (c) use its reasonable endeavours to ensure the accuracy and timeliness of the performance reports and the availability of any information, which is to be provided online but makes no guarantee of the accuracy of their contents.

### 2.10.4 Application Reporting:

BT will:

- (a) provide a range of application performance reports based upon the options selected.
- (b) provide information in graphical and tabular format where appropriate and if available historical information covering the previous twelve months is included where relevant.
- (c) Specify Specific detail regarding the content of the reports, as well as frequency and format together with available options and facilities are as specified by BT. You may access all available reports via the application performance reporting application on the BT Managed Services Portal.
- (d) provide you with a range of reports, prepared by using near real time data that the BT reporting system automatically uses to evaluate the performance of your network devices, systems and applications through analysing key statistics, which provide information on areas such as CPU utilisation, memory utilisation, device availability and throughput, busiest device, busiest applications & busiest interfaces
- (e) use its reasonable endeavours to ensure the accuracy and timeliness of the performance reports and the availability of any information, which is to be provided online but makes no guarantee of the accuracy of their contents.
- (f) specify the content of the reports, as well as frequency and format, together with available options and facilities. You may access all available reports via the application performance reporting application on the BT Managed Services Portal

### 2.10.5 Vendor Network and Application Reporting

BT will:

- (a) provide you with access to the Managed Services Portal where you can access performance reports on your Associated Services; and
- (b) use its reasonable endeavours to ensure the accuracy and timeliness of the performance reports but does not guarantee the accuracy or completeness of any performance reports ("**Vendor Network and Application Reporting**").

## 2.11 Change Management – Simple Service Requests

- 2.11.1 BT will provide you with a simple service request service ("**SSR**") that enables you to request changes to your Managed Service and Associated Services.
- 2.11.2 BT will only proceed with a SSR once you have provided BT with all information that BT reasonably requires to complete the SSR.
- 2.11.3 BT will provide you with access to the Managed Services Portal that will allow you to request, manage and monitor the progress of your SSRs.
- 2.11.4 BT will assign each SSR a value in unit credits. The more complex or time consuming an SSR is to implement, then the more unit credits will be associated with the SSR.
- 2.11.5 You may only have 40 live separate SSRs requests open at any one time across all your Associated Services.
- 2.11.6 BT will apply Standard Delivery Lead Times to a maximum of four SSRs and agree specific delivery lead-times with you for five or more SSRs.



- 2.11.7 You may buy additional credits for SSRs at any time for an additional Charge.
- 2.11.8 If you choose the Managed Service 1 Package, BT will provide you with SSR Pay as You Go through which:
- (a) you will be able to buy a pre-paid bundle of SSRs and use this bundle to pay for any SSRs you submit through the Managed Services Portal ("**SSR Pay as You Go**");
  - (b) you may top up or buy additional SSRs when you have consumed your pre-paid bundle of SSRs;
  - (c) BT will not refund any Charges for unused SSR credit units; and
  - (d) if you have a negative balance of credit units outstanding for two consecutive weeks, BT will charge you for these credit units on your next invoice.
- 2.11.9 If you choose the Managed Service 2 Package, BT will allocate you five SSRs per annum for each piece of MS Equipment at a Site ("**SSR 5**").
- 2.11.10 If you choose the Managed Service 3 Package or Managed Service Cloud Package, BT will allocate you 10 SSRs per annum for each of MS Equipment at a Site ("**SSR 10**").
- 2.12 In respect of any changes to your Associated Services:
- 2.12.1 BT will implement the SSRs by means of a fixed management link between your Host Site and BT's management centre;
- 2.12.2 you will pay BT Charges for the work involved in reviewing existing configurations and any subsequent work; and
- 2.12.3 you will provide BT an up-to-date inventory of MS Equipment to be covered by any requested SSRs and BT can do so on your behalf in respect of certain Associated Services for an additional Charge.
- 2.13 **Packaged Deployment Services**
- 2.13.1 **PDS Project Management**
- BT will provide you with an implementation service covering project management, coordination, detailed solution design, installation, configuration, commissioning, acceptance testing and rollout of the Associated Services at your Site ("**PDS Project Management**"). You will choose one of the following options:
- 2.13.2 **PDS Project Coordination**
- (a) BT will appoint a project coordinator who will co-ordinate the implementation of the Associated Service and act as a single point of contact for you in all matters relating to the project ("**Project Coordinator**").
  - (b) The Project Coordinator will be office based and will not conduct face to face meetings with you.
- 2.13.3 **PDS Hybrid Project Management**
- (a) BT will appoint a BT project manager who will act as a single point of contact in respect of the management, detailed solution design, installation, configuration, commissioning, acceptance testing and roll-out of the Associated Service ("**BT Project Manager**").
  - (b) The BT Project Manager will be available to meet with you up to three times which will take the form of:
    - (i) an initial meeting to agree the implementation plan for your Associated Service;
    - (ii) a meeting at an agreed midpoint in the delivery of your Associated Service; and
    - (iii) a project review meeting towards the conclusion of the delivery of your Associated Services.
  - (c) You will be charged for the PDS Hybrid Project Management service on a full day rate basis only and not on a partial or across day basis.
  - (d) For an additional Charge and on reasonable notice, you may order up to two additional PDS Hybrid Project Management face to face day visits.
  - (e) You will be charged for all reasonable travel and accommodation expenses if you require the BT Project Manager to travel outside the UK.
- 2.13.4 **PDS Face to Face Project Management**
- (a) BT will appoint a BT Project Manager to manage the implementation of your Associated Service and will act as a single point of contact for you in all matters relating to the installation of your Associated Service.
  - (b) The BT Project Manager will be available to meet you face to face on a reasonable number of occasions as agreed between the both of us to agree the implementation plan and conduct project review meetings as appropriate.
  - (c) You will be charged for all reasonable travel and accommodation expenses if you require the BT Project Manager to travel outside the UK.





