



Field Force Automation Support Services Annex to the Field Force Automation Purchased Equipment and Software Schedule to the General Terms

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Part A – The Field Force Support Services

1 Service Summary

If selected in any applicable Order, BT will provide you with maintenance, support and helpdesk services, comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options that are set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 4 (“**FFA Support Services**”).

2 Standard Service Components

BT will provide you with all the following standard service components (“**Standard Service Components**”) in accordance with the details as set out in any applicable Order.

2.1 Service Desk

BT will provide a first, second and third line service desk unless otherwise set out in any applicable Order (“**Service Desk**”). The Service Desk provides the following:

- (a) First line Support;
- (b) Second line Support; and
- (c) Third line Support.

2.2 Replacement of Purchased Equipment

The applicable Order will set out which of the following Purchased Equipment replacement options (option 1(a), option 1(b), option 1(c) or option 2) apply to the FFA Support Services:

2.2.1 Option 1: Hot Swap Facility

- (a) BT will maintain a stock pile of Purchased Equipment. Subject to Paragraph 2.3, if BT agrees that Purchased Equipment is faulty then BT will replace the faulty Purchased Equipment. If BT decides that a replacement is required, the target delivery time of the replacement Purchased Equipment is 0900 the next Business Day if reported to the Service Desk on a Business Day before 1500. You will send the faulty Purchased Equipment to BT within 48 hours of receiving any replacement Purchased Equipment.
- (b) Where you maintain a stock pile of Purchased Equipment, you will keep the stock pile of spare Purchased Equipment to the level set out in any applicable Order. Subject to Paragraph 2.3, if Purchased Equipment is faulty then you will replace it from your stock pile. Stolen or lost Purchased Equipment is at your risk and such Purchased Equipment will be replaced by you. You will purchase all Purchased Equipment in the stock pile from BT in accordance with the FFA Purchased Equipment and Software Schedule, unless otherwise agreed between us.
- (c) Each of us will notify the other of all changes to the quantity of Purchased Equipment within the stock pile at each of our premises on a monthly basis or as otherwise agreed.

2.2.2 Option 2: Self-Managed

Where you select this option, there is no maintained stock pile of spare Purchased Equipment held on BT’s or your premises. If you want to replace faulty Purchased Equipment then you will order new Purchased Equipment from BT.

2.3 Maintenance of Purchased Equipment:

2.3.1 If the Purchased Equipment is under warranty, as set out in the applicable Order, then:

- (a) you will call the Service Desk and BT will use reasonable endeavours to repair the Purchased Equipment remotely; and
- (b) if BT is unable to repair the Purchased Equipment in accordance with Paragraph 2.3.1(a), upon instruction from the Service Desk, you will send the faulty Purchased Equipment to BT at your cost and to the address set out in any applicable Order. BT will arrange for the Purchased Equipment to be sent to the manufacturer and repaired or replaced.

2.3.2 If the Purchased Equipment cannot be fixed or does not qualify under the manufacturer’s warranty or is out of warranty, then BT will send the Purchased Equipment back to you for disposal unless you agree to pay for a repair outside of the manufacturer’s warranty, if applicable.

2.3.3 If the faulty Purchased Equipment is replaced or repaired then BT will either send it back to you for you to add it to your stock pile of spare Purchased Equipment or it will be retained in BT’s stock pile.

2.4 Software Maintenance and Support

- 2.4.1 BT will provide you with Software updates and release notes as and when made available by the Software manufacturer.
- 2.4.2 Any Fault in the operation of the Software will be responded to based on its priority. The priority will be determined by BT in relation to the impact of the Fault on you. The response times in relation to the priority levels are as follows:
- (a) Priority 1 – response time of four hours;
 - (b) Priority 2 – response time of 12 hours; and
 - (c) Priority 3 – response time of 24 hours.
- 2.4.3 BT will treat any response to a Fault in the operation of the Software outside of the warranty period, as set out in the applicable Order, as a change unless the Fault lies with the Core Product. Such Faults to the Core Product will be resolved through Software updates as set out in Paragraph 2.4.1.

