

BT Asset Trace

Schedule to the General Terms

Contents

A note on 'you'	2
1 Service Summary.....	2
2 Standard Service Components	2
3 Service Options	2
4 Service Management Boundary	2
5 Associated Services and Third Parties.....	2
6 Specific Terms and Conditions	2
7 BT's Obligations.....	4
8 Your Obligations.....	5
9 Notification of Incidents.....	8
10 Invoicing	8
11 Charges at the End of the Contract	9
12 Service Amendment	9
13 IP Addresses, Domain Names and Telephone Numbers.....	9
14 Purchased Equipment	10
15 Service Availability	12
16 Requests for Service Credits.....	13
17 Defined Terms	14

A NOTE ON 'YOU'

'You' and 'your' mean the Customer.

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

Part A – The Service

1 SERVICE SUMMARY

BT will provide you with the BT Asset Trace Service, which allows you to use an Asset Monitoring Device to gather location information, operating data information and management information on a Customer Asset(s), comprising:

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

2 STANDARD SERVICE COMPONENTS

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

- 2.1 Asset Monitoring Device(s), a tracking sensor that can raise outbound alerts in the following circumstances:
 - 2.1.1 movement alert - if the Customer Asset is moved outside of its established parameters;
 - 2.1.2 power off/on alert - if there is a change in, or interruption to, the Customer Asset's power supply; and
 - 2.1.3 on the occurrence of certain events or parameters agreed between you and BT prior to the provision of the Service.
- 2.2 access to the Central Server Software, through which you will be able to view updates from the Asset Monitoring Devices to monitor the Customer Asset(s); and
- 2.3 the support and maintenance services as further detailed in Paragraph 7.

3 SERVICE OPTIONS

- 3.1 BT will provide you with the following option that is selected by you as set out in any applicable Order ("**Service Options**"): installation of the Asset Monitoring Device(s).
- 3.2 If you do not select the option set out in Paragraph 3.1 above you will have sole responsibility for attaching the Asset Monitoring Device(s) to the relevant Customer Asset(s). BT will inform you of any associated installation activities or any other required activity you must carry out.

4 SERVICE MANAGEMENT BOUNDARY

- 4.1 BT will provide and manage the Service as set out in Parts B and C of this Schedule and as set out in the Order:
 - 4.1.1 with respect to the Asset Monitoring Device(s), up to the interface between the Asset Monitoring Device(s) and the Customer Asset that the Asset Monitoring Device is attached to or monitoring; and
 - 4.1.2 with respect to the Central Server Software, up to the interface between the Central Server Software and any infrastructure, including IT systems controlled or owned by you, ("**Service Management Boundary**").
- 4.2 BT will have no responsibility for the Service outside the Service Management Boundary.
- 4.3 BT does not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software.

5 ASSOCIATED SERVICES AND THIRD PARTIES

- 5.1 If BT provides you with any services other than the Service, this Schedule will not apply to those services and those services will be governed by their separate terms and conditions.

6 SPECIFIC TERMS AND CONDITIONS

- 6.1 **Termination for Convenience**

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 Service or any Order by giving 30 days' Notice to the other.

6.2 **Minimum Period of Service**

6.2.1 Unless one of us gives Notice to the other of an intention to terminate the Service at least 30 days before the end of the Minimum Period of Service or a Renewal Period ("**Notice of Non-Renewal**"), at the end of the Minimum Period of Service or any subsequent Renewal Period, the Service will automatically extend for the Renewal Period, and both of us will continue to perform each of our obligations in accordance with the Contract.

6.2.2 In the event that one of us gives a Notice of Non-Renewal, BT will cease delivering the Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.

6.3 **Data Protection**

6.3.1 You will not send and BT will not receive or Process on your behalf, any other User Personal Data in connection with the provision of the Service, or otherwise under this Agreement, except for such User Personal Data that is required for the administration of the Service, including, but not limited to, managing and maintaining access profiles, passwords and other systems administration information relating to access to the Service.

6.3.2 BT will not Process any Personal Data in relation to the use of the Customer Assets by you, your employees or Users.

