

1 Definitions

The following definitions apply to the provision of the Service, in addition to those in the General Terms and Conditions and the General Services Schedule of the PSA.

“**Active Directory**” means the directory for use in Microsoft Windows environments which allows administrators to assign enterprise-wide policies, deploy programs to computers, apply critical updates to an organisation and store information and settings relating to that organisation in a central, organised, accessible database.

“**Application**” means the Microsoft Lync software, as detailed in section 2 of this Annex.

“**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 provided, maintained or managed by BT as part of the Service.

“**Federation**” means the enablement of communications across different organisations in a trusted fashion.

“**Instant Messaging**” or “**IM**” means as defined in 2.1.1.

“**Service**” means the service as set out in this annex and summarised in section 2.

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

2 Service Description

BT shall provide the Customer with Microsoft’s enterprise-grade ‘Lync’ software, which indicates whether or not a User is present and facilitates the exchange of instant messages between Users as well as offering the ability for Users to make use of features such as voice calling and conferencing (the “**Application**”).

BT shall install the Application on equipment at the Customer Site(s) and provide support in accordance with the delivery options selected by the Customer, as set out in section 3 (the “**Service**”).

The Customer may choose to enable only the standard features of the Application, which are set out in section 2.1, or it may add additional features to the Application, which are set out in section 2.2 below.

2.1 Standard Service Features

The Application provides the following standard features and functionality:

- 2.1.1 Instant Messaging (“IM”) - allowing two or more Users to exchange real-time electronic communications ‘instant messages’.
- 2.1.2 Advanced Presence - allowing Users and IT administrators to define and publish presence states on behalf of themselves and others.
- 2.1.3 Voice and video - allowing Users to make PC to PC audio / video calls, support for video graphic array (VGA) and high definition (HD) video, reduced call time set up and voice and video quality indicators.
- 2.1.4 Desktop sharing - allowing Users to share their desktops via the Microsoft Lync Client.

2.2 Additional Service Features and Options

Additional features and functionality may be ordered as part of the Service at an additional Charge(s), as follows. Not all features will be available in all locations.

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- 2.2.1 External access, which enables Users to access the Service via a PC or laptop that is not on the Customer's corporate network, or via a mobile device.
- 2.2.2 Enterprise Voice, which enables Users to use the Microsoft Lync client as a soft phone to make calls to and receive calls from PSTN numbers and PBX extensions.
- 2.2.3 Integration with Microsoft® Exchange™ Unified Messaging (2007 sp1 or later), which enables the Customer to complement the BT One Enterprise Lync™ Enterprise Voice experience by integrating it with its own Microsoft® Exchange™ (2007 sp1 or later) Unified Messaging solution.
- 2.2.4 On-premises audio and video conferencing, which allows Users to host and attend multi-party audio and video conferences on the Customer's corporate network using the Lync client.
- 2.2.5 On-premises web conferencing, which allows Users to host and attend web conferences on the Customer's corporate network and benefit from a range of features including integrated SIP-based audio and video, application sharing and support for media streaming.
- 2.2.6 Conferencing, which allows Users to dial into audio conferences using a standard mobile, desk or home phone. Configuration of up to 20 (twenty) Customer provided dial in numbers is included within the Charges.
- 2.2.7 Federation, which can be provided in two ways, both of which require the Customer to purchase public certificates from a Certificate Authority:
 - (a) Between companies (enterprise to enterprise). The federated organisation or partner must have deployed either Lync Server 2010 or later, Office Communications Server 2007 (Release 1 and 2) or Live Communications Server 2005. Availability of features or functions will be dependent on configuration and client version. Both parties must have Federation configured and have agreed to federate with each other.
 - (b) Between the Customer and Public Instant Messaging networks ("PIC"). The PIC Federation option allows the Customer to federate with users on public IM networks (such as MSN, AOL or Yahoo!). The Customer is responsible for purchasing, from Microsoft, any necessary Microsoft licenses for supporting the PIC Federation.
- 2.2.8 Archiving and Monitoring, which enable the Customer to apply Microsoft Lync Archiving and/or Monitoring capabilities to its Service. Archiving archives all IM conversations, while Monitoring provides a solution for archiving call detail records for group conferences and for usage information related to file transfers, audio/video conversations, application sharing, remote assistance, meetings, and conferencing servers in call detail records. On request, BT can provide an archiving retrieval application to customers who have purchased the archiving element, which allows the Customer to search archived data for specific transactions and export this data for reporting purposes.
- 2.2.9 Resilience options, which are set out in section 7.