### 2.13.5 On Site WLAN Survey

BT will carry out a survey and physical inspection of your UK Site to determine the suitability of your UK Site for your wireless LAN service to be provided as part of your Associated Services.

### 2.13.6 Remote WLAN Survey

- (a) BT will, using information you have provided to BT, carry out a remote desk based survey on your Site to determine the suitability of your Site for the wireless LAN service to be provided as part of your Associated Services.
- (b) The wireless LAN service may be affected by future changes to your Site which take place after the Site survey.
- (c) The wireless LAN service may be affected by RF Transmissions which are not present at the time of the Site survey but may be before or after the Site Survey, or by RF Transmissions which are present at the time of the Site survey but may not be before or after the Site Survey.

### 2.13.7 Network Assessment Physical Detail Collection Package and Network Assessment Physical Detail Collection Day Rate

- (a) BT will, for UK Sites only:
  - (i) undertake an assessment of your Customer Network during Business Hours and you will grant BT reasonable access to all areas as required by BT;
  - (ii) provide you with dates that BT can carry out the audit within three days of receipt of an Order and audit dates will typically be between five and 10 Business Days from receipt of an Order;
  - (iii) issue your audit reports within 48-hours of audit completion;
  - (iv) quote prices based on the geographical location of your Site which will vary depending on the remoteness or complexity of your Site; and
  - (v) apply additional abortive visit Charges if you fail to grant BT access to a Site once we have both agreed a date to visit a Site.

### 2.13.8 Infrastructure Cabling

- (a) For UK Sites, BT will provide you with internal cabling for connection from your Customer Network to the BT Network as a one-time installation and any installation will be maintained by BT as part of your Managed Service; and
- (b) You will provide details of the cabling required and BT will confirm the Charges payable for the cabling.

### 2.13.9 PDS Installation Services

- (a) BT will provide you with a managed installation service for your Associated Services consisting of the delivery, unpacking and installation of any MS Equipment to your Site ("**PDS Installation Services**").
- (b) BT will require access to your Site during Business Hours but may, on reasonable notice, require you to provide access at other times.
- (c) Any MS Equipment will be supplied with the manufacturer's standard software configuration.
- (d) You are responsible for providing all relevant patch leads for connection to the Associated Service and BT will not be responsible for the condition or compatibility of such leads.
- (e) BT will prepare a configuration based on the contracted design and configuration information that you provide BT with. You will pay additional Charges for any subsequent request for additional work outside the scope of the original configuration.
- (f) On BT's request, you will provide BT with all configuration information, so that BT can provide an operational configuration. You will submit the specified configuration information to BT in the form of a completed Customer requirement document.
- (g) BT is not responsible for any work or testing on any form of network, other than to demonstrate that the configuration is working correctly.

## 2.14 Professional Services

2.14.1 BT will provide you with a professional services consultant on an ad hoc basis who will help address any non-standard requirements for your Associated Services ("**Professional Services**").

2.14.2 You will not be entitled to any refund for any unused upfront Charges you have paid for any Professional Services.

2.14.3 BT will:

- (a) carry out the work on Business Days and you will incur additional Charges for any work carried out by BT outside of Business Hours;
- (b) appoint a single point of contact for all enquiries relating to the Professional Services; and



- (c) correct any errors or omissions in the Professional Services that are notified to BT within three months of completion of the Professional Services.

### 3 Service Management Boundary

- 3.1 BT will provide and manage the Managed Service in accordance with this Schedule and in accordance with the applicable Associated Services Schedules as set out in any applicable Order ("**Service Management Boundary**").
- 3.2 BT will have no responsibility for the Managed Service outside the Service Management Boundary.
- 3.3 BT does not make any representations, whether express or implied, about whether the Managed Service will operate in combination with any Customer Equipment or other equipment and software.
- 3.4 Where BT is required to link to or utilise a non-BT provided network to enable BT to provide the Managed Services to you, and there is a subsequent failure to the third party network which causes disruption to the Managed Services, BT will have no liability to you relating to provision and performance of the Managed Services and BT's inability to provide the Managed Services, or its effect on other Associated Services. Any subsequent maintenance activity required on the Managed Services will be subject to agreement and BT may raise additional Charges for such work. Any Service Levels will not apply.