Part B – Service Delivery and Management

7 BT'S OBLIGATIONS

7.1 Service Delivery

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

- 7.1.1 will provide you with contact details for the helpdesk that you will be able to contact to submit service requests, report Incidents and ask questions about the Service (“**Service Centre**”);
- 7.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and you notify to BT in writing. BT will not be liable if, as a result of any such compliance, BT is in breach of any of BT’s obligations under this Contract;
- 7.1.3 will provide you with a date on which delivery of the Service (or each part of the Service, including to each Site) is due to start (“**Customer Committed Date**”) and will use commercially reasonable endeavours to meet any Customer Committed Date.
- 7.1.4 Where the Site is located within the EU, dispatch any Purchased Equipment for delivery to the applicable Site as set out in the Order;
- 7.1.5 where the Site is located outside the EU, subject to your compliance with Paragraph 8.1.9:
 - (a) deliver any Purchased Equipment to the applicable port of entry in the destination country in accordance with Paragraph 14.4.2 and you will act as the importer of record; or
 - (b) if agreed between both of us in the Order, BT will arrange shipping services to deliver the Purchased Equipment to the final destination address(es) specified in the Annex or Order;
- 7.1.6 if agreed between both of us as set out in the Order, install any Purchased Equipment at the applicable Sites.
- 7.1.7 Where the Site is located within a country in the EU other than the Territory:
- 7.1.8 BT will not sell you the Purchased Equipment if you are not VAT-registered in the delivery country; and
- 7.1.9 BT will not include installation unless the Reverse Charge Mechanism applies to such services in that country.
- 7.1.10 Where the Site is located outside the EU BT will not sell you Purchased Equipment with associated installation.
- 7.1.11 In the cases of paragraphs 7.1.9 and 7.1.10 above, and as BT may otherwise agree, in order to provide you with the Purchased Equipment and any installation services specified in the Annex or Order, BT may transfer the provision and invoicing of Purchased Equipment and installation outside the Territory to a BT Affiliate or a third party in accordance with Clause 26 of the General Terms.

7.2 Installation of the Service

Before the Service Start Date BT will:

- 7.2.1 where you have selected the installation service option as set out in the Order:
 - (a) install the Asset Monitoring Device(s) on the Customer Assets;
 - (b) configure the Service; and
 - (c) conduct a series of standard tests on the Service to ensure that it is configured correctly.
- 7.2.2 where you are responsible for installation of the Service:
 - (a) configure the Service; and
 - (b) conduct a series of standard tests on the Service to ensure that it is configured correctly.

7.3 During Operation

On and from the Service Start Date, BT:

- 7.3.1 may carry out Maintenance from time to time and will endeavour to inform you:
 - (a) at least five Business Days before any Planned Maintenance on the BT Network and/or BT Equipment, however you agree that BT may inform you with less notice than normal where emergency Maintenance is required; or
 - (b) without undue delay for scheduled Access Line maintenance by a supplier;
- 7.3.2 may, in the event of a security breach affecting the Service, require you to change any or all of your passwords. BT does not guarantee the security of the Service against unauthorised or unlawful access or use.

7.4 Service Support

Software Support

- 7.4.1 **Software Error Corrections.** BT will use reasonable endeavours to correct reproducible errors and to provide Incident analysis and resolution, including corrective support to resolve identifiable and reproducible software incidents. BT will also help to identify problems that are difficult to reproduce.
- 7.4.2 **Software Releases.** where possible and appropriate BT may, at BT's sole discretion, provide Software Releases, including Major Releases, to you at no additional Charge;
- 7.4.3 **Support for Software Releases.** Where a Software Release is not provided to you, BT will support the previous release of the software for a period of 12 months from the first update date of that Software Release or from the previous release's discontinuation date, as applicable.

Asset Monitoring Device Support

- 7.4.4 BT will provide you with support for the Asset Monitoring Device(s), under which BT will:
- in the event of an Incident with respect to the Asset Monitoring Device(s) that prevents you from using the Service, provide, or arrange for replacement of the faulty Asset Monitoring Device from the Spare Stock;
 - where you report the fault on a Business Day, provide the replacement Asset Monitoring Device within a target time of three Business Days; and
 - where you return the faulty Asset Monitoring Device to the Service Centre, where possible, repair the faulty Asset Monitoring Device and add the repaired Asset Monitoring Device to the Spare Stock. If BT is unable to repair the faulty Asset Monitoring Device, and it is within warranty in accordance with Paragraph 14.6, BT will arrange for a replacement Asset Monitoring Device to be added to the Spare Stock. If the faulty Asset Monitoring Device is not within the warranty period BT will advise you and you will submit an Order to replace the Spare Stock and title in the unrepaired faulty Asset Monitoring Device will transfer to BT.
- 7.4.5 If on receiving the Asset Monitoring Device reported as faulty by you, BT determines that there is no fault, the Asset Monitoring Device will be returned to the Spare Stock.
- 7.4.6 Paragraph 7.4 will not apply to the extent that any unavailability of Service or Incident related to any aspect of the Service, including any Purchased Equipment and/or Asset Monitoring Device, is due to:
- Force Majeure events as set out in the General Terms;
 - any problems with or failure of the Internet;
 - suspension of the Service in accordance with Clause 16.1.2, 16.1.3 and 16.1.4 of the General Terms, or if you or anyone else (with or without your knowledge or approval) uses the Service in any way which, is, or is likely to be, detrimental to the provision of the Service to you or any other customer and fails to take corrective action within a reasonable period of receiving notice from BT;
 - Planned Maintenance;
 - Emergency Procedures;
 - reasons of security, health and safety;
 - an Incident being reported and BT cannot confirm that an Incident exists after performing tests; and/or
 - any incorrect information provided by you;
 - any delay or failure by you to provide information reasonably required by BT; and/or
 - any faults associated with any of your applications or data.

