

Managed Service from BT

Schedule to the General Terms

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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 Parties, whichever makes sense in the context of the sentence.

Part A – The Service

1. Service Summary

1.1 BT will provide you with a managed telecommunications service comprised of a range of management services as set out in Paragraph 2, which may be selected and combined in different combinations by you.

(the “**Service**”).

1.2 BT will also provide applications, equipment, WAN, LAN, IPT and security services, as further described in the applicable product Schedule (“Associated Services”).

1.3 The management Service set out in Paragraph 2 is offered as an overlay to the applicable product Schedule.

1.4 All management Services, and the Associated Services set out in Paragraph 1.2 will be set out in the Order.

2. Service Options

BT will provide you with any of the following options that are set out in any applicable Order and in accordance with the details set out in that Order:

2.1 Provision

Where you select an option from Provision, as set out in the Order, the following additional conditions will apply:

2.1.1 General

- (a) BT will normally only need access to a Site during Business Hours but may, on reasonable notice, require you to provide access at other times.
- (b) You may not defer acceptance of the Service because of any minor Incidents which do not materially affect the performance of the Service. BT will however take reasonable steps to correct any such Incidents as soon as practicable.
- (c) Excluding the Post Out option, BT will contact you to arrange a suitable appointment to deliver any CPE to a Site and carry out the Installation.
- (d) BT will provide you with any relevant documentation, cables, accessories and packaging for the CPE, as supplied by the manufacturer.
- (e) You are 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.
- (f) You are responsible for the disposal of all surplus packaging.
- (g) You will on request make available to BT, free of charge, reasonable office accommodation, facilities and office support and any other items notified to you that BT's project managers/directors may require to deliver the Service.

2.1.2 Post Out

- (a) BT will arrange for the CPE to be delivered to a Site. The CPE will be supplied with the manufacturer's standard Software configuration.
- (b) BT is not responsible for performing any work on a Site for you.
- (c) You are responsible for receiving and checking all items in the delivery.

- (d) You are responsible for arranging the installation and commissioning of the CPE (including any alteration to the Software configuration which you may require) in accordance with the manufacturer's specifications for the connection of the CPE to your WAN or LAN or both, as appropriate, and to carry out any associated integration or testing work that may be required.

2.1.3 Installation Services

- (a) Install
 - (i) BT will arrange for the CPE to be delivered to a Site. Subject to Paragraphs 7.1.9 and 7.1.10, BT will unpack and install the CPE at a Site. BT will connect the CPE to the power supply and ensure that the CPE powers up correctly.
 - (ii) The CPE will be supplied with the manufacturer's standard Software configuration.
 - (iii) BT is not responsible for any work associated with connection of the CPE to, or testing on, any form of network.
 - (iv) You are responsible for configuration of the CPE, in accordance with the manufacturer's instructions and requirements, to enable connection to your WAN or LAN or both, as appropriate, and to carry out any associated integration and testing work which may be necessary.
- (b) Install and Load a Customer Provided Configuration
 - (i) BT will arrange for the CPE to be delivered to a Site. Subject to Paragraphs 7.1.9 and 7.1.10 BT will unpack and install the CPE at a Site. BT will connect the CPE to the power supply and ensure that the CPE powers up correctly.
 - (ii) The CPE will be supplied with the manufacturer's standard Software configuration.
 - (iii) You are responsible for providing a configuration for the CPE in accordance with the manufacturer's instructions and requirements, to enable connection to your WAN or LAN or both as appropriate. You must make the configuration available to BT's engineer as a text file or in accordance with the manufacturer's instructions.
 - (iv) BT will load the configuration onto the CPE.
 - (v) BT is not responsible for any work associated with connection of the CPE to, or testing on, any form of network.
- (c) Install and Load a BT Provided Configuration
 - (i) BT will arrange for the CPE to be delivered to a Site. Subject to Paragraphs 7.1.9 and 7.1.10, BT will unpack and install the CPE at a Site. BT will connect the CPE to the power supply and ensure that the CPE powers up correctly.
 - (ii) The CPE will be supplied with the manufacturer's standard Software configuration.
 - (iii) BT will prepare a configuration based on your specified requirements. Any subsequent request by you for additional work outside the scope of the original configuration request will incur additional Charges.
 - (iv) You are responsible for making all configuration details available to BT when requested so that BT can provide an operational configuration. You will submit the configuration requirements to BT in the form of a completed Customer requirement document.
 - (v) BT will load BT's configuration onto the CPE.
 - (vi) BT is not responsible for any work or testing on any form of network, other than to demonstrate that the configuration is working correctly.
- (d) Enhanced LAN and IPT Delivery Options

BT may invoice you for any of the following Charges:

- (i) production and ownership of an IP Addressing Scheme where none is provided by you;
- (ii) production of any form of low level design document and Visio diagram that specifies what you require;
- (iii) production of bespoke ORT testing schedules;
- (iv) per port VLAN allocation (VLANs apportioned to groups of ports not individual ports);
- (v) bespoke patching design (port to port mapping);
- (vi) support for migration activities. BT will attend migration calls during Business Hours to give you technical guidance on configurations; and
- (vii) support for migration activities. BT will attend migration calls outside Business Hours to give you technical guidance on configurations.

