

## 1 Definitions

The following definitions shall apply to the provision of the Service, in addition to those in the Agreement.

**“Appendix”** means any appendix to this Service Schedule which will form part of this Service Schedule.

**“Configuration File”** means a record of the Customer’s configuration and data.

**“CPE”** means customer premises equipment which is any equipment (including software embedded in or run on such equipment), whether BT Equipment, BT Provided Equipment or Customer Equipment which is, maintained or managed by BT as part of the Service.

**“Customer Network”** means the Customer’s private telecommunications network comprising any Wide Area Network (WAN), Local Area Network (LAN), managed security services and/or voice services, as appropriate and as configured so that traffic can be delivered over the network.

**“Internet Protocol”** or **“IP”** means a network layer protocol offering a connectionless inter-network service.

**“IP Telephony”** or **“IPT”** means the delivery of voice and multimedia communications over Internet Protocol networks.

**“Maintenance”** means, a fault repair service for CPE.

**“Wireless LAN”** means the transmission of data over electromagnetic waves using CPE including access point and client adapter equipment.

## 2 LAN Connect global Service Description

2.1 LAN Connect global (“the **Service**”) is a modular managed service comprising the supply, installation and support of IP Telephony (that is voice communications carried on an IP network) and LAN (Local Area Network) equipment and related services. The Service will include any elements described in an Appendix to this Service Schedule if selected by the Customer as set out in an Order.

2.2 BT may need to perform a Site survey(s) before providing the Service. BT may charge the Customer for any Site survey. If the Site survey determines that additional work is necessary for provision of Service, BT will charge the Customer for the additional work and reserves the right to review the Charges for the Service detailed in the Order.

2.3 BT may agree to the Customer’s request to extend the Service to CPE managed over a third party WAN. BT will not be responsible for the performance of the third party WAN or failures of the Service caused by failures on the third party WAN.

## 3 Equipment Delivery and Service Options

### 3.1 Equipment Provision

BT will supply BT Provided Equipment subject to the Terms and Conditions of the Sale and Supply of Equipment Annex of the Agreement. The BT Provided Equipment will be staged before installation. Staging will normally be done at the premises of the BT installer, but may take place at the Customer Site.

### 3.2 Customer Equipment (Existing at the time of Order)

3.2.1 If Customer Equipment is used in connection with the Service and the Customer has ordered maintenance and management services for it from BT, BT shall be entitled to inspect and test the Customer Equipment at any time subject to the agreed Site access requirements. Provision of maintenance and management is subject to:

- (a) BT and the Customer completing a Customer Equipment inventory, which will be incorporated in the Order;
- (b) The Customer Equipment being in good operating condition, at the appropriate release of hardware and/or software and compatible with any other services provided by BT; and

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- (c) The Customer paying BT's reasonable Charges to perform a Maintenance Acceptance Test; and
  - (d) The Customer ordering Rapid Diagnostics and Project Managed Install.
- 3.2.2 A BT Project Co-ordinator or BT Project Manager, as appropriate, will work with the Customer to establish a project initiation document, agree lead times and plan implementation testing and commissioning activities.
- 3.2.3 The Customer Equipment at each Site must have the same level of Maintenance as selected for all other relevant CPE at such Site.
- 3.2.4 BT must be given access to the Customer Equipment configurations and the Customer must specify its configuration requirements in the Order if BT will be responsible for configuring the Service.
- 3.2.5 Title and risk in any Customer Equipment will remain with the Customer.
- 3.2.6 The Customer will pay BT's reasonable Charges for any work that BT has to perform to repair, modify or adjust the Customer Equipment (including software upgrades and required number of licenses) which are necessary for BT to provide the Service.
- 3.2.7 The Customer must inform BT of any changes to the Customer Equipment that affect the inventory list. Such changes will be subject to review and acceptance by BT and may incur additional Charges.
- 3.2.8 The Customer is responsible for all existing cabling and ensuring that additional applications are not installed on any servers being maintained by BT, unless previously agreed by BT in writing.
- 3.2.9 The Customer is responsible for the accuracy of the Customer Equipment inventory. The Customer will be responsible for any costs incurred by BT for work done on any CPE not included in the Customer Equipment inventory and for correcting the inventory.

### **3.3 Provision Options**

The following paragraphs apply in addition to the provisions of the Agreement for all delivery options described below

- 3.3.1 BT will contact the Customer to arrange a suitable appointment to deliver and install the CPE. Provision work will be carried out during a Business Day.
- 3.3.2 The OSD will not be delayed if there are minor defects which do not materially affect the performance of the Service. BT will take reasonable steps to correct any such defects as soon as practicable.
- 3.3.3 BT will provide the Customer with any relevant documentation, cables, accessories and packaging supplied by the CPE manufacturer.
- 3.3.4 The Customer is responsible for providing all relevant patch leads for connection to the Service. BT will not be responsible for the condition or compatibility of such leads.
- 3.3.5 The Customer is responsible for the disposal of any packaging.