7.5 The End of the Service

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

- 7.5.1 will provide configuration information and any archived data relating to the Service provided at the Site(s) in a format that BT reasonably specifies; and
- 7.5.2 may disconnect and remove any BT Equipment located at the Sites.

8 YOUR OBLIGATIONS

8.1 Service Delivery

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

- 8.1.1 provide BT with the names and contact details of any individuals authorised to act on your behalf for Service management matters ("**Customer Contact**"), but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;

- 8.1.2 ensure that the Service is only used to track physical assets and will not be used to track individuals or any type of data;
- 8.1.3 provide BT with any information reasonably required without undue delay;
- 8.1.4 provide BT with access to any Sites during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Service;
- 8.1.5 complete any preparation activities that BT may request to enable you to receive the Services promptly and in accordance with any reasonable timescales;
- 8.1.6 notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;
- 8.1.7 in jurisdictions where an employer is legally required to make such disclosure to its employees and/or Users:
 - (a) inform your employees, any works councils or representatives of employees and Users that as part of the Service being delivered by BT, to the extent that this is in scope, BT may monitor and report to you the use of any targeted applications by your employees and/or Users;
 - (b) ensure that your employees, any works councils or representatives of employees and Users have consented to such monitoring and reporting; and
 - (c) indemnify BT from and against any and all Claims or action brought by your employees any works councils or representatives of employees or Users arising out of your failure to obtain consent from your employees or Users for monitoring and reporting in relation to the Service;
- 8.1.8 fully acknowledge that the Service will not be used to monitor its employees or Users and that you are solely responsible for ensuring compliance with Applicable Law regarding the use of the Service in relation to any surveillance and/or monitoring of your employees and Users, including all legal and regulatory requirements, whether based in privacy, employment, labour, consumer protection or otherwise required by law;
- 8.1.9 where the Site is located outside the EU, act as the importer of record, clear the Purchased Equipment through the applicable customs authority in the destination country and be liable for any import tax, duty and/or excise duty incurred, and, if requested by BT, provide authorisation as soon as practicable authorising BT or BT's agent to carry out BT's obligations as shipping agent. If you cannot give such authorisation, you will be responsible for fulfilling those obligations on BT's behalf at your own cost;
- 8.1.10 provide BT with the name and contact details of at least one individual who will be responsible for receiving the Purchased Equipment at the Site;
- 8.1.11 as applicable, prepare and maintain the Site for the installation of BT Equipment and Purchased Equipment and supply of the Service, including, without limitation:
 - (a) provide a suitable and safe operational environment for any BT Equipment and/or Purchased Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and in accordance with applicable installation standards;
 - (b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers and/or provide any openings in buildings required to connect BT Equipment and/or Purchased Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance and carry out any work that may be required after installation to make good any cosmetic damage caused during the installation or maintenance;
 - (c) provide a secure, continuous power supply at the Site for the operation and maintenance of the Service and BT Equipment and/or Purchased Equipment at such points and with such connections as BT specifies. In order to mitigate any Service interruption resulting from failure in the principal power supply, you will provide back-up power with sufficient capacity to conform to the standby requirements of the applicable British standards; and
 - (d) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate;
- 8.1.12 until ownership in any Purchased Equipment transfers to you in accordance with Paragraph 14.4:
 - (a) keep the Purchased Equipment safe and without risk to health;
 - (b) only use the Purchased Equipment, or allow it to be used, in accordance with any instructions BT may give and for the purpose for which it is designed;
 - (c) not move the Purchased Equipment or any part of it from the Site;
 - (d) not make any alterations or attachments to the Purchased Equipment without BT's prior written consent. If BT gives consent, any alterations or attachments will become part of the Purchased Equipment;

- (e) not sell, charge, assign, transfer or dispose of or part with possession of the Purchased Equipment or any part of it;
- (f) not allow any lien, encumbrance or security interest over the Purchased Equipment, nor pledge the credit of BT for the repair of the Purchased Equipment or otherwise;
- (g) not claim to be owner of the Purchased Equipment and ensure that the owner of the Site will not claim ownership of the Purchased Equipment, even if the Purchased Equipment is fixed to the Site;
- (h) obtain appropriate insurance against any damage to or theft or loss of the Purchased Equipment;
- (i) indemnify BT against all claims and proceedings arising from your use of the Purchased Equipment or if the Purchased Equipment is damaged, stolen or lost. You will keep BT informed of anything which may affect BT's rights, or involve BT in any proceedings, loss or liability;
- (j) ensure that the Purchased Equipment appears in BT's name in your accounting books; and
- (k) if there is a threatened seizure of the Purchased Equipment, or anything listed in Clause 19.2 of the General Terms applies to you, immediately notify BT and BT may take action to repossess the Purchased Equipment. You will also notify interested third parties that BT owns the Purchased Equipment;