2.1.4 Project Management

- (a) BT Project Management provides you with an implementation service covering project management, detailed solution design, Installation, configuration, commissioning, acceptance testing and rollout of the Service.

- (b) The Project Management options include:

Project Management with BT Desk Based Project Manager

- (i) BT will appoint a Desk Based Project Manager who will co-ordinate implementation of the Service and act as a single point of contact for you in all matters relating to the project.
- (ii) The Desk Based Project Manager will be office based and will not conduct face to face meetings with you.

Project Management with BT Face to Face Project Manager

- (i) BT will appoint a named BT Face to Face Project Manager, who will manage the implementation of the Service and act as a single point of contact for you in all matters relating to the project.
- (ii) The project manager will be available to meet you to agree the implementation plan and conduct project review meetings as appropriate.
- (iii) This option is only available in the UK. You will be charged for reasonable travel and accommodation expenses if you require the BT Face to Face Project Manager to travel outside the UK.

Project Management with BT Project Director

- (i) BT will appoint a named BT Project Director, who will have significant experience of leading and delivering complex projects to manage the implementation of the Service and act as a single point of contact for you in all matters relating to the project.
- (ii) The BT Project Director will be available to meet you to agree the implementation plan and conduct project review meetings as appropriate.
- (iii) This option is only available in the UK. You will be charged for reasonable travel and accommodation expenses if you require the BT Project Director to travel outside the UK.

2.1.5 BT's Obligations

BT will:

- (a) prepare your specific technical design specification for the required Service. BT may invoice you for additional Charges for any subsequent request by you for additional work outside the scope of the original technical design specification.

- (b) agree a roll out plan with you detailing delivery of the Service at each Site;
- (c) where applicable co-ordinate/manage the delivery of any Line(s) or Guest Access to a WLAN together with any CPE required for the Service;
- (d) where applicable arrange for the provision of any Line(s), and ancillary circuit termination equipment as may be required;
- (e) arrange for the CPE to be delivered to each Site. Subject to Paragraphs 7.1.9 and 7.1.10, BT will unpack, and install the CPE at each Site. BT will connect the CPE to the power supply and ensure that the CPE powers up correctly;
- (f) distribute SecurID Tokens to the your Users as appropriate, where you have selected Remote Access;
- (g) unless otherwise agreed, configure the Software so as to implement a standard security policy, and apply a standard configuration under which SMTP/MIME, FTP and HTTP protocols are enabled where you have selected Firewalls;
- (h) configure the Line(s) and/or CPE, as appropriate, so that traffic can be transmitted across the Customer's Network as agreed in the technical design specification;
- (i) provide any necessary patching and interconnect cabling which may be required, where the CPE is to be connected to LAN cabling installed by BT under this Contract, with the exception of Paragraph 2.1.61(d) below; and
- (j) provide you with access to an online portal containing information relating to the Service and BT's relevant contact points. BT will provide you with access to the portal but information on the portal will not form part of the Contract with BT.

2.1.6 Your Obligations

You will:

- (a) agree a roll out plan with BT detailing delivery of the Service at each Site within a reasonable time;
- (b) provide any necessary patching and interconnect cabling where the CPE, provided in accordance with this Contract, is to be connected to a LAN infrastructure supplied by a Third Party or previously supplied by BT under separate arrangements;
- (c) where applicable, be responsible for providing any configuration details requested by BT during Service delivery; and
- (d) where applicable, be responsible for providing cabling from the PBX to the net buffer/ modem router and a PSTN line, as appropriate, where the Service includes Call Management Reporting.