2.5 Asset Management Database

- 2.5.1 BT will maintain an inventory of the Purchased Equipment and Software that are managed by BT under the terms of this Annex (“**Asset Management Database**”).
- 2.5.2 You are responsible for providing contact information for the User of each Purchased Equipment to BT and keeping such information up to date.

2.6 Service Reports and Service Reviews

- 2.6.1 BT will produce a Service report on a quarterly basis, or as set out in any applicable Order, and sent electronically to your Customer Contact.
- 2.6.2 BT’s representatives may as reasonably requested join or set up conference calls with you to review performance of the FFA Support Services, previous Service Reports and any potential areas for service improvements.

3 Service Options

BT will provide you with any of the following options (“**Service Options**”) as set out in any applicable Order and in accordance with the details as set out in that Order:

3.1 Management of Peripheral Equipment

BT will support your peripheral equipment including printers and charging cradles for their warranty period as agreed and set out in the applicable Order. BT will log the equipment, serial numbers and any other appropriate information onto the Asset Management Database.

3.2 Third Party Supplier Management

BT will, if set out in any applicable Order and subject to Paragraph 3.4, manage the following aspects of your third party supplier relationships where those relationships impact on the FFA Support Services:

- 3.2.1 the reporting, tracking and monitoring of faults where your reported faults are found to be on the network or service supplied by the third party; and
- 3.2.2 monitoring and reporting of any third party supplier performance against any agreed performance measures set out in the third party supplier agreement.

3.3 BT will attend quarterly virtual service review calls with you and your supplier(s) where BT has agreed to manage those suppliers.

3.4 If BT agrees to manage any of your third party supplier(s), you will send a letter of authority to the applicable supplier(s), copied to BT, to enable BT to manage such third party supplier(s). BT will only perform the obligations set out in Paragraph 3.2 and BT will not assume any liability under your agreement with the relevant supplier(s).

4 Service Management Boundary

4.1 BT will provide and manage the FFA Support Services in accordance with Parts B and C of this Annex and as set out in any applicable Order. This will also include the support of Software or MDM if provided by BT or you as set out in any applicable Order and will not include the responsibility for or management of the mobile or fixed network that any Purchased Equipment connects to (“**Service Management Boundary**”). The applicable Order will set out the Service Management Boundary in respect of any Software or MDM.

4.2 BT will have no responsibility for the FFA Support Services outside the Service Management Boundary.

- 4.3 You will procure and manage the SIM cards and mobile or fixed connection to the Purchased Equipment.
- 4.4 BT will have no responsibility for any Purchased Equipment not working due to the failure of a SIM card or the mobile or fixed network operator's services.

5 Associated Services

- 5.1 You will have the following services in place that will connect to the FFA Support Services and are necessary for the FFA Support Services to function and will ensure that these services meet the minimum technical requirements that BT specifies;
 - 5.1.1 an interface to your environment if required, paid for by you, and information from the interface. BT will not be liable for the Field Force Support Services not operating correctly if this information is not provided. BT may provide integration if requested and set out in any applicable Order otherwise this is your obligation. BT will specify what data and in what format it requires,

(each an "Enabling Service").
- 5.2 If you are required by Applicable Law to purchase the FFA Support Services from a third party supplier, BT may, if you agree to it, manage the FFA Support Services as your agent. You will provide BT with a letter of agency to enable BT to manage the third party.

6 Specific Terms

6.1 Minimum Period of Service and Renewal Period

- 6.1.1 Each FFA Support Services will have its own Minimum Period of Service as set out in any applicable Order. That Order will also confirm the Service Start Date.
- 6.1.2 You may request an extension to the FFA Support Services for a Renewal Period by Notice in writing to BT at least 90 days before the end of the Minimum Period of Service or Renewal Period ("**Notice of Renewal**").
- 6.1.3 If you issue a Notice of Renewal in accordance with Paragraph 6.1.2, BT will extend the FFA Support Services for the Renewal Period and:
 - (a) BT will continue to provide the FFA Support Services;
 - (b) the Charges applicable during the Minimum Period of Service will cease to apply and BT will invoice you the Charges set out in the applicable Order from expiry of the Minimum Period of Service; and
 - (c) both of us will continue to perform each of our obligations in accordance with the Contract.
- 6.1.4 If you do not issue a Notice of Renewal in accordance with Paragraph 6.1.2, BT will cease delivering the FFA Support Services at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.