8.1.13 with respect to the Asset Monitoring Device Support under Paragraph 7.4.6:

- (a) maintain a stock of spare Asset Monitoring Devices, which will be held by BT (the "**Spare Stock**"). The number of spare Asset Monitoring Devices required for the Spare Stock will be set out in the Order or as agreed between the Parties from time to time. If necessary to maintain the agreed Spare Stock numbers during the term of the Contract, you will be required to submit an Order for further Asset Monitoring Devices within five Business Days of being advised by BT.
- (b) inform BT of a faulty Asset Monitoring Device within one Business Day of becoming aware of the fault;
- (c) package all Asset Monitoring Devices safely and securely for transport;
- (d) provide for the safe transport of Asset Monitoring Devices to BT's specified Service Centre within three Business Days of reporting a fault in accordance with 8.1.12(b). You will bear all costs and risks associated with this transportation;
- (e) incur additional charges for any of the following activities, which are not covered under this Contract:
 - (i) replacement of consumable parts or accessories, including but not limited to batteries, cables, carrying cases, paper, diskettes, tapes and ribbons;
 - (ii) repair of Asset Monitoring Device that have been repaired by a third party;
 - (iii) repair of Incidents caused by operator-error, unauthorised alterations or unauthorised attempted repair; and
 - (iv) non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.

8.2 Where BT deems on-going accidental damage is to be excessive, systemic or the result of mishandling, BT may review your use of the Asset Monitoring Device. Should such damage continue, you will incur a repair charge at BT's discretion, such charges to be notified to you in advance.

8.3 Service Operation

On and from the Service Start Date, you will:

- 8.3.1 ensure that Users report Incidents to the Customer Contact and not to the Service Centre;
- 8.3.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Centre using the reporting procedures agreed between both of us, and be available for all subsequent Incident management communications;
- 8.3.3 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;
- 8.3.4 ensure that any Customer Equipment that is connected to the Service or that you use, directly or indirectly, in relation to the Service is:
 - (a) connected and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the Service and will not harm or damage BT Equipment, the BT Network, or any of BT's supplier's or subcontractor's network or equipment; and
 - (d) approved and used in accordance with relevant instructions and Applicable Law;
- 8.3.5 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;

- 8.3.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;
- 8.3.7 maintain a list of current Users and immediately terminate access for any person who ceases to be an authorised User;
- 8.3.8 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and:
 - (a) inform BT immediately if a user 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;
 - (b) take all reasonable steps to prevent unauthorised access to the Service; and
 - (c) satisfy BT's security checks if a password is lost or forgotten;
- 8.3.9 if BT requests you to do so, in order to ensure the security or integrity of the Service, change any or all passwords and/or other systems administration information used in connection with the Service; and
- 8.3.10 comply with the provisions of any Software licences provided with or as part of the Service.

8.4 The End of the Service

On termination of the Service by either one of us, or expiry you will be responsible for the disposal of any Customer Equipment in accordance with Paragraph 14.3. In the case of Spare Stock, BT will deliver any Spare Stock to you for your disposal in accordance with Paragraph 14.3, unless BT agrees otherwise.

9 NOTIFICATION OF INCIDENTS

- 9.1 Where you become aware of an Incident:
 - 9.1.1 the Customer Contact will report it to BT's Service Centre;
 - 9.1.2 BT will give you a unique reference number for the Incident ("**Ticket**");
 - 9.1.3 BT will inform you when BT believes the Incident is cleared, and will close the Ticket when:
 - (a) you confirm that the Incident is cleared within 24 hours of being 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 24 hours of BT's attempt to contact you.
 - 9.1.4 If you confirm that the Incident is not cleared within 24 hours of being informed, the Ticket will remain open, and BT will continue to work to resolve the Incident. BT will

10 INVOICING

- 10.1 BT will invoice you for the Charges for the Service as set out in Paragraph 10.2 in the amounts and currency specified in any Orders.
- 10.2 Unless stated otherwise in an applicable Order, BT will invoice you for:
 - 10.2.1 Installation Charges, on the Service Start Date (or monthly in arrears prior to the Service Start Date for any work carried out where the planned installation period is longer than one month);
 - 10.2.2 Recurring Charges, except Usage Charges, monthly in advance on the first day of the relevant month (for any period where Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis);
 - 10.2.3 Usage Charges, monthly in arrears on the first day of the relevant month, calculated at the then current rates;
 - 10.2.4 any Charges for any Purchased Equipment from the Service Start Date, and those Charges which will apply from the date you take delivery or possession of that Purchased Equipment;
 - 10.2.5 De-installation Charges within 60 days of de-installation of the Service; and
 - 10.2.6 any Termination Charges incurred in accordance with Paragraph 11 upon termination of the relevant Service.
- 10.3 BT may invoice you for any of the following Charges in addition to those set out in the Order:
 - 10.3.1 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;
 - 10.3.2 Charges for installing the Service as set out in Paragraph 7.2 outside of Business Hours;
 - 10.3.3 Charges for restoring Service if the Service has been suspended in accordance with Clause 10.1.2 of the General Terms;
 - 10.3.4 Charges for cancelling the Service in accordance with Clause 17 of the General Terms;