2.2 Fault Management

Where you select an option from Fault Management as set out in the Order, the following additional conditions will apply:

2.2.1 Rapid Diagnostics Service

- (a) BT will provide you with an initial point of contact Service Desk to which you will report all Incidents. Your Customer Contact will contact the Service Desk via the telephone number notified to you by BT or online via the service portal. You will, prior to reporting an Incident to BT, carry out an initial diagnosis to ensure that only Incidents in the Service are reported to BT.
- (b) BT will:
 - (i) provide the Service to you via the Service Desk, which will operate 24 hours per day, seven days per week including all national, public and bank holidays;

- (ii) aim to answer all telephone calls within 30 seconds;
 - (iii) interrogate the relevant Associated Service remotely using the management links to determine which element(s) of the Associated Service is causing the Incident reported by you and diagnose precisely the root cause(s) of the Incident;
 - (iv) rectify the Incident remotely where possible;
 - (v) schedule an engineer appointment in line with the Maintenance Service option you select in the Order where it's not possible to fix the Incident remotely;
 - (vi) take full ownership and manage the Incident end to end and where appropriate escalate issues to senior managers and technical experts where Incidents prove difficult to resolve or are unlikely to be resolved within target timescales;
 - (vii) aim to provide you with an initial update within two hours of receipt of the Incident report;
 - (viii) aim to restore the Associated Service as per the Maintenance Service option you select in the Order;
 - (ix) keep you informed throughout the resolution of an Incident at regular intervals agreed with you at the time of reporting the Incident (minimum interval four hours). BT may also provide updates to you by telephone, email or online via the service portal;
 - (x) inform you of vulnerabilities in products supplied as part of the Associated Service where vendors issue warnings relating to vulnerabilities in their products. BT will inform you of BT's policy and what action is recommended to address these vulnerabilities. BT accepts no responsibility for any impact on your Associated Services or any loss incurred as a result of such vulnerabilities; and
 - (xi) raise Timescale Charges for Incidents caused by errors in CPE configuration managed by you.
- (c) You may report, track and provide updates to BT's Service Desk by telephone or online via the service portal. You may also view historical Incidents online via the service portal.

2.2.2 Enhanced Service Desk

- (a) The Enhanced Service Desk ("ESD") option will include all the elements of the Rapid Diagnostics Service, Standard or Enhanced Incident Management. In addition, the ESD:
- (i) is a single point of contact Service Desk operating 24 hours per day seven days per week including all national, public and bank holidays to which you can report Incidents on the Service. Your Customer Contact will contact the ESD via the telephone number notified to you by BT;
 - (ii) will be resourced by highly skilled operators who will, via instant access to remote management tools, interrogate the Customer's Service to determine which elements of the Service are causing the Incident;
 - (iii) will aim to diagnose the root cause of the problem at the first point of contact; and
 - (iv) will aim to restore the relevant Associated Service remotely. BT will schedule an engineer visit in line with your Maintenance Service option as set out in the Order where it is not possible to restore Service.

2.2.3 3G/GPRS Mobile Operator Support

- (a) BT will provide a single point of contact Service Desk to which you will report all Incidents which occur on the 3G/GPRS Back Up Service. Your Customer Contact will contact the Service Desk via the telephone number notified to you by BT.

- (b) You will, prior to reporting an Incident to BT, carry out an initial diagnosis to ensure that only Incidents in the 3G/GPRS Back Up Service are reported to BT.
- (c) BT will only make 3G/GPRS Mobile Operator Support available to you if you have selected the 3G/GPRS Back Up Service.
- (d) The Service provides reactive Incident diagnostics on the 3G/GPRS Back Up Service. BT will interrogate the 3G/GPRS Back Up Service remotely using the management links to determine which element(s) of the 3G/GPRS Back Up Service is causing the Incident and diagnose precisely the root cause(s) of the Incident. BT will aim to fix the Incident remotely. Where it is not possible, BT will schedule an engineer visit in line with your Maintenance Service option as set out in the Order. If the SIM Card is faulty, BT will send you a replacement SIM Card by post to your Site.
- (e) BT's Service Desk will take full ownership and manage the Incident end to end and where appropriate escalate issues to senior managers and technical experts where Incidents prove difficult to resolve or are unlikely to be resolved within target timescales.
- (f) BT will keep you informed throughout the resolution of a problem at regular intervals agreed with you at the time of reporting the Incident (minimum interval four hours). BT will provide updates to you by telephone, email or online via the service portal.

2.2.4 Log and Pass

General

- (a) BT will provide a log and pass Service that will provide you with the facility to report Faults to BT's Service Desk on Third Party Services.
- (b) BT will provide you with the Scope of Service and any Qualifying Criteria in writing prior to implementation of the Service.
- (c) You will provide BT with any information reasonably required to enable BT to determine the Scope of Service and any Qualifying Criteria. The Scope of Service and Qualifying Criteria will be set out in the Order.
- (d) BT may immediately terminate the Service by giving Notice to you if at any time you fail to comply with any of the Qualifying Criteria or any of the other obligations set out in this Schedule.
- (e) BT may suspend the Service if BT experiences any issues in reporting Faults or obtaining updates on Faults from the External Service Provider.
- (f) You grant BT specific authority to contact the External Service Provider and/or relevant BT Service Desk in order to report Faults on Third Party Services.