### **3.4 Project Managed Install - With a BT Project Manager or BT Project Co-ordinator**

- 3.4.1 BT will provide a BT Project Manager or a BT Project Co-ordinator, depending on the Order. The Project Manager/Co-ordinator will be the Customer's single point of contact for managing implementation of the Service. The Project Manager will be based in one country and will work during the Business Hours of that country.

The Project Manager will be available to meet the Customer to agree the implementation plan and conduct project review meetings. Any travel by a Project Manager outside their "home" country will incur additional Charges.

The Project Co-ordinator will be office based and will not meet the Customer.

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- 3.4.2 BT will prepare a technical design specification for the Service. The Customer shall provide any configuration details requested by BT. Any request by the Customer for additional work outside the scope of the original technical design specification will incur additional Charges.
- 3.4.3 The Project Manager/Co-ordinator will provide the Customer with a detailed customer handbook containing information relating to the Service provided, and relevant contact points within BT.
- 3.4.4 BT will arrange for the CPE to be delivered to Site. Subject to any Site constraints, BT will unpack, and install the CPE at Site. BT will connect the CPE to the power supply and ensure that the CPE powers up correctly.
- 3.4.5 BT will configure the CPE, as appropriate, so that traffic can be transmitted across the Customer's network as set out in the technical design specification. BT will carry out tests to ensure that the configuration is working correctly. The OSD occurs on successful completion of the tests.

## **3.5 Configuration Management Options**

The Service is only provided in relation to the current version of software supported by BT at the current feature set.

### **3.5.1 Archive Active Software Configuration**

BT will archive Configuration Files and restore the configuration if there is a network failure. Archive files will be prepared each week and the last three (3) configurations for each device will be stored. The Customer may request the restoration of Configuration Files for any other reason provided that the total number of restorations made in any SLA Year starting on the Operational Service Date, does not exceed a sum equivalent to three (3) restorations per device per SLA Year.

### **3.5.2 Converged IP Application – On site Archive and Restoration**

BT will archive Configuration Files and restore the configuration if there is a network failure. Archive files will be prepared and stored every day. The number of configuration files that can be stored will depend on the size of the files and the capacity of the storage device. BT's target is to store a minimum of three (3) configurations.

## **3.6 Fault Reporting and Fault Repair**

There are two Fault Repair options, and the option selected will be specified on the Order. These options may not be available in all locations.

### **3.6.1 9 \* 5 \* 4 On Site Maintenance for CPE**

This operates between 8am and 5pm (9 Hours) on a Business Day. BT will aim to get to Site within four (4) hours of confirming a Site visit is required. If there are less than four (4) Business Hours left in the Business Day when the fault report is received, the visit may be on the next Business Day. If BT agrees to perform work outside Business Hours it will be at an additional Charge. The Charges will be agreed before any work is performed.

### **3.6.2 24 \* 7 \* 4 On Site Maintenance for CPE**

This operates twenty four (24) hours per day, seven days per week, including national, public or bank holidays. BT's target is to get to Site within four (4) hours after confirming a Site visit is required.

3.6.3 When reporting fault(s) the Customer must provide all information reasonably required by BT, such as the Site location, CPE serial number, reconfiguration details and where appropriate the circuit number. BT will give the Customer a fault reference number. All communication about a reported fault must be made with the BT Customer Service Centre and must quote the reference number.

3.6.4 If BT identifies that a fault is due to unauthorised activity or access to the Customer's network, BT's only obligation will be to attempt to restore Service by installing the last archived configuration available, where applicable. Any further maintenance activity required as a result of the unauthorised activity or access will be subject to BT's agreement. The Customer agrees to pay BT's reasonable Charges for such work.