- 10.3.5 Charges for expediting provision of the Service at your request after you have been informed of the Customer Committed Date;
- 10.3.6 Charges for repair of Purchased Equipment deemed by BT to have been damaged through improper handling, carelessness or reckless use by you; and
- 10.3.7 any other Charges set out in any applicable Order or as otherwise agreed between both of us.

11 CHARGES AT THE END OF THE CONTRACT

- 11.1 If you exercise your right under Clause 17 of the General Terms to terminate the Contract or any Service for convenience, you will pay BT:
 - 11.1.1 all outstanding Charges for Service rendered;
 - 11.1.2 De-installation Charges;
 - 11.1.3 any remaining Charges outstanding with regard to BT Equipment or Purchased Equipment;
 - 11.1.4 any other Charges set out in the Order; and
- 11.2 If you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT:
 - 11.2.1 for any parts of the Service that were terminated during the first 12 months of the Minimum Period of Service, Termination Charges, as compensation, equal to:
 - (a)
 - (i) 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service; and
 - (ii) 20 per cent of the Recurring Charges for the remaining months, other than the first 12 months, of the Minimum Period of Service; and
 - (b) any waived Installation Charges; and
 - 11.2.2 for any parts of the Service that were terminated after the first 12 months of the Minimum Period of Service or during a Renewal Period, Termination Charges, as compensation, equal to 20 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or the Renewal Period.

12 SERVICE AMENDMENT

- 12.1 You may request, by giving BT Notice, a change to:
 - 12.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or
 - 12.1.2 the Service at any time after the Service Start Date.
- 12.2 If you exercise your right under Paragraph 12.1, and except where change results from BT's failure to comply with BT's obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate including:
 - 12.2.1 the likely time required to deliver the changed Service; and
 - 12.2.2 any changes to the Charges due to the changed Service.
- 12.3 BT has no obligation to proceed with any change that you request under Paragraph 12.1, unless and until we both agree in writing on the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change.
- 12.4 If BT changes a Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, in BT's reasonable discretion, apply additional reasonable one-time and/or Recurring Charges.

13 IP ADDRESSES, DOMAIN NAMES AND TELEPHONE NUMBERS

- 13.1 Except for IP Addresses expressly registered in your name, all IP Addresses and Domain Names made available with the Service will at all times remain BT's property or the property of BT's suppliers and will be non-transferable. All of your rights to use such IP Addresses and/or Domain Names will cease on termination or expiration of the Service.
- 13.2 BT cannot ensure that any requested Domain Name will be available from or approved for use by the Internet Registration Authorities and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.
- 13.3 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.

- 13.4 You are responsible for all fees associated with registration and maintenance of your Domain Name, and will reimburse BT for any and all fees that BT pays to any Internet Registration Authorities, and thereafter be responsible for paying such fees directly to the relevant Internet Registration Authorities.

14 PURCHASED EQUIPMENT

14.1 Consumer Regulations

Where you place an Order acting for purposes which are related to your trade, business or profession, it will be deemed a business to business transaction to which the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply.

14.2 Sale of Goods

The UN Convention on Contracts for the International Sale of Goods will not apply to the Contract.

14.3 WEEE Directive

14.3.1 You will be responsible under Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 (“WEEE Directive”) for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment (“WEEE”).

14.3.2 Each of us acknowledge that for the purposes of Article 13 this Paragraph 14.3 is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.

14.3.3 You will be responsible for any information recording or reporting obligations imposed by the WEEE Directive.

14.3.4 You will indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a third party which would not have been caused or made had you fulfilled your express or implied obligations under this Paragraph 14.3 or in connection with the WEEE Directive.

14.3.5 BT will notify you of any such claims or proceedings and keep you informed as to the progress of such claims or proceedings.

14.4 Transfer of Title and Risk

14.4.1 Where the Purchased Equipment is delivered to a Site that is located within the Territory:

- (a) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you when you have paid for the Purchased Equipment in full;
- (b) if BT delivers or installs the Purchased Equipment, risk will pass to you on delivery of the Purchased Equipment, but you will not be liable for any loss or damage that is caused by BT’s negligence; and
- (c) if BT does not deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment;

14.4.2 Where the Purchased Equipment is delivered to a Site that is not located within the Territory:

- (a) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you upon dispatch from the final shipping point in the Territory (or in transit if shipped from outside the Territory); and
- (b) risk in the Purchased Equipment will pass to you in accordance with Incoterms® 2010 DAP, but you will not be liable for any loss or damage that is caused by BT’s negligence.