BT's responsibilities

On and from the Service Start Date, BT will:

- (a) provide the Service to you via BT's Service Desk, which will operate 24 hours per day, seven days per week including all national, public and bank holidays;
- (b) log the Fault on BT's systems and provide you with a Fault reference number;
- (c) report the Fault to the External Service Provider or relevant BT's Service Desk using the information provided by you;
- (d) liaise with the External Service Provider or BT's relevant Service Desk to obtain updates on the progress being made towards resolving the Fault;
- (e) keep you informed of the progress being made towards resolving the Fault at regular intervals. BT will provide updates to you by telephone; and

- (f) provide the Service in accordance with the Scope of Service. BT will review your additional requirements outside the original Scope of Service in accordance with the service amendment terms set out in Paragraph 12. BT will notify you in advance of BT's intention to raise additional Charges for any agreed work outside the original Scope of Service and agree these with you.

BT will not:

- (a) be responsible for managing or resolving the Fault and accept no liability for managing or resolving the Fault;
- (b) provide any service levels agreements ("**SLAs**"). For the avoidance of doubt, any SLAs set out in the contract between you and the External Service Provider or the other part of BT providing the service will not apply to the log and pass Service;
- (c) provide any advice or information outside the original Scope of Service, unless BT agrees your additional requirements between BT;
- (d) make any representations to the External Service Provider or relevant Service Desk on your behalf or make any commitments to you as to the resolution of the Fault;
- (e) carry out any technical diagnosis of the Fault;
- (f) be responsible for failure to provide the Service where BT experiences issues with reporting Faults or obtaining updates from the External Service Provider;
- (g) act as, or represent ourselves as, your agent for any purpose;
- (h) commit you to any contracts or amendments to existing contracts or any other legally binding agreement; or
- (i) be responsible for any issues that are directly attributable to inaccurate information provided by you.

Your responsibilities

You will:

- (a) report the Fault to BT's Service Desk via the telephone number notified to you by BT;
- (b) ensure that, prior to reporting the Fault you will carry out an initial diagnosis to ensure that only Faults relating to services agreed by BT, in the Scope of Service, are reported to BT;
- (c) co-operate with BT and provide to BT, at BT's request, such information concerning the services provided by the External Service Provider and any other information reasonably required to enable BT to perform the log and pass Service;
- (d) where required, liaise directly with the External Service Provider or the other part of BT providing the Service to obtain information requested by BT;
- (e) be responsible for specifying which Third Party Services are covered under the log and pass Service;
- (f) obtain the External Service Provider's agreement to BT providing the log and pass Service and ensure they are fully informed of all elements of the Service provided by BT before the Service Start Date;
- (g) resolve any issues directly with the External Service Provider if BT experiences any issues in reporting Faults or obtaining updates from the External Service Provider;
- (h) be responsible for the accuracy of the information provided to BT as part of the Service;
- (i) provide updates to BT's Service Desk via telephone; and

- (j) inform BT immediately of any changes in relation to Third Party Services, and of any change in the External Third Party's organisation or method of doing business that might be expected to affect the performance of BT's obligations in relation to the Third Party Service.

2.3 Enhanced Incident Management Service Options

Where you select an option from Enhanced Incident Management as set out in the Order, the following additional conditions will apply:

2.3.1 Proactive Fault Management

- (a) Proactive Incident Management enables BT to:
 - (i) detect potential problems before they affect the Associated Service; and
 - (ii) take proactive steps to resolve the problem without affecting the Associated Service.
- (b) BT will provide a single management link between the Site nominated by you, as your Host Site, and BT's management centre. The type and size of management link required will depend on your solution.
- (c) BT will poll LAN CPE, which is connected as a Stack, but this may be limited to polling of the Stack as a whole unit and not the individual elements of LAN CPE which form the Stack. The management of opening/closing of individual LAN ports is not included under this Service option.
- (d) BT will:
 - (i) monitor the status of CPE to check that it is functioning correctly. The method will vary according to the type of CPE;
 - (ii) collect additional information to determine whether the equipment is running with reduced functionality or capacity;
 - (iii) monitor performance indicators such as the central processor unit, backplane utilisation, port utilisation and protocol errors of infrastructure ports;
 - (iv) carry out remote diagnosis if an Incident affecting the Associated Service is found. BT will:
 - log the Incident;
 - attempt to resolve the Incident;
 - contact you within one hour of detecting an Incident; and
 - inform you what action has been taken or is required;
 - (v) devise and implement management IP addresses which may be required on the router through which a Firewall is connected to the management link where the Service includes Firewall equipment; and
 - (vi) send BT's engineer to a Site, if required, in accordance with the applicable CPE Maintenance Service option you select in the Order.