### 4 Specific Terms

#### 4.1 Changes to the Contract

- 4.1.1 BT may amend the Contract (including the Charges) at any time by either:
  - (a) publishing the amendment online at [www.bt.com/pricing](http://www.bt.com/pricing) or [www.bt.com/terms](http://www.bt.com/terms) (or any other online address that BT advises you of); or
  - (b) by giving Notice to you ("**Notice to Amend**").
- 4.1.2 Subject to Paragraph 4.1.4, in the event that the amendments cause you material detriment, BT will give you Notice at least 30 days before the change is to take effect and, in the case of any other amendments, at least one day before the change is to take effect.
- 4.1.3 If BT makes any amendment to the Contract that causes you material detriment, you will not have to pay any Termination Charges if you give Notice to terminate the Managed Service in accordance with Clause 17 of the General Terms within:
  - (a) 90 days after the date of notification if BT has only published the amendment online in accordance with Paragraph 4.1.1(a); or
  - (b) 30 days after the date of the Notice if BT has given you Notice in accordance with Paragraph 4.1.1(b).
- 4.1.4 Changes that BT is required to make to this Contract to ensure the Managed Service complies with Applicable Law will not be classed as materially detrimental changes.

#### 4.2 Minimum Period of Service and Renewal Periods

- 4.2.1 BT will provide you with the Managed Service, including any Associated Services managed through the Managed Service, for a combined single Minimum Period of Service on a per Site basis.
- 4.2.2 At the end of the Minimum Period of Service or subsequent Renewal Period, unless one of us has given Notice to the other of an intention to terminate the Managed Service at least 90 days before the end of the Minimum Period of Service or any Renewal Period ("**Notice of Non-Renewal**"), BT will continue to provide the Managed Service, including all the Associated Services, for a Renewal Period and both of us will continue to perform each of our obligations in accordance with the Contract.
- 4.2.3 If either of us gives a Notice of Non-Renewal in accordance with Paragraph 4.2.2, BT will cease delivering the Managed Service, including all Associated Services, at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.

#### 4.3 Termination

- 4.3.1 For the purposes of Clause 17 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate the Managed Service by giving 90 days' Notice to the other.
- 4.3.2 Depending on your Associated Services and subject to BT confirming you are able to, you may terminate your Managed Service but retain your Associated Services.
- 4.3.3 If you wish to keep your Associated Services and BT confirms to you that you are able to then:
  - (a) you will be liable to pay Termination Charges for your terminated Managed Service;
  - (b) BT will continue to provide you with the Associated Services under the terms of the relevant Associated Services Schedules and this Managed Service Schedule will cease to apply to your remaining Associated Services;



- (c) any remaining months of your Minimum Period of Service will continue to apply to each Site that has an Associated Service; and
- (d) BT may vary the Charges for your remaining Associated Services.

#### 4.4 Purchased Equipment

Unless otherwise specified in the Associated Services Schedule, if you purchase any Purchased Equipment from BT as part of your Managed Service, the terms of the Purchased Equipment Schedule will apply to the purchase of any such Purchased Equipment in addition to the terms of this Managed Service Schedule.

#### 4.5 Invoicing

4.5.1 BT will invoice you for the following Charges for both the Managed Service and any Associated Services in the amounts set out in any applicable Order:

- (a) Installation Charges, on the Service Start Date, or where the installation period is estimated to be longer than one month, monthly in arrears starting from when you place an Order until the Service Start Date;
- (b) Recurring Charges, except Usage Charges, monthly or quarterly in arrears (depending on your billing frequency) and for any period where the Managed Service or Associated Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
- (c) Usage Charges calculated at the then current rate;
- (d) Charges for Professional Services on completion of the Professional Services;
- (e) any Termination Charges incurred in accordance with Paragraph 4.7 upon termination of the relevant Managed Service or Associated Service; and
- (f) any other Charges as set out in the Schedules for the Associated Services.

4.5.2 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 Managed Service and Associated Services in accordance with Paragraph 5.2 outside of Business Hours;
- (c) Charges for restoring the Managed Service and Associated Services if the Service has been suspended in accordance with the General Terms;
- (d) Charges for producing, reissuing or sending copies of any documents that BT has already provided to you;
- (e) Charges for additional work carried out by BT where you fail to keep an agreed appointment with BT at a Site (also referred to as an abortive visit charge/no access charge);
- (f) Charges which arise as a result of a Site survey, including excess construction charges;
- (g) Charges for work carried out by BT at your request outside of Business Hours;
- (h) Charges for additional work carried out by BT where you delay delivery or installation of the Managed Service or Associated Service. BT may invoice you immediately for work carried out that would have been due had the delay not occurred;
- (i) Charges which arise where BT recommends a change to MS Equipment for technical reasons identified during provision of the Associated Service;
- (j) Charges for additional work carried out by BT directly attributable to your failure to perform or delay where such work is necessary to provide the Managed Service or Associated Services; and
- (k) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

#### 4.6 Cancellation Charges

4.6.1 If you exercise your right to cancel your Order for the Managed Service and any Associated Services before the Service Start Date in accordance with Clause 16 of the General Terms, you will pay BT in respect of work performed, money spent and commitments entered to provide your Managed Service and any Associated Services, up to and including the time of such cancellation and for any expenses incurred in removal of any MS Equipment from a Site and any abortive visit charges.

4.6.2 In addition to the charges set out in Paragraph 4.6.1 if you cancel part of the Managed Service or Associated Service before the Service Start Date your Charges may be adjusted to account for the changes in volumes.