14.5 Acceptance

14.5.1 Where the Site is located within the Territory, the Purchased Equipment will be deemed to have been accepted:

- (a) if BT does not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and
- (b) if BT installs the Purchased Equipment, the Service Start Date.

14.5.2 Where the Site is not located within the Territory, acceptance of the Purchased Equipment will be deemed to take place on signature for the delivery at the port of entry, or at the final delivery address(es) that BT agrees with you if BT is shipping the Purchased Equipment.

14.5.3 Except where you have relied on BT’s written advice, it is your responsibility to satisfy yourself as to the suitability of Purchased Equipment for your needs.

14.6 Warranty

- 14.6.1 At any time following the Service Start Date during the period of 12 consecutive months following the Service Start Date (or any other period that BT gives you Notice of), if you report to BT in accordance with Paragraph 9 that there is an Incident in the Purchased Equipment which is due to faulty design, manufacture or materials, or BT's negligence, in accordance with Paragraph 7.4.4 BT will, or will arrange for the manufacturer or other third party to, replace or (at BT's option) repair the part affected by, or causing the Incident free of charge unless:
- (a) the Purchased Equipment has not been properly kept, used and maintained in accordance with the manufacturer's or BT's instructions, if any;
 - (b) the Purchased Equipment has been modified without BT's written consent;
 - (c) the Incident is due to accidental or wilful damage, interference with or maintenance of Purchased Equipment by persons other than BT, or a third party authorised by BT;
 - (d) the Incident is due to faulty design by you where the Purchased Equipment has been manufactured to your design; or
 - (e) the Incident is due to fair wear and tear.
- 14.6.2 BT does not warrant that the Software supplied under the Contract will be free of all Incidents or that its use will be uninterrupted, but BT will remedy any defects that significantly impair performance (where necessary, by arrangement between both of us) within a reasonable time.

14.7 Security

- 14.7.1 You are responsible for the proper use of any user names, personal identification numbers and passwords used with the Purchased Equipment, and you will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.
- 14.7.2 BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.

Part C – Service Levels

15 SERVICE AVAILABILITY

15.1 Availability Service Level

15.1.1 From the Service Start Date, BT will provide the Central Server Software with a target availability corresponding to the applicable SLA Category for the Service as set out in the table in Paragraph 15.2.1 below (the “**Availability Service Level**”). The Availability Service Level only applies to the availability of the Central Server Software and not the functionality of the Asset Monitoring Device(s).

15.1.2 You may request Availability Service Credits for Qualifying Incidents at either:

- (a) the Standard Availability Service Credit Rate, as set out in Paragraph 15.3.5; or
- (b) as applicable, the Elevated Availability Service Credit Rate, as set out in Paragraph 15.3.6.

15.2 SLA Categories

15.2.1 The following table sets out the Availability Annual Targets, the Maximum Annual Availability Downtime, the Maximum Monthly Availability Downtime, the Standard Availability Service Credit Rate, the Elevated Availability Service Credit Rate and the Service Credit Interval for each SLA Category:

Availability Service Level Category	Availability Annual Target	Maximum Annual Availability Downtime	Maximum Monthly Availability Downtime	Standard Availability Service Credit Rate	Elevated Availability Service Credit Rate	Service Credit Interval
Cat A++	≥ 99.999%	5 minutes	0 minutes	4%	8%	5 min
Cat A+	≥ 99.99%	1 hour	0 minutes	4%	8%	15 min
Cat A1	≥ 99.97%	3 hours	0 minutes	4%	8%	1 hour
Cat A	≥ 99.95%	4 hours	0 minutes	4%	8%	1 hour
Cat B	≥ 99.90%	8 hours	1 hour	4%	8%	1 hour
Cat C	≥ 99.85%	13 hours	3 hours	4%	4%	1 hour
Cat D	≥ 99.80%	17 hours	5 hours	4%	4%	1 hour
Cat E	≥ 99.70%	26 hours	7 hours	4%	4%	1 hour
Cat F	≥ 99.50%	43 hours	9 hours	4%	4%	1 hour
Cat G	≥ 99.00%	87 hours	11 hours	4%	4%	1 hour
Cat H	≥ 98.00%	175 hours	13 hours	4%	4%	1 hour
Cat I	≥ 97.00%	262 hours	15 hours	4%	4%	1 hour

15.3 Availability Service Credits

15.3.1 If a Qualifying Incident occurs, BT will measure and record the Availability Downtime for the Site starting from when you report or BT gives you notice of a Qualifying Incident, and ending when BT closes the Incident in accordance with Paragraph 9.1.3.