2.3.2 Enhanced Incident Management

- (a) Enhanced Incident Management enables BT to:
 - (i) detect potential problems before they affect the Associated Service; and
 - (ii) take proactive steps to resolve the problem with minimum impact to the Associated Service.
- (b) BT will provide a single management link between the Site nominated by you, as your Host Site, and BT's management centre. The type and size of the management link required will depend upon your Associated Services.

- (c) BT will poll LAN CPE, which is connected as a Stack, but this may be limited to polling of the Stack as a whole unit and not the individual elements of LAN CPE which form the Stack. The management of opening/closing of individual LAN ports is not included under this Service Option.
- (d) BT will provide the Rapid Diagnostics Service set out in Paragraph 2.2.1 with this Service option.
- (e) BT will:
 - (i) monitor the status of CPE to check that it is functioning correctly. The method of monitoring will vary according to the type of CPE;
 - (ii) collect additional information to determine whether the equipment is running with reduced functionality or capacity;
 - (iii) monitor performance indicators such as the central processor unit, backplane utilisation and protocol errors. The performance indicators used will vary according to the type of CPE in use;
 - (iv) carry out remote diagnosis if an Incident affecting the Associated Service is found and BT will:
 - log the Incident;
 - attempt to resolve the Incident;
 - contact you within one hour of detecting an Incident; and
 - inform you what action has been taken or is required;
 - (v) devise and implement management IP addresses which may be required on the router through which a Firewall is connected to the management circuit link where the Associated Service includes Firewall equipment; and
 - (vi) send BT's engineer to a Site, if required, in accordance with the applicable Maintenance Service option you select in the Order.

2.3.3 Standard Incident Management

- (a) Standard Incident Management enables BT to verify basic connectivity to a Site, through a management link from BT's management centre to the Customer Network. The type and size of the management link required will depend on your Associated Services.
- (b) BT will poll LAN CPE, which is connected as a Stack, but this may be limited to polling of the Stack as a whole unit and not the individual elements of LAN CPE which form the Stack.
- (c) For IP Converge Services, BT provides Standard Incident Monitoring as a standard feature of the Service. This excludes ISDN and ADSL Access Lines.
- (d) BT will provide the Rapid Diagnostics Service set out in Paragraph 2.2.1 with this Service option.
- (e) BT will:
 - (i) monitor the status of CPE to check that it is functioning correctly. The method of monitoring will vary according to the type of CPE;
 - (ii) contact you, where necessary to discuss an Incident BT detects via alarm monitoring; and
 - (iii) send BT's engineer to a Site, if required, in accordance with the applicable Maintenance Service option you select in the Order.

2.3.4 Standard ADSL Incident Management

- (a) Standard ADSL Incident Management enables BT to verify basic connectivity to a Site, through a remote link from BT's management centre to the Customer Network. The type and size of the management link required will depend on your Associated Services.
- (b) BT will provide the Rapid Diagnostics Service set out in Paragraph 2.2.1 with this Service option.
- (c) BT will:
 - (i) monitor the status of CPE to check that it is functioning correctly. The Service provides an ADSL specific monitoring class which takes into account technology specific features such as Retrans. (where the network attempts to find a faster line speed, but will cause a short break in service);
 - (ii) inform you by email when BT detects a Site as unreachable and ask you to confirm basic details, such as if there is power to the Site; and
 - (iii) log and attempt to resolve the Incident, where you confirm the issue is with BT's Associated Service to a Site and the Associated Service remains unresponsive after a period of time (up to 30 minutes).

2.3.5 Proactive Alarm Monitoring

- (a) Proactive Alarm Monitoring enables BT to:
 - (i) detect potential problems before they become service affecting; and
 - (ii) take proactive steps to resolve the problem without affecting the Service and Associated Services.
- (b) The Service operates through a management link from BT's management centre to the Customer Network. The type and size of the management link required will depend on your Associated Services.
- (c) BT will poll LAN CPE, which is connected as a Stack, but this may be limited to polling of the Stack as a whole unit and not the individual elements of LAN CPE which form the Stack.
- (d) For IP Converge Services BT will provide 15 min poll as a standard feature of the Service. This excludes ISDN and ADSL connections.
- (e) BT will:
 - (i) monitor the status of CPE to check that it is functioning correctly. The method will vary according to the type of CPE;
 - (ii) collect additional alarm information to determine whether the CPE is running with reduced functionality or reduced capacity;
 - (iii) send BT's engineer to attend a Site, if required, in accordance with the applicable Maintenance Service option you select in the Order; and
 - (iv) contact you, where necessary to discuss an Incident detected via alarm monitoring.