#### 4.7 Termination Charges

4.7.1 If you terminate the Contract for convenience in accordance with Clause 17 of the General Terms you will pay BT:

- (a) all outstanding Charges or payments due and payable under the Contract;
- (b) De-installation Charges;
- (c) any remaining Charges outstanding with regards to MS Equipment;



- (d) any additional Charges that BT has to pay a supplier as a result of early termination; and
  - (e) any other Charges as set out in any applicable Order.
- 4.7.2 Subject to Paragraph 4.7.3 and 4.7.4 and in addition to the Charges set out at Paragraph 4.7.1 above, if you terminate the Managed Service (which for the avoidance of doubt will also include the Associated Services) during the Minimum Period of Service or any Renewal Period, you will pay BT Termination Charges, as compensation, equal to:
- (a) for any parts of the Managed Service and Associated Services that were terminated during the first 12 months of the Minimum Period of Service or any Renewal Period, Termination Charges, as compensation, equal to:
    - (i) 100 per cent of the Recurring Charges for the part(s) of the Managed Service and Associated Services terminated for any remaining months of the first 12 months of the Minimum Period of Service or Renewal Period;
    - (ii) for the remaining months of the Minimum Period of Service or Renewal Period, other than the first 12 months of the Minimum Period of Service or Renewal Period:
      - i. in respect of the terminated Managed Service, 35 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or Renewal Period; and
      - ii. in respect of the terminated Associated Services, 20 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or Renewal Period;
    - (iii) any waived Installation Charges for the part(s) of the Service(s) that will be terminated;
  - (b) for any parts of the Managed Service and Associated Services that were terminated after the first 12 months of the Minimum Period of Service or Renewal Period, Termination Charges, as compensation, equal to:
    - (i) 35 per cent of the Recurring Charges for the parts of the Managed Service terminated for any remaining months of the Minimum Period of Service or Renewal Period; and
    - (ii) 20 per cent of the Recurring Charges for the Associated Services terminated for any remaining months of the Minimum Period of Service or Renewal Period;
- 4.7.3 If you have SHDS Connect Service as an Associated Service that is being managed as part of your Managed Service, Paragraph 4.7.2 does not apply and in addition to the Charges set out in Paragraph 4.7.1, if you exercise your rights under clause 17 of the General Terms to terminate your SHDS Connect Service and Managed Service for convenience, you will pay BT by way of compensation an amount equal to the percentage of Recurring Charges as set out in the table below based on the year in which you terminated the SHDS Connect Service and Managed Service:

<b>Termination Charge (% of Annual Recurring Charge)</b>	
<b>Termination occurring in Year 1</b>	200%
<b>Termination occurring in Year 2</b>	180%
<b>Termination occurring in Year 3</b>	160%
<b>Termination occurring in Year 4</b>	140%
<b>Termination occurring in Year 5</b>	120%

- 4.7.4 Termination Charges for Managed Meraki SD-WAN and Managed Cisco SD-WAN will be set out in the Annexes for those Services.
- 4.7.5 If you exercise your right under Clause 17 of the General Terms to terminate one Site as opposed to all of your Sites for convenience during the Minimum Period of Service or any Renewal Period, BT may review the Charges for the Managed Service and Associated Services delivered to the remaining Sites.
- 4.7.6 You will not pay BT Termination Charges where you terminate your Managed Service (and therefore the Associated Services) and migrate to another level of Managed Service or Associated Service provided by BT under this Contract provided that:
- (a) the planned Service Start Date is within 90 days of the effective date of termination;
  - (b) the total annual Recurring Charges are equal to or greater than the annual Recurring Charges of the terminated services;
  - (c) the Managed Service and Associated Services to be terminated has been operational for at least 12 months (or has been operational for at least three months if the Service to be terminated is ADSL Connect);
  - (d) the Minimum Period of Service for the new Managed Service and Associated Services is either three or five years;
  - (e) the Managed Service and Associated Service to be terminated and the new Managed Service and Associated Service are at the same Site; and



- (f) you pay BT De-installation Charges for the Managed Services and Associated Services which are to be terminated.

### 4.8 Resale

BT will provide the Managed Service for your own use, including use by Users, and you will not resell the Managed Service to any third party.

### 4.9 Service Exclusions

4.9.1 The Managed Service is subject to:

- (a) operational, technical or approval limitations with any third party;
- (b) survey availability; and
- (c) location.

4.9.2 BT does not guarantee it can provide you with the Managed Service to all Associated Services at all Sites and is not liable to you for any failure to do so.

### 4.10 Security

4.10.1 BT will configure Managed Service elements in accordance with BT's implementation of technical and organisational security measures appropriate to the risk represented by the use and the nature of your data unless BT has agreed alternative policies or instructions with you.

4.10.2 Whenever BT becomes aware that security has been compromised, BT may take any appropriate action in order to limit any further occurrences of fraud, misuse, unwanted or unauthorised activity or access to the BT Network.

4.10.3 BT accepts no liability for any such incidents or for any information held on the BT Network, whether:

- (a) generated within the BT Network or transmitted onto it from the Internet or otherwise; or
- (b) for any loss or damage suffered by you including toll fraud, corruption or destruction of any data held on the BT Network, which occurs as a result of any breach of security, irrespective of the cause.