3 Service Delivery

The Customer may choose to receive standard delivery of the Service, as set out in section 3.1, or may add additional options for delivery of the Service, as set out in section 3.2.

3.1 Standard Service Delivery

3.1.1 Provision and installation of Equipment

BT will supply CPE subject to the Terms and Conditions of the Sale, Installation, and Staging annexes of the Equipment and Ancillary Schedule of the PSA, which from part of these terms, and if not attached are available for download via the following link;

http://www.globalservices.bt.com/uk/en/footer_links/terms

CPE 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.

The following paragraphs apply in addition to the provisions of the PSA for all delivery options:

- a) BT will contact the Customer to arrange a suitable appointment to deliver and install the CPE. Delivery and installation will be carried out during a Business Day;
- b) 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;
- c) BT will provide the Customer with any relevant documentation, cables, accessories and packaging supplied by the equipment manufacturer;
- d) The Customer is responsible for providing all relevant patch leads for connection to the Service;
- e) The Customer is responsible for the disposal of all surplus packaging.

3.1.2 Project Managed Install - With a BT Project Manager or BT Project Co-ordinator

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.

- (a) The Project Manager/ Coordinator will be responsible for the implementation of the Service in the country in which he is located and will work during Business Hours.
- (b) The Project Manager will be available to meet the Customer to agree the implementation plan and conduct project review meetings. Any travel by the Project Manager outside his "home" country will incur additional Charges. The Project Co-ordinator will be office based and will not meet the Customer face-to-face.
- (c) BT will prepare a technical design specification for the required 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.
- (d) The Project Manager/Co-ordinator will provide the Customer with a Customer Handbook containing information relating to the Service provided, and relevant contact points within BT.
- (e) 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.
- (f) 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 a set of tests to ensure that the configuration is working correctly. The OSD occurs on successful completion of the tests.

3.2 Additional Service Delivery Options

3.2.1 Application Support and Service Desk

The application support and service desk Service delivery option includes the features set out in this section 3.2.1, together with the Service Levels set out in section 7.

This option requires the Customer to have a dedicated management link provided by BT. This link connects the Customer Site to the BT management centre to enable BT to carry out remote management of the Service. This management link can be provided by BT over DSL or MPLS connectivity. Any charges for this link are included in the One-time and Recurring Charges for the Service.

(a) CPE Software Upgrade Management

If this feature is selected, BT will inform the Customer when software upgrades are operationally necessary for the continued delivery of the Service. If the Customer requests an upgrade which is not operationally necessary for the continued delivery of the Service, the upgrades will be subject to BT's agreement. In either case, the Parties will agree a convenient time for the upgrade.

The software upgrade service is only provided in relation to the current version of software supported by BT at the current feature set, for CPE at the appropriate operating level. The Customer is responsible at its own cost and expense for ordering such upgrades. To the extent that the Customer does not order any upgrade(s) identified by BT, then BT's obligation to meet any Service Levels in respect of the Service will be suspended.

(b) Patch Management

If this feature is selected, BT shall bring the Lync servers up to date with the latest approved anti-virus patches and service packs (minor software update) during the next agreed maintenance window. BT shall test the patches in its lab before release to the Customer at an agreed time.

(c) Service Back-up

If this feature is selected, BT will back up the Service configuration data daily. The scheduled times for back-up to be performed are shown in the Customer Handbook. This Service delivery option includes 3 (three) restorations per year. Additional requests for restoration will incur additional Charges.

(d) Reactive Fault Management / Rapid Diagnostics

This feature enables BT to respond to faults in the Service that are reported by the Customer. This feature includes 24 Hours x 7 Days x 4 hours fault repair (Option 1), which is detailed in and supplied subject to the Terms and Conditions of the Fault Repair of BT Provided Equipment Service Annex to the Schedule of the Equipment and Ancillary Schedule of the PSA, which form part of these terms, and if not attached are available for download via the following link

http://www.globalservices.bt.com/uk/en/footer_links/terms

Where a fault is reported;

- (i) BT will interrogate the Service remotely using the management links to determine the root cause(s) of the problem. If possible the problem will be rectified remotely. Provided that the repair does not require a Site visit, BT will aim to repair the fault within 4 hours of the fault being logged at the helpdesk by the Customer.