15.3.2 BT will measure the Availability Downtime in units of full minutes during the Local Contracted Business Hours for Access Line Incidents, and during the Contracted Maintenance Hours for BT Equipment Incidents.

15.3.3 Following the measurement taken in in accordance with Paragraphs 15.3.1 and 15.3.2, BT will calculate the cumulative Availability Downtime for the calendar months in which the Qualifying Incident occurred (the “**Cumulative Monthly Availability Downtime**”) and for the previous 12 consecutive calendar months (the “**Cumulative Annual Availability Downtime**”).

15.3.4 In the event that a Site has been installed for less than 12 consecutive months, BT will apply an assumed Cumulative Annual Availability Downtime for the previous 12 consecutive months for that Site using the Availability Downtime data recorded to date.

15.3.5 If the Cumulative Monthly Availability Downtime of a Site exceeds the Maximum Monthly Availability Downtime, you may request Availability Service Credits at the Standard Availability Service Credit Rate for each stated Service Credit Interval above the Maximum Monthly Availability Downtime.

15.3.6 If the Cumulative Annual Availability Downtime of a Site , measured in accordance with Paragraph 15.3.1 above, exceeds the Maximum Annual Availability Downtime, you may request Availability Service Credits for all further Qualifying Incidents at the Elevated Availability Service Credit Rate for each started Service Credit Interval

above the Maximum Annual Availability Downtime up to and until the Cumulative Annual Availability Downtime by Service is less than the Maximum Annual Availability Downtime.

- 15.3.7 Availability Service Credits are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charges.

16 REQUESTS FOR SERVICE CREDITS

- 16.1 You may request applicable Service Credits within 28 days of the end of the calendar month in which an Incident occurred by providing details of the reason for the claim. Any failure by you to submit a request in accordance with this Paragraph 16.1 will constitute a waiver of any claim for Service Credits in that calendar month.
- 16.2 Upon receipt of a valid request for Service Credits in accordance with Paragraph 16.1;
- 16.2.1 BT will issue you with the applicable Service Credits by deducting those Service Credits from your invoice within two billing cycles of the request being received; and
- 16.2.2 following expiry or termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Service Credits in a reasonable period of time.
- 16.3 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 16.4 The Service Levels under this Schedule will not apply:
- 16.4.1 in the event that Clause 8 of the General Terms applies;
- 16.4.2 during any trial period of the Service;
- 16.4.3 to failures due to any Force Majeure Event;
- 16.4.4 if you cause a delay or do not provide any requested information in accordance with any reasonable timescales BT tells you about;
- 16.4.5 to any Incident not reported in accordance with Paragraph 9 above; or
- 16.4.6 if you have not complied with the Contract.

Part D – Defined Terms

17 DEFINED TERMS

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

“**Access Line**” means a Circuit connecting a Site to the BT Network.

“**Asset Monitoring Device**” means the tracking sensor required to provide the Service, which has the capabilities and specifications as set out at Appendix 1 and are also “**Purchased Equipment**”;

“**Availability**” means the period of time when the Service is functioning.

“**Availability Annual Target**” means the target annual availability of the Service as set out in the table at Paragraph 16.2 for the relevant SLA Category.

“**Availability Downtime**” means the period of time during which a Qualifying Incident exists as measured by BT in accordance with Paragraph 15.3.1.

“**Availability Service Credit**” means the Service Credit calculated at the Standard Availability Service Credit Rate or at the Elevated Availability Service Credit Rate as applicable.

“**Availability Service Level**” has the meaning given in Paragraph 15.1.1.

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

“**Central Server Software**” means the system that is capable of capturing data from an Asset Monitoring Device to give visibility of the status of Customer Assets.

“**Contracted Maintenance Hours**” means the times during which BT will provide maintenance for BT Equipment, which will be Business Hours unless specified otherwise in the Order.

“**Cumulative Annual Availability Downtime**” has the meaning given in Paragraph 15.3.3.

“**Cumulative Monthly Availability Downtime**” has the meaning given in Paragraph 15.3.3.

“**Customer Asset**” means the remote Customer’s item(s) to which the Asset Monitoring Device(s) is attached.

“**Customer Committed Date**” has the meaning given in Paragraph 7.1.3.

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

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

“**DAP**” means Delivered at Place as defined in Incoterms® 2010.

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

“**Domain Name**” means a readable name on an Internet page that is linked to a numeric IP Address.

“**Elevated Availability Service Credit Rate**” means the applicable rate as set out in the table at Paragraph 15.2.1 for the relevant SLA Category.

“**Emergency Procedures**” means any emergency maintenance that BT may have to carry out, updates and other procedures for reasons of health, safety, security or otherwise to protect the Service, and which may cause a disruption to the Service.

“**EU**” means European Union.