6.2 Termination for Convenience

You may not terminate the FFA Support Services for convenience during the Minimum Period of Service.

6.3 IP Addresses, Domain Names and Telephone Numbers

- 6.3.1 Except for IP Addresses expressly registered in your name, all IP Addresses and Domain Names made available with the FFA Support Services will at all times remain BT's property or the property of BT's suppliers and are non-transferable.
- 6.3.2 All of your rights to use IP Addresses or Domain Names will cease on termination or expiration of the FFA Support Services.
- 6.3.3 BT cannot ensure that any requested Domain Name is available from or approved for use by the applicable Regional Internet Registry and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.
- 6.3.4 You warrant that you are the owner of, or are authorised by the owner of, the trade mark or name that you wish to use as a Domain Name.
- 6.3.5 You will pay all fees associated with registration and maintenance of your Domain Name, and will reimburse BT for any and all fees that BT pays to the applicable Regional Internet Registry, and thereafter be responsible for paying such fees directly to the applicable Regional Internet Registry.
- 6.3.6 You will not own any telephone number related to the FFA Support Services and, apart from your right to number portability where you change communications provider, all your rights to use telephone numbers will cease on termination or expiration of the FFA Support Services.

6.4 Provider Independent Resources

If you require Provider Independent Resources (PIR) with the FFA Support Services, you will request such PIR from BT and:

- (a) you will respond to any information requests from BT in order for BT to keep registration records up-to-date;
- (b) you will ensure that up-to-date registration data is provided to BT and you agree that some or all of this registration data is published in the applicable Regional Internet Registry's database;
- (c) you will not assign any of the PIR to a third party;
- (d) you will pay any registration fees to BT that apply for the PIR;
- (e) if you cannot be contacted or you do not pay any applicable registration fees to BT, the PIR will return by default to the applicable Regional Internet Registry;
- (f) your use of PIR is subject to the applicable Regional Internet Registry's policies; and
- (g) if you do not follow any of the relevant Regional Internet Registry's policies the PIR will return to the applicable Regional Internet Registry and BT may terminate the Contract in accordance with Clause 18 of the General Terms.

6.5 Invoicing

6.5.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges 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 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 in advance on the first day of the relevant month, unless agreed otherwise and set out in the applicable Order, and for any period where the FFA Support Services is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
- (c) Usage Charges, monthly in arrears on the first day of the relevant month calculated at the then current rates;
- (d) Professional Services Charges at agreed milestones as set out in any applicable Order; and
- (e) De-installation Charges within 60 days of de-installation of the FFA Support Services.

6.5.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:

- (a) Charges for commissioning the FFA Support Services as set out in Paragraph 7.1 outside of Business Hours; and
- (b) Charges for expediting provision of the FFA Support Services at your request after you have been informed of the Customer Committed Date.

6.6 Charges at the End of the Contract

If the Contract expires you will pay BT:

- (i) all outstanding Charges for FFA Support Services rendered;
- (ii) De-Installation Charges; and
- (iii) any other Charges set out in any applicable Order.

6.7 Use of Data

The Purchased Equipment and connectivity to a mobile or fixed network enables the transfer of data. The use of any data that may or may not be transferred is your responsibility.

Part B – Service Delivery and Management

7 BT's Obligations

7.1 Commissioning of the Service

Before the Service Start Date, BT will:

- 7.1.1 configure the FFA Support Services;
- 7.1.2 conduct a series of standard tests on the FFA Support Services to ensure that it is configured correctly;
- 7.1.3 if applicable and set out in the applicable Order, connect the FFA Support Services to each Enabling Service; and
- 7.1.4 on the date that BT has completed the activities in this Paragraph 7.1 either confirm to you the Service Start Date or confirm to you that the FFA Support Services is available for performance of any Acceptance Tests as set out in Paragraph 8.2.