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- 3.6.5 Faults in hardware will be corrected by repair or, at BT's option, replacement of the affected item. Except in the case of BT Equipment which at all times remains the property of BT, replacement items of equipment will become the property of the Customer and replaced items will become BT's property. Expended consumable items will be replaced but BT may make an additional Charge.
- 3.6.6 Except for faulty IP Telephony handsets, BT will inform the Customer when a fault has been cleared, and will close the associated trouble ticket when either the Customer confirms within twenty (20) minutes that the fault is cleared, or BT has attempted and failed to contact the Customer and the Customer does not respond within twenty (20) minutes.
- 3.6.7 If the Customer orders replacement service for faulty IP Telephony handsets and BT informs the Customer that a replacement IP Telephony handset is necessary, then a BT configured replacement will be sent by mail the next Business Day to the Customer Contact. The faulty handset must be returned to the address specified by BT. BT will charge the Customer for any handsets not returned within ten (10) Business Days.
- 3.6.8 The standard Charges for the Fault Repair Service cover faults resulting from normal wear and tear.
- 3.6.9 Additional Charges will apply for repair of faults or work required due to other causes such as:
- (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, or any other accidental or deliberate damage;
  - (c) Correction of defects following the removal or connection of CPE other than by BT;
  - (d) Connection by the Customer of other equipment to the CPE; and/or
  - (e) BT being denied access to the CPE.
- 3.6.10 The Fault Repair Service does not cover:
- (a) Loss of Customer generated software programmes;
  - (b) Work at the Customer's request outside of a Business Day;
  - (c) Repair, replacement or re-routing of any Customer supplied wiring or cabling or provision of additional wiring and cabling; or
  - (d) BT Provided Equipment peripheral items including but not limited to printers, card readers, touchscreen displays, and signature capture devices.
- 3.6.11 The Customer agrees:
- (a) To care for and use the CPE in accordance with any BT and manufacturer's instructions and to use it only for a purpose for which it was designed;
  - (b) Not to repair, adjust, or modify the CPE without BT's written consent. However, the Customer may make configuration changes in accordance with and within the limits specified in the supplier's documentation and within the terms of any relevant approval. The Customer must notify BT of any such changes; and
  - (c) To co-operate in diagnosing faults by carrying out any diagnostic and test routines requested by BT or included in the manufacturer's instructions, and allowing BT to carry out remote diagnostic tests where appropriate.
- 3.7 Reactive Fault Management / Rapid Diagnostics**
- 3.7.1 BT will provide the Customer with a single point of contact helpdesk, available twenty four (24) hours a day for reporting faults. The Customer Contact will contact the helpdesk using the telephone number BT provides. The Customer will carry out an initial diagnosis before reporting a fault to BT; to ensure that only faults in the Service are reported.
- 3.7.2 BT will aim to repair faults within four (4) hours of the fault being logged, except where the repair requires a Site visit. BT will interrogate the Service remotely using the management

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links to determine the root cause(s) of the problem. If possible the problem will be rectified remotely. Where it is not possible to fix the problem remotely a Site visit will be scheduled in line with the Fault Repair service option the Customer has ordered.

- 3.7.3 BT will charge the Customer for time taken to repair faults caused by errors in CPE configurations managed by the Customer.
- 3.7.4 If a vendor issues a warning about vulnerability in its product, BT will assess the implications and recommend any actions that should be taken to protect service. BT accepts no responsibility for any impact on the Customer's Service or losses incurred as a result of such vulnerabilities.

### **3.8 Proactive Fault Management Options**

This Service enables BT to detect potential problems and take steps to resolve them before they become Service affecting. It is provided using the management connection between the CPE and the BT remote management centre. The method of monitoring will vary according to the type of CPE that is being monitored. The Customer acknowledges that polling of LAN CPE connected as a stack may be limited to polling of the stack.

If a Service affecting fault is found then BT will carry out remote diagnosis. BT will log the fault in its fault management system and take corrective action to resolve the fault, in accordance with the Fault repair Service Option the Customer has ordered. BT will inform the Customer Contact of action taken and whether further action is required. If a Site visit is necessary it will take place during the hours of the Maintenance option selected in the Order.

If the Service includes Firewall equipment, BT will devise and implement any management IP addresses which may be required on the router through which the Firewall is connected to the management circuit.

#### **3.8.1 Proactive Alarm Monitoring**

BT will monitor the status of CPE for basic operational signs to check that they are functioning correctly. BT will also collect additional alarm information enabling BT to determine whether the equipment is running with reduced functionality or reduced capacity.

#### **3.8.2 Proactive Fault management**

As well as the tasks of Proactive Alarm Monitoring, BT will monitor performance indicators such as central processor unit, backplane utilisation, port utilisation and protocol errors of infrastructure ports.

#### **3.8.3 Critical Port Monitoring**

BT will proactively monitor critical ports to show they are operating correctly. BT will monitor the critical ports continuously for status and performance information. The critical ports will be specified by the Customer and must be active twenty four (24) hours per day seven (7) days per week. Provision of this Service option is subject to BT verifying that it is technically feasible to monitor the critical ports specified.

#### **3.8.4 IP Telephony Performance Management**

BT will monitor the status of the Customer's IP Telephony Service for basic operational signs to check that it is functioning correctly and to collect additional alarm information to determine whether the Service is running with reduced functionality or reduced capacity. BT will also monitor performance indicators such as Server Alarms, Call Availability and Voice Quality.