2.3.6 Critical Port Monitoring

- (a) Critical Port Monitoring enables BT to proactively monitor critical ports to show they are operating correctly. BT will monitor the critical ports continuously for status and performance information at five minute intervals.
- (b) You will specify the critical ports for BT to monitor and BT will verify that it is technically feasible to monitor such critical ports. The critical ports must be active 24 hours per day, seven days per week.
- (c) BT will:
 - (i) contact you within one hour of detecting an Incident; and

- (ii) inform you what action has been taken or is required.
- (d) The management of opening/closing of individual LAN ports is not included under this Service option.

2.3.7 Extranet Availability Monitoring

- (a) This Service is only available if you have selected the Managed MPLS Extranet Service.
- (b) BT will:
 - (i) provide a dedicated management router at the Main Customer Site which will enable BT to poll the Access Lines of the Sharing Customers and the Main Customer;
 - (ii) poll the Access Lines continuously for status at 15 minute intervals. Poll failures which indicate that a connection problem exists between the Main Customer Site to any of the Sharing Customer Sites will raise an alarm;
 - (iii) inform you of the problem; and
 - (iv) take appropriate action to resolve the problem; or
 - (v) take no action to resolve a problem where an alarm indicates the problem exists on services outside the scope of this Contract.

2.3.8 IPT Performance Management

- (a) IPT Performance Management enables BT to detect potential problems with the Customer's IP Telephony service before they affect other Associated Services and take proactive steps to resolve the problem without affecting other Associated Services.
- (b) BT will provide a single management link between the Site nominated by you, as your Host Site, and BT's management centre. The type and size of the management link required will depend on your Associated Services.
- (c) BT will:
 - (i) monitor the status of your IP Telephony service to check that it is functioning correctly;
 - (ii) collect additional alarm information to determine whether the IP Telephony service is running with reduced functionality or capacity;
 - (iii) monitor performance indicators such as server alarms, call availability monitoring, voice quality monitoring and unity alarms;
 - (iv) access the data using the management link and process it at BT's management centre. Where large volumes of data are anticipated, BT may provide a server at your Site; and
 - (v) carry out remote diagnosis if an Incident affecting the IP Telephony service is found and BT will:
 - log the Incident;
 - attempt to resolve the Incident;
 - contact you within one hour of detecting an Incident;
 - inform you what action has been taken or is required; and
 - send BT's engineer to attend your Site, if required, in accordance with the applicable Maintenance Service option you select on the Order.

2.3.9 3G/GPRS Enhanced Mobile Operator Support

- (a) 3G/GPRS Enhanced Mobile Operator Support provides proactive alarm management on the 3G/GPRS Back Up Service.

- (b) This Service option enables BT to:
 - (i) detect potential problems with the 3G/GPRS Back Up Service before they affect the Service; and
 - (ii) take proactive steps to resolve the problem without affecting the 3G/GPRS Back Up Service.
- (c) BT will provide this Service option as an additional chargeable option if you have selected the 3G/GPRS Shared Back Up Service or the 3G/GPRS Corporate Back Up Service.
- (d) BT will provide a single management link between the Site nominated by you, as your Host Site, and BT's management centre.
- (e) BT will:
 - (i) monitor the status of the 3G/GPRS card to check that it is functioning correctly. The method of monitoring will vary according to the type of CPE;
 - (ii) collect additional alarm information enabling BT to determine whether the CPE is running with reduced functionality or capacity;
 - (iii) carry out remote diagnosis, if BT identifies an Incident affecting the 3G/GPRS back up Service. BT will:
 - log the Incident;
 - attempt to resolve the Incident;
 - contact you within one hour of detecting an Incident;
 - inform you what action BT has taken or is required;
 - send an engineer to attend a Site, if required, in accordance with the applicable Maintenance Service option you select in the Order; and
 - contact you, where necessary and at BT's discretion, to discuss an Incident detected with the 3G/GPRS Back Up Service via alarm monitoring.