4.10.4 You will therefore take responsibility for:

- (a) the content and application of security policies designed to prevent unwanted or unauthorised activity or access to the BT Network; and
- (b) the implementation of suitable data archiving or other housekeeping activities which could minimise the effect of any breach of security.

### 4.11 TUPE

4.11.1 You warrant that, as a result of BT providing the Managed Service, there is no person whose contract of employment will have the effect as if it was originally made between that person and BT in accordance with the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("**TUPE**") or otherwise.

4.11.2 You will indemnify BT and keep BT indemnified from and against any TUPE liabilities that BT suffers or incurs arising from the transfer to BT of the contract of employment of any person in breach of the warranty given at Paragraph 4.11.1 including, without limitation, any TUPE liabilities suffered or incurred in connection with:

- (a) any employment costs of any such person; or
- (b) the employment or termination of employment of any such person prior to, on or after the Service Start Date.

4.11.3 The full or partial transfer of the Managed Service from BT to you or any Successor Supplier may be a Relevant Transfer, as defined in TUPE.

4.11.4 Where a Relevant Transfer occurs, except where any outgoing employees have objected in accordance with regulation 4(7) of TUPE, the employment contracts of the outgoing employees will be effective on and from the Service Transfer Date as if they were originally made between the outgoing employees and you (or where appropriate the Successor Supplier) except to the extent provided by TUPE.

4.11.5 Where Paragraph 4.11.4 applies:

- (a) BT will provide employee liability information for the outgoing employees in accordance with regulation 11 of TUPE;
- (b) BT will discharge the employee costs for the outgoing employees up to the Service Transfer Date;
- (c) you will, or will ensure that any Successor Supplier will, discharge the employee costs for the outgoing employees on and from the Service Transfer Date and make all necessary apportionments;



- (d) we will each indemnify the other party (or where appropriate, the successor supplier) against all TUPE Liabilities arising from either of our failures to comply with the obligations set out in this Paragraph 4.11.5;
  - (e) BT will indemnify you (or where appropriate any successor supplier) from and against all TUPE Liabilities arising in connection with, or as a result of any act or omission of BT relating, to any outgoing employees' employment prior to the Service Transfer Date; and
  - (f) you will indemnify BT from and against all TUPE Liabilities arising in connection with, or as a result of any act or omission of you (or where appropriate any Successor Supplier) relating to, any outgoing employees' employment on or after the Service Transfer Date.
- 4.11.6 Any Successor Supplier will have the right to enforce the obligations owed to you, and the indemnities given to you by BT under Paragraph 4.11.5, in accordance with section 1(1) of the Contracts (Rights of Third Parties) Act 1999.



## Part B – Service Delivery and Management

### 5 BT's Obligations

#### 5.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Managed Service, BT will:

- 5.1.1 provide you with contact details for the Service Desk;
- 5.1.2 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that you have notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract;
- 5.1.3 In relation to PDS Installation Services, BT will:
  - (a) prepare your specific technical design specification for the required Associated Service. BT may invoice you for additional Charges for any subsequent request by you for additional work outside the scope of the original technical design specification;
  - (b) agree a roll out plan with you detailing delivery of your Associated Service at your Site;
  - (c) where applicable, co-ordinate the provision and delivery of any MS Equipment to your Site;
  - (d) unless otherwise agreed, configure the software for your MS Equipment to install a standard security policy and a standard configuration under which SMTP/MIME, FTP and HTTP protocols are enabled where you have installed Firewalls;
  - (e) with the exception of UCC as set out in Paragraph 6.3 below, provide any necessary patching and interconnect cabling where the MS Equipment is to be connected to a LAN; and
  - (f) provide you with access to the Managed Services Portal.

#### 5.2 Commissioning of the Associated Services

Before the Service Start Date, BT will:

- 5.2.1 configure the Associated Services;
- 5.2.2 conduct a series of standard tests on the Associated Services to ensure that they are configured correctly; and
- 5.2.3 confirm to you the expected Service Start Date.

#### 5.3 During Operation

On and from the Service Start Date, BT:

- 5.3.1 may carry out Maintenance from time to time and will endeavour to inform you at least five Business Days before any Maintenance to the Managed Service or Associated Services, however you agree BT may inform you with less notice than normal where emergency Maintenance is required or where BT has not been provided by sufficient notice by a supplier;

#### 5.4 The End of the Service

5.4.1 On termination of the Managed Service by either one of us, or notification of expiry, BT:

- (a) will remove the existing configuration from any MS Equipment and reset the user name and password to allow customer access;
- (b) may disconnect and remove any BT Equipment located at the Site(s); and
- (c) may delete any Content.