### **3.9 Performance Reporting**

BT provides Performance Reports for LAN and IPT Devices. The Service does not include any interpretation of the reports provided. BT will use its reasonable endeavours to ensure the accuracy and timeliness of the reports and the availability of any information which is to be provided online.

#### **3.9.1 LAN Performance Reporting**

Information will be provided in graphical (dashboard) and/or text format. Historical information covering the last twelve (12) Months is included where relevant and available. Three service options are available, Silver, Gold or Platinum Reports. The Customer must order the same reporting package across all devices.

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Performance Reporting is not available for any Wireless LAN.

### 3.9.2 IP Telephony Performance Reporting

BT provides two levels of reporting for IPT. The IPT Performance Reporting Services are available if the Customer has also ordered the IP Performance Management Service and have a Minimum Period of Service of three (3) years.

#### 3.9.2.1 IP Telephony Summary Reporting

BT will provide a range of reports with information on voice quality, call records, route pattern analysis and hardware performance. Daily, weekly and monthly reporting options are available and generally information is provided in graphical as well as text format.

Data will be stored online for a period of six (6) Months and stored offline for a period of two (2) years. Daily, weekly and monthly summary reports will be overwritten on a rolling basis but the Customer will be given the opportunity of, and be responsible for downloading reports for local storage.

#### 3.9.2.2 IP Telephony Real Time Reporting

The Customer must also order IP Telephony Summary Reporting. BT will give the Customer access to a secure web portal for accessing reports online. The BT reporting system will use end to end near real time data to give a current view of the main performance parameters, e.g. CPU utilisation, memory utilisation, disk partition performance, IP Telephony and PSTN trunk availability and voice quality.

## 3.10 Professional Services and Customer Training

BT provides Professional and Customer Training Services, delivered during Business Hours. These services will be delivered as specified on the Order.

If the Professional Service includes advice or work relating to any Customer Equipment, either operated by or on behalf of the Customer, or to the Customer technical design, BT does not guarantee that, following provision of the Professional Services, the Customer Equipment or the Customer's network will not be subject to any unlawful access, fraud or other misuse. BT will have no liability to the Customer in respect of such unlawful access, fraud or other misuse.

## 4 BT's Responsibilities

### 4.1 BT Service Management Boundary

4.1.1 BT's responsibility for LAN services ends at the port level of the LAN media and does not extend beyond the interface on the hub, switch or router.

4.1.2 BT's responsibility for voice services ends at the Private Branch Exchange (PBX) connected to BT's remote management interface and does not extend to Site wiring, telephone handsets (or other call terminating/receiving devices). For IP PBX's, BT's responsibility ends at the router or server the solution resides on.

4.2 BT accepts no liability for the quality of any IP Telephony voice calls which are made across any network unless such calls are enabled to be carried over BT's MPLS network as EF Class.

## 5 The Customer's Responsibilities

### 5.1 General

5.1.1 In addition, to the responsibilities set out in the General Services Schedule the Customer Contact will have the authority to make requests or agree proposals for changes to the Service, including withdrawal or suspension of access to the Service by Users. The Customer Contact will represent the Customer and reach agreements on the Customer's behalf at all meetings with BT.

5.1.2 The Customer must specify in the Order a contact person at each Site whom BT can contact during implementation any any repair of Service.

5.1.3 The Service requires the Customer to have a BT provided WAN. The WAN must remain in place for the duration of the Service. The WAN will be used by BT to provide remote management. If the Customer does not have a BT provided WAN then a fixed management