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

“**Incoterms® 2010**” means the International Commercial Terms, which are a series of pre-defined commercial terms published by the International Chamber of Commerce and are a trademark of the International Chamber of Commerce.

“**Installation Charges**” means those Charges set out in the Order in relation to installation of the Service and/or any Purchased Equipment, Customer Equipment and/or BT Equipment as applicable.

“**Integrated Services Digital Network**” or “**ISDN**” means a set of communication standards for simultaneous digital transmission of voice, video, data, and other network services over the traditional circuits of the PSTN.

“**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.

“**Internet Registration Authority**” means an internationally recognised organisation that logs the registered owners of Domain Names and manages Domain Name registries for the country or international community that it represents.

“**IP Address**” means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.

“Local Area Network” or **“LAN”** means the infrastructure that enables the ability to transfer IP services within Sites (including data, voice and video conferencing services).

“Local Contracted Business Hours” means the times during which maintenance of any Access Line is provided, which will be Business Hours unless specified otherwise in the Order.

“Maintenance Release” means a type of Software Release which is the collection of cumulative error corrections, which may include enhancements to the existing functionality or performance of the software.

“Major Release” means a Software Release that provides significant new functionalities or performance.

“Maximum Annual Availability Downtime” has the meaning given in the table at Paragraph 15.2.1 for the relevant SLA Category.

“Maximum Monthly Availability Downtime” has the meaning given in the table at Paragraph 15.2.1 for the relevant SLA Category.

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

“Monthly Charges” means the monthly Recurring Charges for the Service and the sum of the Usage Charges for the three full previous months divided by three.

“Network Terminating Equipment” or **“NTE”** means the BT Equipment used to provide the Service, either at the point of connection between the BT Network and the Access Line, or provided at the Site(s) for connection to the Network Terminating Unit.

“Network Terminating Unit” or **“NTU”** means the socket where your wiring, equipment or existing qualifying data service is connected to the Access Line.

“Notice of Non-Renewal” has the meaning given in Paragraph 6.2.2.

“Patch” means a type of Software Release which is a bug fix or software change released to correct verified software errors in the current version.

“Planned Maintenance” means any Maintenance BT has planned to do in advance.

“PSTN” means Public Switched Telephone Network, which is the concentration of the world’s public circuit switched telephone networks.

“Qualifying Incident” means a Severity Level 1 Incident, except where any of the following events have occurred:

- (a) the Service has been modified or altered in any way by you, or by BT in accordance with your instructions;
- (b) Planned Maintenance;
- (c) you have performed any network configurations that BT did not approve;
- (d) an Incident has been reported and BT cannot confirm that an Incident exists after performing tests;
- (e) if on receiving an Asset Monitoring Device reported as faulty by you, BT determines that there is no fault, or
- (f) you requested BT to test the Service at a time when no Incident has been detected and/or reported.

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

“Renewal Period” means for each Service, the initial 30 day period following the Minimum Period of Service, and each subsequent 30 day period.

“Reverse Charge Mechanism” means the method by which customers within the European Union can self-assess for domestic VAT on cross-border purchases in accordance with Articles 194 – 199 of Council Directive 2006/112/EC.

“Service” has the meaning given in Paragraph 1.

“Service Centre” has the meaning given in Paragraph 7.1.1.

“Service Credit Interval” means as set out in the table at Paragraph 15.2.1 for the relevant SLA Category.

“Service Level” means the Availability Service Level.

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

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

“Severity Level 1 Incident” means an Incident that cannot be circumvented and that constitutes a complete loss of Service at the Site or circuit.

“Site” means a location at which the Service is provided.

“SLA Category” means category F, that, in accordance with the table set out at Paragraph 15.2.1, specifies the following in relation to the Service, Site or circuit:

- (a) Availability Annual Target;
- (b) Maximum Annual Availability Downtime
- (c) Maximum Monthly Availability Downtime;

- (d) Standard Availability Service Credit Rate;
- (e) Elevated Availability Service Credit Rate; and
- (f) Service Credit Interval.

“**Spare Stock**” has the meaning given in Paragraph 8.1.13(a).

“**Software Release**” means a Maintenance Release or a Patch.

“**Standard Availability Service Credit Rate**” means the applicable rate as set out in the table at Paragraph 15.2.1 for the relevant SLA Category.

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

“**Termination Charges**” means those Charges incurred in accordance with Paragraph 11.

“**Territory**” means the country in which BT is registered as resident for corporate income tax purposes.

“**Ticket**” has the meaning given in Paragraph 9.1.2 and may also be known as a “**fault reference number**”.

“**Uniform Resource Locator**” or “**URL**” means a character string that points to a resource on an intranet or the Internet.

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

“**User Personal Data**” means the subset of Customer Personal Data that relates to Users.

“**WEEE**” has the meaning given in Paragraph 14.3.1.

“**WEEE Directive**” has the meaning given in Paragraph 14.3.1.