### 6 Your Obligations

#### 6.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Managed Service, you will:

- 6.1.1 specify in the Order, the name(s) and contact details of the individual(s) authorised to act on your behalf for Managed Service implementation, technical and billing matters ("**Customer Contact**"). BT may accept instructions from a person who BT reasonably believes is acting with your authority;
- 6.1.2 establish and maintain your own internal support processes and helpdesk for Users and be responsible for communication with Users;
- 6.1.3 provide BT with any information reasonably required without undue delay. If you provide incomplete or incorrect information or if the information provided by you changes, BT may review the Charges for the Managed Service and your Associated Service;
- 6.1.4 provide BT with access to any of your Sites during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Managed Service and Associated Services, including providing BT with details of all information and access requirements needed to access your Site within a reasonable



time prior to BT attending your Site and ensuring that an appropriate Customer Contact is available to escort the BT representatives at the Site as required;

- 6.1.5 be liable for Charges if you are in breach of Paragraph 6.1.4;
- 6.1.6 allow BT to set up any specialist equipment at your Site(s) which is required for performance of BT's obligations under this Contract;
- 6.1.7 complete any preparation activities that BT may request to enable you to receive the Managed Services and Associated Services promptly and in accordance with any reasonable timescales;
- 6.1.8 in jurisdictions where an employer is legally required to make such disclosure to its Users and employees:
  - (a) inform your employees and Users that as part of the Managed Service and Associated Services being delivered by BT, BT may monitor and report to you the use of any targeted applications by your employees or Users; and
  - (b) ensure that your employees and Users have consented or will be deemed to have consented to such monitoring and reporting (if such consent is legally required);
  - (c) agree that BT will not be liable for any failure by you to comply with this Paragraph 6.1.8, 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 6.1.8;
- 6.1.9 ensure that the LAN protocols and applications you use will be compatible with the Managed Services and Associated Services;
- 6.1.10 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
- 6.1.11 where the Managed Service requires BT to manage or exercise rights in connection with third party licence, ensure that all necessary use and access rights under those licences are provided to BT at least 10 Business Days prior to commencement of commissioning of equipment;
- 6.1.12 ensure that all such necessary use and access rights required as set out in Paragraph 6.1.11 are maintained for BT at all times throughout the provision of the Managed Service;
- 6.1.13 for any Customer Equipment used in the Managed Service or any Associated Services, be responsible for ensuring compliance with Applicable Law, including obtaining (if required) local import and User licenses and the written authority from all respective authorities, particularly for countries where the use and import of encryption Software and devices may be restricted by Applicable Law, or the export and re-export of the encryption Software or devices may be subject to the United States of America export control law and not act to misuse the Managed Service or Associated Services as provided by BT to contravene or circumvent these laws. BT may treat any contravention of these laws as a material breach and:
  - (a) suspend the Managed Service or Associated Services and BT may refuse to restore these Services until BT receives an acceptable assurance from you that there will be no further contravention; or
  - (b) terminate the Managed Service or Associated Services upon Notice in accordance with Clause 18 of the General Terms; and
- 6.1.14 provide BT with any information that is reasonably requested by any regulatory body, legal authority or government entity in any country in connection with regulatory, administrative, legal or lawful interception requests.

## 6.2 During Operation

On and from the Service Start Date, you will:

- 6.2.1 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;
- 6.2.2 ensure the compatibility of any applications it wishes to use with the Managed Services and Associated Services, other than where such applications are provided by BT under this Contract.
- 6.2.3 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Managed Service;
- 6.2.4 maintain a list of current Users and provide a copy of such list to BT within five Business Days following BT's written request;
- 6.2.5 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Managed Service and Associated Services and:
  - (a) immediately terminate access for any person who is no longer a User;





- (b) inform BT immediately if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
  - (c) take all reasonable steps to prevent unauthorised access to the Managed Service;
  - (d) satisfy BT's security checks if a password is lost or forgotten; and
  - (e) change any or all passwords or other systems administration information used in connection with the Managed Service if BT requests you to do so in order to ensure the security or integrity of the Managed Service.
- 6.2.6 comply with the provisions of any Software licences provided with or as part of the Managed Service;
- 6.2.7 ensure that the maximum number of Users that you authorise to access and use the Managed Service ("**Authorised Users**") will not exceed the permitted number of User identities set out in the Order;
- 6.2.8 not allow any Authorised User subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual Authorised User, in which case you will ensure the prior Authorised User will no longer have any right to access or use the Managed Service;
- 6.2.9 if Third Party software is required in order to operate the Managed Services or any Associated Services, be responsible for ensuring that it has the appropriate number and type of software licences available and that the software is available in an appropriate format, and that any applications (other than ones provided by BT as part of the Managed Service) are compatible with the Managed Service;
- 6.2.10 where applicable, authorise BT to take over the management control of lines already provided by BT under a separate contract and to make such changes to them, as BT deems appropriate including updating corporate account records so Charges can be invoiced under this Contract;
- 6.2.11 notify BT of any planned work that may affect the Managed Services or an Associated Service or that may cause an Incident;
- 6.2.12 ensure that any Customer Equipment that is connected to the Managed Services or the Associated Services or that you use, directly or indirectly, in relation to the Managed Services or the Associated Services is:
- (a) adequately protected against viruses and other breaches of security;
  - (b) technically compatible with the Managed Services or the Associated Services and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
  - (c) connected, 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;
- 6.2.13 On expiry or termination of the Managed Service by either of us you will:
- (a) provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s);
  - (b) disconnect any Customer Equipment from BT Equipment located at the Site(s);
  - (c) not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
  - (d) arrange for any BT Equipment located at the Site(s) to be returned to BT;
  - (e) cease to use any BT proprietary configuration on your devices;
  - (f) be solely responsible for any migration to another provider including reconfiguration of MS Equipment; and
  - (g) be liable for any reasonable costs of recovery that BT incurs in recovering any BT Equipment.
- 6.3 **UCC Obligations**
- Where BT is providing UCC service as part of your Associated Services across a WAN or LAN that is not maintained by BT, you will:
- 6.3.1 be responsible for the design, configuration, implementation, maintenance and support of such WAN or LAN;
  - 6.3.2 ensure that each WAN or LAN is able to carry the traffic that BT specifies is required to provide the UCC service;
  - 6.3.3 ensure that each WAN or LAN meets the minimum technical requirements that BT specifies; and
  - 6.3.4 maintain end to end integrity of such WAN and/or LAN solution and instruct the WAN and/or LAN service provider(s) to work with BT to ensure end to end voice quality.
- 6.4 **WAN Obligations**
- Where BT is providing a WAN service but not the associated LAN as part of your Associated Services, you will:
- 6.4.1 be responsible for the design, configuration, implementation, maintenance and support of such LAN;