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- link must be provided between the Customer Site and the BT management centre. There will be additional Charges for this link.
- 5.1.4 Delivery of the Service is dependent on the Customer providing a complete and up to date description/inventory of the applicable LAN infrastructure or CPE. If the Customer cannot provide this, then BT will provide consultancy services (at an additional Charge) in order to obtain the information.
- 5.1.5 The Customer is responsible for the provision, installation, configuration, operation, monitoring and maintenance of equipment and cables connected to the Service but not provided by BT. This includes any equipment the Customer requires to perform its own network management, if management is not being provided by BT. BT does not make any undertaking regarding the interoperability of such equipment and cables with any CPE or Service supplied by BT.
- 5.1.6 The Customer is responsible for ensuring that it obtains the appropriate number of User and software licences for the duration of the Service.
- 5.1.7 Unless the Customer has ordered Configuration Management, the Customer is responsible for
- (a) devising any IP addresses required for network management of the LAN (including IP Telephony); and
  - (b) using the appropriate software to back-up, store, archive and maintain all configurations.
- 5.1.8 The Customer shall be responsible for ensuring the compatibility of any applications it wishes to use with the Service, except applications that are provided by BT.
- 5.1.9 Any proposed change to the location of CPE requires BT's consent and may require a Site survey. Any re-location of CPE and associated Site survey will incur additional Charges.
- 5.1.10 Unless otherwise agreed in writing, the Customer is responsible for maintaining a copy of the latest CPE configuration to enable reloading in the event of hardware failure.
- 5.1.11 The Customer grants BT authority to undertake all necessary data verification exercises including but not limited to the review of information contained on any BT system, reasonably required to support any changes to the Service.
- 5.1.12 The Customer acknowledges that following a Wireless LAN Site survey, any change to the accommodation layout that may occur on the Site or in the surrounding area may affect the transmission of the electromagnetic waves used by the Wireless LAN, and BT has no liability for any failure to provide, maintain or repair Service which results from such change.
- 5.1.13 The Google Play Store for Android based devices requires a Google account. The use of any application downloaded from it are in accordance with Google's terms.
- 5.2 Voice Specific Customer Responsibilities**
- 5.2.1 The Customer is responsible for
- (a) integration of features and functionality of the BT provided IP Telephony service with any solution that is not provided by BT. BT reserves the right to charge for any necessary integration work it does;
  - (b) installation and maintenance of any Softphone or wireless phone provided by BT as part of the Service;
  - (c) providing and maintaining, if applicable, its own application environment; and
  - (d) maintenance of any anti-virus or other security software applicable to the Service loaded, including new software updates and patches.
- 5.2.2 In addition to the Customer's responsibilities set out in 5.2.1, if BT is providing IP Telephony service across a WAN and/or LAN that is not maintained by BT then the Customer is responsible for:
- (a) design, configuration, implementation, maintenance and support of the WAN and/or LAN;

- (b) ensuring that the WAN and/or LAN can carry real time-sensitive traffic;
- (c) maintaining end to end integrity of the WAN and/or LAN solution and instructing the WAN and/or LAN service provider(s) to work with BT to ensure end to end voice quality; and
- (d) ensuring that its WAN and/or LAN solution integrates with the BT provided IP Telephony service, and any other element of the solution that is not provided by BT

### **5.3 LAN Specific Customer Responsibilities**

If BT is providing a LAN, but not the associated WAN then the Customer is responsible for:

- (a) design, configuration, implementation, maintenance and support of the WAN;
- (b) integration of features and functionality between the BT provided LAN Service and the WAN; and
- (c) ensuring that the WAN solution integrates with the BT provided LAN and any other element of the solution not provided by BT. BT reserves the right to charge for any necessary integration work it does.

### **5.4 CPE Customer Responsibilities**

The Customer is responsible for ensuring the Customer Equipment provided is suitable for its needs and compatible with the Service.

- (a) Unless otherwise expressly permitted by BT, the Customer agrees that all equipment such as routers, modems, terminal adapters or other devices by means of which a connection can be made between the Customers WAN or LAN or both, will constitute Customer Equipment and be subject to maintenance by BT in accordance with the requirements as set out in the Order.
- (b) If software is supplied under this Service Schedule, the Customer must retain and store such software for future use by BT.
- (c) The Customer will provide suitable racking to house the CPE and will ensure that all areas containing permanently installed CPE are maintained in a clean condition.
- (d) The Customer will not stack any equipment or materials on top of the CPE and will ensure it is properly ventilated at all times. The Customer will ensure that there is a reasonable working area around the CPE.
- (e) The Customer shall operate the CPE in accordance with any instructions issued by its manufacturer or by BT and shall not repair, adjust or modify it without BT's prior written consent. However, the Customer may make configuration changes in accordance with the procedure and parameters set out in any documentation applicable to the CPE, and shall keep BT informed of any such changes.
- (f) If the Customer has not ordered a Maintenance option, then the Customer is responsible for any maintenance and BT accepts no responsibility or liability for any such work which shall be carried out at the Customers risk.

## **6 Charges and Payment Terms**

- 6.1 Charges will be as detailed on the Order and will be paid in accordance with the Agreement.
- 6.2 Unless otherwise expressly specified by BT, charges for use by the Customer of PSTN or mobile communications in order to gain access to the Service are not included in the Charges for the Service. If the access network used by the Customer is provided by BT, BT will levy the applicable charges, under the relevant contract. However, if a call to the Service is generated from another licensed operator's network, the call will be subject to the terms, conditions and charges of that other licensed operator and the Customer is responsible for paying all applicable charges directly to the relevant telecommunications service provider.
- 6.3 BT reserves the right to levy additional Charges if BT's obligations are made more onerous as a result of any act or omission on the part of the Customer.