7.2 During Operation

On and from the Service Start Date, BT:

- 7.2.1 will manage the FFA Support Services in accordance with the details set out in any applicable Order;
- 7.2.2 will not be obliged to provide the FFA Support Services and is relieved from any direct or indirect obligation in so far as BT is prohibited from completing such task due to your action or inaction, including you maintaining a sufficient stock pile of Purchased Equipment or ordering in good time replacement Purchased Equipment if no stock pile is maintained; and
- 7.2.3 may carry out Planned Maintenance from time to time and will use reasonable endeavours to inform you at least five Business Days before any Planned Maintenance on the BT Equipment, Software or MDM, however, BT may inform you with less notice than normal where Maintenance is required in an emergency.

7.3 The End of the Service

On expiry or termination of the FFA Support Services by either of us, BT will:

- 7.3.1 provide you with a copy of the Asset Management Database in a format of BT's choosing;
- 7.3.2 if a stock pile of Purchased Equipment is kept by BT and these have been paid for in full by you, deliver such Purchased Equipment to you at your cost;
- 7.3.3 return or destroy, at your option, upon reasonable written Notice from you all Customer Personal Data held on BT's systems; and
- 7.3.4 disconnect and remove any BT Equipment located at any Site(s).

8 Your Obligations

8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the FFA Support Services, you will:

- 8.1.1 complete any preparation activities that BT may request to enable you to receive the FFA Support Services promptly and in accordance with any reasonable timescales;
- 8.1.2 give BT access to and configuration details of as many APNs from your mobile network provider as BT requires; and
- 8.1.3 ensure that Users are responsible for any individual personalisation or any data or content backup.

8.2 Acceptance Tests

- 8.2.1 You will carry out the Acceptance Tests for the FFA Support Services within five Business Days after receiving Notice from BT in accordance with Paragraph 7.1.4 ("**Acceptance Test Period**").
- 8.2.2 The FFA Support Services is accepted by you if you confirm acceptance in writing during the Acceptance Test Period or is treated as being accepted by you if you do not provide BT with Notice to the contrary by the end of the Acceptance Test Period.
- 8.2.3 Subject to Paragraph 8.2.4, the Service Start Date will be the earlier of the following:
 - (a) the date that you confirm acceptance of the FFA Support Services in writing in accordance with Paragraph 8.2.2; or
 - (b) the date of the first day following the Acceptance Test Period.

- 8.2.4 If, during the Acceptance Test Period, you provide BT Notice that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and provide you Notice that BT has remedied the non-conformance and inform you of the Service Start Date.

8.3 During Operation

On and from the Service Start Date, you will:

- 8.3.1 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the FFA Support Services;
- 8.3.2 maintain a written list of current Users and provide such list to BT within five Business Days after BT's written request at any time;
- 8.3.3 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the FFA Support 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 unauthorized person, or is being or may be used in an unauthorised way;
 - (c) take all reasonable steps to prevent unauthorised access to the FFA Support Services;
 - (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 FFA Support Services if BT requests you to do so to ensure the security or integrity of the FFA Support Services;
- 8.3.4 maintain warranties for Purchased Equipment, used or which form part of any stock pile; and
- 8.3.5 co-operate in diagnosing faults by performing any diagnostic and test routines requested by BT or included in the manufacturers' instructions, and allowing BT to carry out remote diagnostic tests, where appropriate.
- 8.3.6 **Stock Management**
- (a) As set out in Paragraph 2.2, replacement Purchased Equipment purchased by you for use under this Annex is managed by BT, or you, as set out in any applicable Order, for providing replacement items for faulty Purchased Equipment reported and to replace lost or stolen equipment.
 - (b) Where BT manage the stock pile and this buffer stock falls below a minimum agreed level, BT will notify you for the appropriate remedial action to be taken. Stock management is included in the monthly Service Report.
 - (c) Failure by you to replenish the buffer stock when requested by BT may result in delays in the dispatch of replacement items for faulty Purchased Equipment.
- 8.3.7 **Other**
- You agree to:
- (a) the ongoing use of MDM remote client and updates or replacement to it on all Purchased Equipment. You will not delete such software off the Purchased Equipment; and
 - (b) provide all information reasonably required by BT to enable the creation of the Asset Management Database. This will include employee or User names and may include staff identification numbers, SIM card numbers and manager name. Full requirements are as agreed with BT and may be set out in any applicable Order.