2.3.10 Out of Band Management (MSS Only)

- (a) Out of Band Management enables BT to provide remote Incident management and proactively monitor your Firewall devices, catalyst switches and bluecoat devices ("MSS CPE").
- (b) The Service is provided through a secure modem which will be connected to your analogue direct exchange line. The modem will enable BT to:
 - (i) have remote diagnostics access to the MSS CPE;
 - (ii) assist with rectifying Incidents; and
 - (iii) monitoring the status of the MSS CPE and the secure modem.
- (c) BT will:
 - (i) monitor the status of the MSS CPE to check that it is functioning correctly; and
 - (ii) carry out initial remote Incident management (rebooting, power retests) on the MSS CPE and where BT detects, or you report an Incident;
 - log the Incident where the MSS CPE is still not working, following initial testing; and
 - attempt to resolve the Incident.
- (d) You will provide an analogue direct exchange line which terminates on a PSTN master socket for BT's sole use in managing the Service, where out of band access is used. You will ensure such a line meets the criteria set out in Paragraph 2.3.10(e) below.

- (e) You will:
 - (i) ensure that the line will not be a PBX extension or a digital (ISDN) line;
 - (ii) provide the line for the whole duration of the Service;
 - (iii) pay any charges associated with the line;
 - (iv) report any Incidents on the line to the relevant Service Provider;
 - (v) inform BT (via BT's Service Desk) of the Incident status; and
 - (vi) ensure that the line is within 2.5 metres of the secure modem.

2.3.11 Inband Management

- (a) The Inband Management Service provides you with a monitoring service operating 24 hours per day, seven days a week, including national public or bank holidays, under which BT will proactively monitor your network and CPE.
- (b) The Service comprises two virtual access circuits which work as a dedicated management link from BT's management centre to a management router and connection at your Host Site. One circuit acts as the primary link, the other as a backup. These dedicated links will carry IP management traffic to your Host Site.
- (c) BT will proactively monitor the status of your network and CPE to check that it is functioning correctly.
- (d) Where BT detects, or you report an Incident, BT will:
 - (i) carry out an initial remote Incident management on the CPE;
 - (ii) log the Incident where the CPE is still not working, following initial testing; and
 - (iii) attempt to resolve the Incident.

2.3.12 Fixed Line and ADSL Management and Authentication Link

- (a) The Service provides you with a monitoring service operating 24 hours per day, seven days a week, including national public or bank holidays, under which BT will provide remote Incident management of the BT Network.
- (b) The Service is provided via an IP Clear leased line or an ADSL Connect line terminating on a router which enable BT to have remote diagnostics access to the CPE.
- (c) BT will monitor the status of the CPE to check that it is functioning correctly.
- (d) Where BT detects, or you report an Incident, BT will:
 - (i) carry out initial remote diagnostics (rebooting, power retests) on the CPE;
 - (ii) log the Incident where the CPE is still not working, following initial testing; and
 - (iii) attempt to resolve the Incident.
- (e) Where you order the remote site authentication Service from BT, BT will provide access to the authentication platform via a BT hub and spoke VPN.

2.4 Maintenance Service

General

- 2.4.1 The Maintenance Service comprises routine maintenance which may be provided by BT on CPE or Lines, combined with an Incident repair service for Lines, CPE, and CPE that has passed a maintenance acceptance test.
- 2.4.2 The Maintenance Service option selected by you will be set out in the Order.

- 2.4.3 BT will provide cover on Lines CPE and circuits depending on the Maintenance Service option that you have selected as specified in the Order.
- 2.4.4 BT will provide the same Maintenance Service option to all Services of the same technology type at a Site. You may only select differing Maintenance Service options where there are two different technology types.
- 2.4.5 Business Premium Care is not available at a Site where the primary network is delivered via ADSL.
- 2.4.6 BT will respond to all Incidents in accordance with this Paragraph:
- (a) To enable your Incidents to be logged accurately, you will (when reporting an Incident) provide all information reasonably required by BT in connection with the Incident, such as the Site location, CPE serial number, reconfiguration details and where appropriate the circuit number. BT will then give you a Trouble Ticket as set out in Paragraph 8 . You must quote the Trouble Ticket when you communicate with BT's Service Desk about the Incident.
 - (b) Unless otherwise agreed, your Customer Contact will be responsible for reporting all Incidents in the Service to BT and for all subsequent Incident management communications between both of us. Your Customer Contact will be available during the period of cover applicable to the level of CPE Maintenance Service provided under this Contract and you acknowledge that if the Customer Contact is not available at all such times, BT will not be liable for failure to meet the applicable target response and repair times.
 - (c) BT will attempt to restore Service by installing the last archived configuration available, if BT identifies an Incident as being due to unauthorised activity or access to your Customer Network. Any further Maintenance Service activity required as a result of unauthorised activity or access to your Customer Network will be subject to agreement and BT may raise additional Charges for such work.
 - (d) BT will provide dynamic line management on ADSL/Broadband Services to stabilise the line at the most appropriate speed. Dynamic line management may last for up to 10 days and may result in short outages (lasting several seconds) of the Service. Short outages as a result of dynamic line management may also occur regularly as part of normal operation of the Service. This does not constitute a service failure. Intermittent Service loss can occur up to three times in a 24 hour period where the superstable option has been configured. You accept and acknowledges that such outages will not be deemed as an Incident in the ADSL/ Broadband Service and BT will only accept Incidents in the Service where you experience a continuous loss of Service.
 - (e) Repair will be carried out in accordance with the Maintenance Service conditions of the relevant local maintainer or telecommunications service provider where a Incident occurs in CPE or a Line installed at a Site outside the UK. However, BT will liaise with such third parties and endeavour to ensure that the Service is restored as soon as reasonably practicable.
 - (f) BT will correct Incidents in hardware by repair or, at BT's option, replacement of the affected item either in whole or in part. Except in the case of BT Equipment which at all times remains BT's property, replacement items of equipment will become your property (subject always to the provisions of the Equipment Schedule and to any rights of the Company in respect of Supplied Equipment) and replaced items will become BT's property. You will return replaced items to the address advised by BT within 10 Business Days of provision of replacement items.
 - (g) BT may charge you the full list price or recommended retail price of the replaced item(s) where you fail to return replaced items to BT within 10 Business Days. BT will replace expended consumable items but BT may raise an additional Charge for this.