## **7 Internet**



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- 7.1 If the Customer uses the Service to access the Internet, access and use of the Internet is solely at the Customer's risk and subject to all applicable laws. BT has no responsibility for any information, software, services or other materials obtained by the Customer using the Internet.
- 7.2 The Customer acknowledges that BT has no control over the information transmitted over the Service and that BT does not edit, review or modify such information. BT hereby excludes all liability for any information or material which can be accessed using the Service and for the transmission or reception of information of whatever nature. BT shall not be responsible for any goods (including software) or services provided by third parties advertised, sold or otherwise made available by means of the Service or on the Internet.

### **8 Limitation of Liability**

In addition to the provisions of the Agreement:

- 8.1 BT is not liable to the Customer, whether in contract, tort or otherwise, for the acts or omissions of other providers of telecommunications or Internet services (including Domain Name registration authorities) or for faults in or failures of their equipment.
- 8.2 BT shall not be liable for any incidents caused by or any other work carried out by previous maintainers and for any interference caused by other parties using the same technology which were not present or detectable at the time of a Wireless LAN survey.
- 8.3 Although BT will use reasonable care and skill in carrying out its obligations under this Annex in accordance with the applicable arrangements, it is not possible to ensure that all instances of fraud, misuse, unwanted or unauthorised activity or access to the Customer Network will be prevented or detected. Whenever BT becomes aware that security has been compromised, BT may take any of the actions specified in the Agreement in order to limit any further occurrences of fraud, misuse, unwanted or unauthorised activity or access to the Customer's network. Nevertheless, BT accepts no liability for any such incidents or for any information held on the Customer's network, whether generated within the Customer's network or transmitted onto it from the Internet or otherwise, or for any loss or damage suffered by the Customer including corruption or destruction of any data held on the Customer's network which occurs as a result of any breach of security, irrespective of the cause. The Customer shall take responsibility for the content and application of security policies designed to prevent unwanted or unauthorised activity or access to the its network and for the implementation of suitable data archiving or other housekeeping activities which could minimise the effect of any breach of security.

### **9 Termination of Service**

- 9.1 If the Customer terminates the Service or any part of Service at any Site, before the OSD, (other than for the default of BT), or if BT terminates Service or any type of Service at a Site under the terms of the Agreement, BT may charge the Customer for any work performed, money spent or commitments entered into to meet the Customer's requirements up to and including the time of such termination and for any expenses incurred in removal from the Site of CPE. BT also reserves the right to review the Charges for Service to the remaining Sites, from the OSD for each Site.
- 9.2 If the Customer terminates Service or any particular type of the Service at any Site after the OSD (other than for default by BT) or if BT does so, then the Customer will pay:
- (a) Any applicable outstanding connection or maintenance Charges; and
  - (b) The Charges payable for the remainder of the Minimum Period of Service in respect of maintenance of LAN equipment taken over in accordance with this Annex; and
  - (c) Termination Charges equal to thirty-five (35) percent of the total outstanding recurring and/or maintenance Charges payable for the remainder of the Minimum Period of Service, and
  - (d) any costs incurred by BT and detailed in paragraph 9.1.

### **10 Service Levels**

The Service Levels set out in section seven of the General Service Schedule apply to the Service.

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10.1 For the avoidance of doubt:

- (b) IP Telephony handsets are outside the IP Telephony Service Management Boundary.
- (c) The Availability SLA is not available in locations. The Availability target, if any, for each Site will be specified in the Order.

10.2 The Availability Categories are:

<b>LAN</b>	<b>Category</b>
With Resilience (Dual Core Switches / Supervisors and Redundant Power)	Cat A
No Resilience	Cat C

<b>IP Telephony</b>	<b>Category</b>
Full Resilience (Clustered Servers)	Cat A
Partial Resilience (Box Resilience: Dual Processors and Mirrored Discs)	Cat C
No Resilience	Cat E

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**Appendix 1 - BT One Enterprise Cisco**

If selected by the Customer as set out in the Order, the BT One Enterprise Cisco service will form part of the Service and this Appendix 1 will apply.

**1. Defined Terms**

In addition to all defined terms elsewhere in the Agreement, capitalised terms used in this Appendix 1 will have the following meanings:

“**BTEOC**” has the meaning given in clause 2.1 of this Appendix 1.

“**Cisco Essential Operate Service**” means a service that can be purchased by the Customer for 1, 2 or 3 year terms and that allows BT to activate the Unified Communications Software Subscription; and access Cisco online resources and technical services on behalf of the Customer.

“**Cisco Unified Communications Manager**” or “**CUCM**” means a server based IP-PBX using Linux OS and providing call control and voice application features for enterprise networks.

“**Cisco Unified Communications Manager Business Edition**” or “**CUCMBE**” means a mid-size version of CUCM which is offered as an integrated all-in-one system on a single server, suitable for 1000 Users or less.

“**Cisco Unified Communications Manager Express**” or “**CUCME**” means an IOS based IP-PBX providing call control and voice application features.