Part C – Service Levels

The FFA Support Services has no Service Levels. Any performance targets are provided for information only. Any and all delivery dates provided by BT are estimates and BT will not be liable for these not being met.

Part D – Defined Terms

9 Defined Terms

In addition to the defined terms in the General Terms, the following defined terms apply in this Annex (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Annex):

“Acceptance Test Period” has the meaning given in Paragraph 8.2.

“APN” means access point name which is the name of a gateway between a mobile network and a fixed network.

“Asset Management Database” has the meaning given in Paragraph 2.5.1.

“BT Network” means the communications network owned or leased by BT and used to provide the FFA Support Services.

“Core Product” means the base against which all configuration is then performed. The Core Product is maintained by BT or BT's supplier. The configuration of the Core Product enables the Software to meet your requirements as set out in the applicable Order. The Software manufacturer will regularly update the Core Product to introduce new capability and BT will provide any updates in accordance with Paragraph 2.4.1.

“De-installation Charges” means the charges payable by you on de-installation of the FFA Support Services that are equal to the then current rates for Installation Charges on the date of de-installation.

“Enabling Service” has the meaning given in Paragraph 5.

“Fault” means in relation to Software when the Software does not conform or operate to the agreed specification as determined by BT. A Fault would not include any design or functional changes that are raised by you and that may or may not have been included in the agreed specification. Any such changes would need to be agreed between us.

“FFA Support Services” has the meaning given in Paragraph 1.

“First Line Support” means the provision by BT of initial call handling of Incident reports from you or your representative; provision of high level diagnostics and resolution of Incident reports; and forwarding of the Incident report to BT's Second Line Support or your suppliers for Incidents outside of the Service Management Boundary.

“Incident” means a problem that you are experiencing with the FFA Support Services.

“Installation Charges” means those Charges set out in any applicable Order in relation to installation of the FFA Support Services or any Purchased Equipment, Customer Equipment or BT Equipment as applicable.

“Provider Independent Resources” or **“PIR”** means resources assigned to Users that include autonomous system numbers, provider independent IPv4 addresses, any cast assignments, provider independent IXP IPv6 addresses and all future provider independent resources.

“Planned Maintenance” means any work planned in advance to be carried out by, or on BT's behalf including:

(a) to maintain, repair or improve the performance of BT Network or any FFA Support Services; or

(b) to make any change to a FFA Support Services that does not have a material adverse effect on the performance or provision of the FFA Support Services including: the introduction or withdrawal of any FFA Support Services features; or the replacement of any FFA Support Services with an equivalent FFA Support Services.

“Professional Services” means those services provided by BT which are labour related services.

“Recurring Charges” means the Charges for the FFA Support Services or applicable part of the FFA Support Services that are invoiced repeatedly in every period (e.g. every month), as set out in any applicable Order.

“Regional Internet Registry” means an organization that manages the allocation and registration of Internet number resources within a particular region of the world. Internet number resources include IP Addresses and autonomous system (AS) numbers.

“Renewal Period” means for each FFA Support Services provided, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

“Second Line Support” means the provision by BT of further detailed diagnostics; management of Purchased Equipment swap out, if set out in the applicable Order; and liaison with Third Line Support for Purchased Equipment or Software repair as required.

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

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

“**Service Reports**” means the report that BT provides to you about the Field Force Automation Support Services the format and structure of which will be agreed between the both of us.

“**SIM**” means a microchip in a mobile phone or other mobile device that connects it to a particular phone network. SIM is an abbreviation for 'Subscriber Identity Module'.

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

“**Third Line Support**” means the provision of Purchased Equipment or Software repair.

“**Usage Charges**” means the Charges for the FFA Support Services or applicable part of the FFA Support Services that are calculated by multiplying the volume of units that you used or incurred in a period (e.g. number of agents using the FFA Support Services, or the number of minutes the FFA Support Services was used for) with the relevant fee as set out in any applicable Order.