

BT Master Services Agreement

Fault Repair of BT Provided Equipment - Service Annex to the Equipment and Ancillary Services Schedule

BT MSA Reference No. **_****_****

BT will provide a Fault Repair service if ordered by the Customer. The Service may be provided by BT or, by BT's appointed maintainer. The Service is "reactive", that is the equipment is not monitored by BT and BT will respond to faults reported by the Customer. The Service is available for BT Provided Equipment (although may not be available for all such equipment) and Customer Equipment which passes a BT Maintenance Inspection Test, in which BT determines the suitability of the equipment for the service.

BT will not sell a Fault Repair service performed in a country other than the Territory to the Customer in that country, unless that country is within the EU/EFTA. Rather BT will assign provision of the relevant Fault Repair service to a local BT entity (where available, and subject to regulatory requirements), otherwise the Customer will agree to be invoiced outside the country of performance. Notwithstanding any other provisions of this Annex or the General Terms and Conditions, the Customer hereby agrees to any assignment by BT to a local BT entity in accordance with this clause.

1 FAULT REPAIR SERVICE OPTIONS

- 1.1 The Fault Repair service options for BT Provided Equipment (or suitable Customer Equipment) are:
- a) Option 1 - a Fault Repair service provided by BT or BT's maintainer on behalf of BT; or
 - b) Option 2 - Cisco SMARTnet provided by Cisco on behalf of BT (where available).
- 1.2 The Fault Repair service option may not be available for all items and BT will check availability before accepting any Order.

2 Option 1

- 2.1 8 Hours x 5 Days x 4 Hours

This operates during local Business Hours in the country or region where a Site is located, eight hours per day, Mondays to Fridays (excluding public holidays). BT will aim to respond to a fault within four hours of its receipt and if the fault is not cleared within one hour of the engineer arriving on Site, BT's maintainer will advise the Customer of the progress.

- 2.2 24 Hours x 7 Days x 4 Hours

BT will aim to respond to a fault within four hours of its receipt and if the fault is not cleared within one hour of the engineer arriving on Site, BT's maintainer will advise the Customer of .progress.

- 2.3 Where replacement parts are provided by BT's maintainer, the parts removed will become the property of BT's maintainer.
- 2.4 BT's maintainer may remove all or part of the BT Provided Equipment from the Site for inspection, testing and repair, but whenever reasonably practicable will take steps to avoid disruption to the Customer.

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- 2.5 Option 1 covers faults resulting from normal wear and tear and any faults covered under the warranty provisions described in the Sale of Equipment Annex.
- 2.6 The Option 1 fault repair service also covers faults or work resulting from other causes or circumstances, but an additional charges will be payable. Such other causes or circumstances may include:
- (a) misuse; incorrect environmental conditions including incorrect temperature and humidity levels; faulty manufacture or design; mains electrical surges or failures;
 - (b) lightning damage; electromagnetic interference; any other accidental or deliberate damage;
 - (c) correction of defects following the removal or connection of BT Provided Equipment and / or Customer Equipment (as appropriate) other than by BT or its maintainer;
 - (d) connection by the Customer of other equipment to the BT Provided Equipment and / or Customer Equipment (as appropriate); or
 - (e) BT or its maintainer being denied access to the BT Provided Equipment and / or the Customer Equipment (as appropriate).
- 2.7 The Option 1 Fault Repair service does not cover:
- (a) loss of Customer generated software programmes;
 - (b) work at the Customer's request outside the applicable Business Hours for the Fault Repair Service option selected;
 - (c) repair, replacement or re-routing of any Customer wiring or cabling or provision of additional wiring and cabling; or
 - (d) faults reported by the Customer which are excluded by this Service Schedule.

3 Option Two: Cisco SMARTnet

3.1 SMARTnet is a Fault Repair service provided by Cisco on behalf of BT for BT Provided Equipment supplied in the country or countries detailed in the Order Form. SMARTnet is not available if the Customer selects Option 1 as described above.