“**Cisco Unified Communications Software Subscription**” means a subscription which can be purchased by the Customer for 1, 2, 3 or 5 year terms and, if activated and linked to a Cisco Essential Operate Service, entitles the Customer to software upgrades in accordance with clause 5.1 of this Appendix 1.

“**Cisco Unified Workspace License**” means a User-based licensing model which allows the Customer to purchase a bundled package of unified communications application options.

“**Cisco User Connect License**” means a User-based licensing model which allows the Customer to purchase a-la-carte unified communications application options.

“**CoS**” means “**Class of Service**”

“**Customer Handbook**” means the handbook provided to the Customer by BT which provides further information about BTEOC.

“**CRM**” means Customer Relationship Management.

“**DCSP**” means Differentiated Services Code Point.

“**Dual Mode Device**” means a dual mode Mobile Device from the List of Approved Devices that is able to switch from Wi-Fi to GSM. Dual Mode Devices are not supplied as part of this contract and may be purchased separately by the Customer from BT or from third parties.

“**GSM**” means Global System for Mobile Communications.

“**List of Approved Devices**” means the list published by BT from time to time detailing the Mobile Devices suitable for use with mobility applications supplied under this Agreement.

“**Mobile Client**” means the software loaded on the User's Mobile Device which enables voice and data traffic to be transmitted using GSM or WiFi networks (when available).

“**Mobile Device**” means a mobile phone upon which the Mobile Client is loaded. The Mobile Device is procured by the Customer against a separate contract (which may or may not be with BT) and any associated charges are a matter between the Customer and their MNO and do not form any part of this Agreement.

“**MNO**” means Mobile Network Operator.

“**NAS**” means Network Attached Storage.

“**Onsite Archive & Restoration Service**” means the service described in clause 3.5.2 of the Service Schedule.

“**PSTN**” means Public Switched Telephone Network.

“**SIP**” means Session Initiation Protocol.

“**Single Mode Device**” means a Mobile Device operating over the mobile network only, ie GSM / GPRS / 3G.

“**SCCP**” means Skinny Client Control Protocol.

“**SQL**” means Structured Query Language.

“**Subscriber Identity Module**” or “**SIM**” means the smart card within a mobile or cellular handset.

“**TAPI**” means Telephony Application Programming Interface.

“**Wi-Fi**” means the underlying technology of WLAN based on the IEE 80211 specifications.

“**Wireless LAN**” or **WLAN**” means the transmission of data over electromagnetic waves using CPE including access point and client adapter equipment.

## 2. **BT One Enterprise Cisco Service Overview**

2.1. The BT One Enterprise Cisco (“**BTOEC**”) service enables the processing, switching and transmission of voice, video and data traffic using open standard IP Telephony technology.

2.2. BT does not guarantee and accepts no liability for the quality of any IP Telephony voice calls which are made across any network which is not enabled to carry CoS 1 data from the CoS 3 Model or Expedite Forwarding from the DSCP CoS Model.

## 3. **BTOEC Service Components**

BT will provide to the Customer at least one of the following four BTOEC components:

3.1. **Cisco Unified Communications Manager:** CUCM supports Cisco IP end points using SCCP and SIP and can be integrated with other UC applications to deliver additional functionality including voicemail, unified messaging, contact centre, session management, conferencing and mobility.

3.2. **Cisco Unified Communications Manager Business Edition:** CUCMBE can be integrated with the full range of IP endpoints and UC applications to deliver additional functionality including voicemail, unified messaging, contact centre, conferencing and mobility.

3.3. **Cisco Unified Communications Manager Express:** CUCME supports Cisco IP end points using SCCP and SIP and can support traditional PSTN connectivity options using both digital and analogue lines. CUCME can also provide integrations with TAPI clients, has a basic automatic call distribution application option, and can provide an integrated auto attendant, voicemail and interactive voice response systems.

## 4. **BTEOC Additional Service Features**

BT will provide to the Customer the following additional service features for BTOEC if selected by the Customer as set out in the Order:

### 4.1. **Messaging:**

4.1.1. **Voice Mail:** enables Users to manage call handling and voice messages.

4.1.2. **Unified Messaging:** a type of voice mail service that provides additional functionality by interfacing with a User’s email client.

4.2. **Presence:** enables publication, collection and oversight of Users’ status (e.g. ‘on a phone call’, ‘in a meeting’, ‘away’, available’).

4.3. **Conferencing:** includes a range of voice, video and web conferencing capabilities.