6.4.2 be responsible for the integration of features and functionality between BT's WAN service with such LAN; and

6.4.3 be responsible for ensuring that such LAN solution integrates with BT's WAN.

### 6.5 LAN Obligations

Where BT is providing a LAN service but not the associated WAN as part of your Associated Services, you will:

6.5.1 be responsible for the design, configuration, implementation, maintenance and support of such WAN;

6.5.2 be responsible for the integration of features and functionality between BT's LAN service with such WAN; and

6.5.3 be responsible for ensuring that such WAN solution integrates with BT's LAN.

## 7 Notification of Incidents

7.1 Where you become aware of an Incident:

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

7.1.2 BT will give you a Ticket;

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

(a) you confirm that the Incident is cleared within 30 minutes after having been informed; or

(b) 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 30 minutes following BT's attempt to contact you.

(c) If you confirm that the Incident is not cleared within 30 minutes after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.

7.1.4 Where BT becomes aware of an Incident, Paragraphs 7.1.2 and 7.1.3 and will apply.



## Part C – Service Levels

### 8 Service Levels

- 8.1 BT does not provide any Service Levels or Service Credits for the Managed Service.
- 8.2 If Service Levels and Service Credits are applicable to the Associated Service they will be set out in the Associated Service Schedules.



## Part D – Defined Terms

### 9 Defined Terms

In addition to the defined terms in the General Terms and Associated Services Schedules, capitalised terms in this Managed Service Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms and Associated Services Schedules, these defined terms will take precedence for the purposes of this Managed Service 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 Managed Service Schedule.

**“Archive and Restore”** has the meaning given to it in Paragraph 2.8.1 (a).

**“Associated Services”** means the underlying BT products and services that BT informs you can be managed through your chosen Managed Service Package as set out in your Order.

**“Associated Services Schedule”** means the BT terms that govern the provision of your Associated Service as set out at <https://www.bt.com/products/static/terms/business-homepage.html>

**“ADSL”** means asymmetric digital subscriber line.

**“BT Price List”** means the document containing a list of BT's charges and terms that may be accessed at: [www.bt.com/pricing](http://www.bt.com/pricing) (or any other online address that BT may advise you).

**“BT Project Manager”** has the meaning given to it in Paragraph 2.13.3(a).

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

**“Business Day”** means any day generally seen locally in the place where the Managed Service is to be provided as a working day and excluding national, public and bank holidays. If one of us is supposed to do something on a day that is not a Business Day, then they will need to do it on the next Business Day.

**“Cloud Hosted Control Infrastructure”** has the meaning given to in the BT Managed Meraki SD-WAN Annex and the BT Managed Cisco SD-WAN Annex.

**“Configuration File”** means the security requirement records for your Associated Services.

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

**“Customer Contact”** has the meaning given to it in Paragraph 6.1.1.

**“Customer Equipment”** means any equipment and any software, other than BT Equipment, used by you in connection with the Managed Services or Associated Services.

**“Customer Network”** means your own network.

**“De-installation Charges”** means the Charges payable by you on de-installation of the Managed Service that are equal to the then current rates for Installation Charges on the date of de-installation.

**“Enhanced Care Level”** has the meaning given to it in Paragraph 2.4.1 (b).

**“Enhanced Service Desk”** has the meaning given to it in Paragraph 2.2.2.

**“Equipment Schedule”** means the contracted list of equipment that is supplied in the Order and any explicit terms associated with them.

**“Firewall”** means a hardware device together with any associated Software, designed to prevent unauthorised access to your LAN.

**“FTP”** means the standard network protocol used to transfer files from one host to another host over a TCP-based network, such as the Internet.

**“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.

**“HTTP”** means a communications protocol for communication over a computer network.

**“Host Site”** means a Site where your master application and data servers are located.

**“In-band Management”** has the meaning given to it in Paragraph 2.7.1 (a).

**“Incident”** means an unplanned interruption to, or a reduction in the quality of, the Managed Service or particular element of the Managed Service.

**“Installation Charges”** means those Charges set out in any applicable Order in relation to installation of the Managed Service, Associated Services and any MS Equipment.

**“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.

**“Line”** means a telecommunications circuit of the type and configuration specified by BT and provided or managed by BT under this Contract, forming part of the Customer Network and connecting a Site to the BT Network.

**“Local Area Network”** or **“LAN”** means the infrastructure that enables the ability to transfer IP services within Site(s).