3.2 BT will provide the SMARTnet Fault Repair service as more fully described in the following url: <http://www.cisco.com/legal/services.html> , which contains a glossary of

Service_Annex_FAULT_REPAIR_OF EQUIPMENT ANNEX_MSAv3_1JUNE08.doc

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terms, cisco severity and escalation guidelines, Services not covered and the latest Service description.

3.3 SMARTnet Options provided by Cisco on behalf of BT

- (a) SMARTnet 1 – Cisco will provide a fault repair service for BT Provided Equipment supplied in the country or countries detailed in the Order Form, operating twenty four hours per day, seven days per week, including local holidays in the country or region where the Site is located. Cisco will deliver replacement parts to the Site where the BT Provided Equipment is registered within 4 hours of Cisco determining that a replacement part is required.
- (b) SMARTnet 2 – Cisco will provide a fault repair service for BT Provided Equipment supplied in the country or countries detailed in the Order Form, during local Business Hours in the country or region where a Site is located, eight hours per day, Mondays to Fridays excluding local holidays. Cisco will deliver replacement parts to the Site where the BT Provided Equipment is registered within 4 hours of Cisco determining that a replacement part is required.
- (c) SMARTnet 3 – Cisco will provide a fault repair service for BT Provided Equipment supplied in the country or countries detailed in the Order Form during local Business Hours in the country or region where a Site is located, eight hours per day, Mondays to Fridays excluding local holidays. Cisco will deliver replacement parts to the Site where the BT Provided Equipment is registered on the next Business Day during local Business Hours provided that the fault request is received before 3:00pm local time on the previous Business Day.
- (d) SMARTnet On-Site - is also available subject to additional charges and can be selected with any of the above SMARTnet options. This option comprises the attendance of a field engineer who will deliver and install the replacement parts for the BT Provided Equipment.

3.4 When the Customer has selected a SMARTnet option and accepted the quotation from BT, registration with Cisco is done electronically by BT. The Customer is notified via an e-mail from BT giving details of the option selected and any telephone numbers to call for support for the BT Provided Equipment.

3.5 Each SMARTnet Option begins on the date that the Customer's Order is accepted by BT and will continue for a period of 12 months from that date. Prior to expiry of the 12 month period the Customer will be contacted by BT to ask if they wish to

- a) renew the SMARTnet Option for a further period of 12 months, or
- b) select another option.

If the Customer wishes to renew its current option or select another option, BT will provide a quotation. BT may decline to provide a quotation if BT is unable to offer the option for the BT Provided Equipment, including without limitation BT's or Cisco's inability to provide the option given the age of the BT Provided Equipment.

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- 3.6 The SMARTnet 1 and SMARTnet 2 options are only available if the distance from the registered Site location for the BT Provided Equipment to the parts depot or authorized Cisco service location is within the following limits
- (a) for the USA within 100 driving miles;
 - (b) for Europe and Canada within 120 driving kilometres;
 - (c) for Australia, New Zealand and select countries in Latin America and Asia within 75 driving kilometres.

Further information on specific countries and / or locations is available from BT.

- 3.7 The SMARTnet Options described in this paragraph 3.4 may not be available for all Cisco Equipment.

4 Minimum Period of Service

- 4.1 The Minimum Period of Service of any Fault Repair service option selected by the Customer shall be stated on the Order Form and will commence on the Operational Service Date.
- 4.2 Following expiration of the Minimum Period of Service of any Fault Repair service option selected by the Customer, the Fault Repair service option shall continue in full force and effect until terminated by either Party, in accordance with the General Terms and Conditions of the Master Services Agreement.

5 Charges

- 5.1 Charging for the Fault Repair service shall begin on the Operational Service Date.
- 5.2 Charges for the Fault Repair services are set out in the Order Form.

6 Termination of the Fault Repair Service

Except as provided for in the Master Services Agreement if the Customer terminates the Fault Repair service option (or if BT terminates the Fault Repair service for breach by the Customer) at any time during the Minimum Period then in addition to all outstanding charges for Service rendered, the Customer must pay BT a termination charge of 30 per cent of the Fault Repair service option charges remaining at the date of termination.