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- 4.4. **Contact Centre:** provides the following three primary functions:
- 4.4.1. The 'interactive voice response' function provides interaction with callers by way of either dual tone multi frequency (tones generated by pressing the numbers on a phone's keypad) or speech input.
  - 4.4.2. The 'automatic call distribution' function provides the ability to intelligently route and queue calls to agents.
  - 4.4.3. The 'computer telephony integration' function provides interaction with other windows-based desktop applications, such as database interrogation. This does not though extend to full computer telephony integration with CRM systems.
- 4.5. **Mobility**
- 4.5.1. Where Mobility applications are provided BTOEC is delivered as a BT managed fixed-mobile convergence service enabling integration of the enterprise PBX and fixed voice infrastructure with the Users' Mobile Devices.
  - 4.5.2. Mobility services consist of two principal components: a server based application providing the processing; and call routing intelligence and software Mobile Client which provides the end user functionality on the Mobile Device.
  - 4.5.3. The Customer will have the following responsibilities:
    - (a) It is the Customer's responsibility to download the Mobile Client onto the User's Mobile Device.
    - (b) The Mobile Devices provided for Users by the Customer will support other Customer provided applications which may require a client download and security settings as defined by the Customer. BT is not responsible for issues arising from interaction between the Mobile Client and other applications/clients co-resident on the Mobile Device.
    - (c) For Single Mode solutions, the Customer is responsible for provision of suitable Mobile Devices and SIM cards.
    - (d) For Dual Mode solutions, the Customer is responsible for the supply of suitable Dual Mode Devices and SIM cards.
    - (e) The Customer is responsible for ensuring that the contract for Mobile services with their MNO is compatible with a fixed-mobile convergence service from BT.
    - (f) In the event that the changes are made to the Customer's mobile service under the contract with their MNO then any impact upon the Mobility service provided by BT under this Agreement attributable to such changes shall incur additional charges to restore BTOEC.
- 4.6. BT's responsibility for the Mobility service ends at the Software and server installed at the Customer's Site(s) and any Dual Mode Device(s) provided by BT under this Agreement (the "**Service Management Boundary**"). This includes provisioning, maintenance and management of all elements up to the Service Management Boundary. All Customer supplied applications (including those supplied by the Customer on the Mobile Devices) and services used in conjunction with the Mobility service are the Customer's responsibility and are outside of the Service Management Boundary.
- 4.7. **Voice Recording:** enables the capture of conversations, instant messaging interactions, email contacts, key strokes and data input between the Customer and their customers.

**5. Updates to User Licensing, Features and Software Subscriptions**

- 5.1. The Customer may request free software upgrades for all software applications covered by the Customer's:
  - (a) Cisco Unified Workspace Licenses; or
  - (b) Cisco User Connect Licenses,

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provided that, the Customer has in place an activated Cisco Unified Communications Software Subscription and Cisco Unified Communications Essential Operate Service for all licensed Users. BT will charge the Customer for installation and configuration of each software upgrade.

- 5.2. The Customer has sole responsibility for purchasing, activating and renewing:
- (a) Cisco Unified Workspace Licenses;
  - (b) Cisco User Connect Licenses;
  - (c) Cisco Unified Communications Software Subscriptions; and
  - (d) Cisco Unified Communications Essential Operate Services.

**6. Quality**

- 6.1. Quality of Service (“**QoS**”) for BTOEC may be affected if any of the networks involved in providing the end-to-end service are not QoS enabled, i.e. WLAN, LAN, WAN and Data Backhaul including Teleworker Broadband line. Where no formal QoS enablement has been created, e.g. Voice Class of Service, then the Customer may experience varying voice quality on calls.
- 6.2. BT does not guarantee the quality of service for mobile devices when using collaboration services when connected over the internet (outside the BT LAN/WAN infrastructure).

**7. IPT Application Server Backup**

- 7.1. Where the Customer has taken the Onsite Archive & Restoration Service, BT will configure those applications with inbuilt back-up functionality to back-up to the Network Attached Storage server which is supplied with the Onsite Archive & Restoration Service.
- 7.2. Where the Customer wishes to back-up an application which does not have inbuilt back-up functionality, then the Customer is responsible for ensuring that they supply and license necessary backup software and SQL service agent software to support IPT application backups.
- 7.3. Where the Customer requests BT to install and configure Customer supplied backup software, BT shall do so, but an additional charge will be payable.
- 7.4. The Customer is responsible for in-life management and updating of any Customer supplied back-up software on IPT application servers.
- 7.5. The Customer will provide fully licensed antivirus software for IPT backup servers.

**8. System Integration**

- 8.1. Where system integration is not being provided by BT the Customer is responsible for providing its own proxy server where there is a requirement to have transparent but controlled access to the internet. The Customer must ensure that every addressable interface in the 'private' side of the design can be addressed from the Customer address pool and policy.
- 8.2. The Customer is responsible for providing details of Users who do and do not have access to BTEOC.
- 8.3. The Customer is responsible for ensuring that testing of the security of the system is undertaken.