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- (ii) The helpdesk will take full ownership and manage the fault end to end and where appropriate escalate problems to senior managers and technical experts for those faults that prove difficult to resolve or are unlikely to be resolved within target timescales.
- (iii) BT will charge the Customer for time taken to repair or identify faults in the Service that have been caused by errors in Customer Equipment. These charges will be dependent on the type of resource required to repair or identify the fault.
- (iv) If a CPE vendor issues a warning about any vulnerability in its product(s), BT will assess the implications and recommend any actions that should be taken to protect service. In the event that such vulnerability causes a failure in the Service, then such failure shall be excluded from Downtime and BT shall not be liable for any losses arising as a result of such failure.

(e) Proactive Fault Management

This feature enables BT to detect potential problems with the Service before they are reported to the helpdesk by the Customer.

This enables BT to take steps to resolve a problem before has a material adverse impact on the Service.

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. BT will contact the designated Customer contact and inform them of the action taken and whether further action is required.

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.

3.2.2 Professional Services

If necessary, to supplement standard implementation activities, BT will provide an agreed number of days of professional services to install, deliver and configure the Service. The Customer will pay for the agreed number of days of professional services stated on the Order which will depend on the options the Customer orders and the levels of integration or complexity identified by BT.

BT also offers a range of standard professional services that complement the provision of the Service.

Any requirement for professional services will be carried out under the Professional Services Schedule and applicable annexes at the then applicable BT rates.

Unless specified otherwise on the Order, Professional Services Charges will be calculated at the daily rate applicable at the time the work is carried out and payable on completion of the work, or as otherwise agreed in writing, together with any amounts owed to BT for expenses incurred.

4 BT Service Management Boundary (SMB)

The Service Management Boundary is the CPE installed at the Site and the associated management link up to the point of interconnection into the Customer Equipment.

Where the Service is dependent on equipment and services which are outside the SMB, and such equipment or services cause a failure in the Service, then any such failure shall be excluded from Downtime.

5 The Customer's Responsibilities

5.1 The Customer is responsible for:

5.1.1 At its own expense, obtaining and correctly maintaining, in accordance with the manufacturer's instructions, all server, Application and Client Access Licences ("CALs") needed to access the Service.

5.1.2 Ensuring, at its own expense that its personal computers ("PCs"), mobile devices, handsets, headsets, webcams or accessories which may be required to access the Service are of sufficient technical specification to meet the requirements for the client application as specified by Microsoft on its website. It is the Customer's responsibility to obtain such devices.

5.1.3 Ensuring that external Users have the appropriate client(s) installed on their desktop / mobile device(s) to enable the User to access the Service.

5.1.4 Providing all information reasonably required by BT to provide any agreed integration with the Customer's own applications such as the Customer's own anti-virus platform. The Customer is responsible for providing and maintaining any such application(s) and for providing access to it as required by BT for the duration of the Service.

5.1.5 Maintaining a copy of the configuration details in its environment which enable the Lync service to be consumed, including Active Directory and group policies, DNS, certificates, User accounts and passwords, and network services, so that these configurations can be reproduced as agreed with BT if any of these components fails. A record of these configurations must be made by the Customer before and after Service installation or as otherwise agreed with BT.

5.1.6 The creation, maintenance and design of all User information and ensuring that it complies with any applicable legislation relevant to the provision of such User information.

5.1.7 All configuration and management of access to the Service including configuration of its network, firewall, DNS, routers, personal computers and home access arrangements for its Users. For the purposes of configuration and management of access to the Service, the Customer is responsible for ensuring that the use of the Service in combination with network and/or voice services is in accordance with the regulatory capabilities of the relevant network and/or voice service provider.

5.1.8 Providing a network time protocol (NTP) clock source which BT can use for edge server synchronisation.

5.1.9 Payment of all PSTN, SIP trunking or mobile charges incurred when using the Service.

5.2 In jurisdictions where an employer is legally required to make such disclosure to its employees, it is the Customer's responsibility to:

(a) inform its employees and Users that as part of the Service being deployed by BT, the usage of any targeted applications by the Customer's employees and/ or Users may be monitored and reported to the Customer by BT; and

(b) ensure that the Customer's employees and Users have consented or will be deemed to have consented to such monitoring and reporting, if such consent is legally required, and