“**Maintenance Care Levels**” means either Standard Care Level, Enhanced Care Level, Business Care Level or Business Premium Care Level as described in Paragraph 2.4.

“**Managed Service**” has the meaning given in Paragraph 1.

“**Managed Service Package**” means the Managed Service packages as set out in Paragraph 2.

“**Managed Service Package 1**” means the Managed Service Package described in Paragraph 2.

“**Managed Service Package 2**” means the Managed Service Package described in Paragraph 2.

“**Managed Service Package 3**” means the Managed Service Package described in Paragraph 2.

“**Managed Service Cloud Package**” means the Managed Service Package described in Paragraph 2.

“**Managed Service Portal**” means the online portal where you can submit SSRs, log Incidents and manage your Managed Service and Associated Services.

“**Minimum Period of Service**” means a period of 12 consecutive months beginning on the Service Start Date, unless set out otherwise in any applicable Order.

“**MS Equipment**” means BT Equipment, Purchased Equipment and your own Customer Equipment that you use with your Associated Services and that BT has confirmed is able to manage as part of your Managed Service.

“**Network Reporting**” has the meaning given to it in Paragraph 2.10.2(a).

“**Notice to Amend**” has the meaning given to it in Paragraph 4.1.

“**Out-band Management**” has the meaning given to it in Paragraph 2.7.2(a).

“**Packaged Deployment Services**” means the professional services set out in Paragraph 2.13.

“**PDS Installation Services**” has the meaning given to it in Paragraph 2.13.1.

“**PDS Project Management**” has the meaning given to it in Paragraph 2.13.1.

“**Professional Services**” has the meaning given to it in Paragraph 2.14.

“**Premium Service Desk**” has the meaning given to it in Paragraph 2.2.3.

“**Project Coordinator**” has the meaning given to it in Paragraph 2.13.2(a).

“**Purchased Equipment Schedule**” means the schedule with the same name found at <https://www.globalservices.bt.com/en/terms-and-conditions> under the ‘Equipment’ heading.

“**Recurring Charges**” means the Charges for the Managed Service and Associated Services or applicable part of the Managed Service and Associated Services that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.

“**Renewal Period**” means the initial 12 month period following the Minimum Period of Service and each subsequent 12 month period.

“**RF Transmissions**” means the rate of oscillation of electromagnetic radio waves in the frequency band of 3kHz to 300 GHz, as well as the alternating currents carrying the radio signals.

“**Service Desk**” means the English speaking BT helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about your Managed Service.

“**Service Level**” has the meaning set out in the Associated Service Schedule where Service Levels apply to that Associated Service.

“**Service Management**” has the meaning given to it in Paragraph 2.3.

“**Service Management Boundary**” has the meaning given in Paragraph 3.1.

“**Service Report**” means a report detailing customer specific activity relating to the Associated Services managed as part of your Managed Service.

“**Service Reporting**” has the meaning given to it in Paragraph 2.10.1.

“**Service Transfer Date**” means the date on which the Managed Services transfers from BT to you or any Successor Supplier.

“**Site**” means a Site where your Associated Services are provided.

“**Stack**” means a collection of components or services that are used to provide a software solution or application.

“**Standard Care Level**” has the meaning given to it in Paragraph 2.4.1(a).

“**Standard Delivery Lead Times**” means in respect of Managed Service Package 1 – 48 Hours, in respect of Managed Service Package 2 – 24 hours and for Managed Service Package 3 and Managed Service Cloud – eight hours.

“**Standard Service Desk**” has the meaning given to it in Paragraph 2.2.1.

“**Successor Supplier**” means any person or entity that provides all or part of the Managed Service or services similar or equivalent to all or part the Managed Services instead of BT (or its subcontractors).

“**Software Update Service**” has the meaning given to it in Paragraph 2.9.1.

“**SSR**” has the meaning given to it in Paragraph 2.11.1.

“**SSR 5**” has the meaning given to it in Paragraph 2.11.9.

“**SSR 10**” has the meaning given to it in Paragraph 2.11.10.

“**SSR Pay as You Go**” has the meaning given to it in Paragraph 2.11.8(a).

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

“**TUPE Liability**” and “**TUPE Liabilities**” means all awards, compensation, costs, expenses, losses, liabilities, damages, claims, proceedings, awards, fines, orders, demands, actions, payments by way of settlement,



penalties, tribunal awards and other liabilities (including legal and other professional fees and expenses on an indemnity basis and any liability to taxation).

“**UCC**” means unified communications supporting voice and data over a single, converged IP network.

“**Usage Charges**” means the Charges for the Managed Services and Associated Services or applicable part of the Associated Services or Managed Services that are calculated by multiplying the volume of units that you used or incurred in a period with the relevant fee as set out in any applicable Order.

“**Vendor Network and Application Reporting**” has the meaning given to it in Paragraph 2.10.5(b).

“**Virtual Private Network**” or “**VPN**” means a network that appears private to your Users while being provided over network infrastructure that is shared with other customers.

“**Vital Port Monitoring**” has the meaning given to it in Paragraph 2.6.

“**WAN ADSL SFBB**” is the Associated Service known as Wide Area Network ADSL Superfast Broadband.

“**WAN**” means wide area network.