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- (c) ensure that labour unions or other internal or external authorities, whose consent or authorisation is required by local law, have consented and/or authorized such monitoring and reporting.
- BT shall not be liable for any failure of the Customer to comply with this section 5.2 and the Customer shall indemnify BT from and against any claims or actions brought by its employees or Users against BT arising out of the delivery of Services by BT in accordance with the terms hereof.
- 5.3** If the Customer wants to use the Enterprise Voice feature, it is responsible for ensuring that its voice service provider provides network CLIs that accurately identify the location of a User, and that its voice service provider puts appropriate measures in place to enable Users to call the emergency services, and correctly identify the caller's location. For the purpose of this section 5.3, the applicable voice service provider shall include provider of PSTN service or PSTN-equivalent VoIP service. The Customer acknowledges that the location feature of Lync may not be used to determine location for the purpose of calling emergency services.
- 5.4** If the Customer requests and BT agrees to, weakening of the Federation security settings implemented by BT or to use third party security products, the Customer acknowledges and agrees that such weakening of the security settings in order to connect the Service to public IM networks may increase the risk of a security breach and in such circumstances BT accepts no liability for any losses that may arise as a result of any such security breach.
- 5.5** The Customer is responsible for ensuring that the environment provided by the Customer to accommodate any equipment used to support the Service is suitable, including:
- 5.5.1 Where the Customer selects the 'Application Support and Service Desk' option, unless otherwise expressly permitted by BT, the Customer agrees that all CPE such as servers, gateways, routers, or other devices which constitute the Service, will be maintained only by BT or an agent of BT, in accordance with the requirements as set out in the Order.
- 5.5.2 If BT provides software to the Customer necessary for the proper running of the Service under this Service Annex, the Customer must retain and store such software (e.g. CDs) for future use by BT.
- 5.5.3 The Customer will provide suitable power, cooling and rack space to house the CPE and will ensure that all areas containing CPE are maintained in a clean condition.
- 5.5.4 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.
- 5.5.5 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.
- 5.6** It is the Customer's responsibility to ensure that there is sufficient bandwidth available to meet its requirements and to allow all of its services to co-exist. The Customer understands and agrees that the Service may be impaired by the uploading or downloading of data on the Customer's network. BT is not responsible for any degradation to the quality of audio and video on the Service due to any compatibility issues with the CPE and software if the Customer makes changes to its own applications and equipment after OSD.

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5.7 The Customer's PSTN service provider, and not BT, is responsible for all obligations applicable to the provision of PSTN services. If the Service is used in conjunction with a third party SIP service, then the Customer must provide BT with written confirmation that it or its SIP supplier will comply with all regulatory obligations applicable to the provision of PSTN and VOIP services.

6. Charges and Payment Terms

The Charges for the Service will be as detailed on the Order comprising of some or all of the following components selected on the Order:

Pricing Component	One-time Charge	Recurring Charge	Notes
Infrastructure	Yes	No	Sale of CPE. Charges depend on the specific equipment required to deliver the features the Customer orders.
Design & Implementation	Yes	No	
Professional Services	Yes	No	Professional Services. Charges as detailed on the Order
Application Support	Yes	Monthly	Per device (server or gateway) for the number of devices specified in the Order.
Service Desk		Monthly	Per device (server or gateway) for the number of devices specified in the Order.

Any requests for changes to the Service will be subject to BT's prior written agreement and may be subject to additional Charges.

6.1 Termination Charges

This section 6.1 replaces the Termination Charges section in the General Services Schedule.

In addition to the provisions of the General Terms and Conditions, if the Customer terminates Service to one or more devices before the Minimum Period of Service has expired, or if BT terminates Service for breach then, in addition to all outstanding Charges for Service rendered, the Customer will pay the following:

- (a) Any applicable outstanding One-time Charges; and
- (b) Termination charges equal to thirty-five percent of the total outstanding recurring Charges payable for the remainder of the Minimum Period of Service.

7. Service Levels

Service Levels for delivery and Availability will apply to the Service if the Customer has selected the 'Application Support and Service Desk' delivery option.

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Further information on the Service Level and performance credit mechanism is set out in the General Service Schedule. The Availability categories that apply to the Service are as follows:

Lync Service	Service Category
Full Resilience (hardware load balancers to provide redundancy across multiple co-located front end / edge servers; mirroring of backend SQL databases, data centre failover; survivable branch appliances) in addition to box level resilience.	Cat A
Partial Resilience (Box level resilience including redundant power supplies and teaming of redundant NIC cards connected to redundant LAN Infrastructure)	Cat C