- (h) You must return IP telephony handsets for repair to the address advised by BT and BT will send any replacements by post to your Customer Contact for you to connect. BT will notify you if in BT's discretion you need a replacement IP Telephony Handset and BT will send a replacement by post the next Business Day. BT will be send a replacement by post within two Business Days if BT's notification is made after 2pm otherwise, BT will correct Incidents in hardware by repair or, at BT's option, replace the affected item either in whole or in part., The new replacement items of equipment will become your property (except in the case of BT Equipment which will at all times remain BT's property) and the old replaced items will become BT's property.

2.4.7 The Maintenance Service will cover the following elements for any CPE provided as part of the Associated Service:

- (a) Incidents resulting from normal wear and tear; and
- (b) Incidents or work resulting from other causes or circumstances, but BT will raise an additional charge. Such other causes or circumstances include:
 - (i) misuse: incorrect environmental conditions including incorrect temperature and humidity levels; mains electrical surges or failures;
 - (ii) lightning damage: electromagnetic interference; any other accidental or deliberate damage;
 - (iii) correction of defects following the removal or connection of CPE other than by BT;
 - (iv) connection by you of other equipment to the CPE; and
 - (v) denying BT access to the CPE.
- (c) The Service does not cover:
 - (i) loss of your generated Software programmes;
 - (ii) repair, replacement or re-routing of your wiring or cabling or provision of additional wiring and cabling; and
 - (iii) Incidents reported by you which are not covered by this Contract.
- (d) BT may, on giving as much prior Notice as is reasonably possible to you, terminate either BT's obligation to provide Service in respect of the CPE specified in the Notice or where applicable, this Contract if at any time (including during the Minimum Period) BT is unable to obtain support from BT's suppliers to enable BT to provide the Service or any part of the Service. Any Failure of Service, Incident or incident due to or affecting such CPE will be excluded from the SLA options.

2.4.8 You agree:

- (a) to care for and use the CPE in accordance with BT's 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, you may make configuration changes in accordance with and within the limits specified in the supplier's documentation and within the terms of the appropriate approval under Section 22 of the Telecommunications Act 1984. You must notify BT of any such changes; and
- (c) to co-operate in diagnosing Incidents by carrying out 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.

2.4.9 BT will not provide the Maintenance Service on any Softphone provided by BT under this Contract.

2.4.10 The Maintenance Service for any wireless phones will only cover the replacement of handsets.

2.4.11 BT will provide the manufacturer's warranty as appropriate to IP telephony handsets where you purchase IP telephony handsets without IPT phone Maintenance Service. Standard Care, Business Care and Business Premium Care are not available on IP telephony handsets. The manufacturer's warranty will also apply for peripherals purchased as part of the Service, including, but not limited to, Printers, Card Readers, Touchscreen displays, and signature capture devices.

2.4.12 Prior to commencement of the Service where BT is providing Maintenance Service for equipment, which is not provided by BT as part of this Service, such equipment may be required to pass a acceptance test in order to assess the suitability of the equipment for the Service.

2.4.13 Service Inventory Audit

- (a) BT may occasionally and usually on an annual basis conduct a Service Inventory Audit of the Service, provided BT gives you as much notice as reasonably practicable. BT will carry this out remotely or by visit to Site as appropriate. The audit will enable BT to validate BT's data inventory and ensure that BT's information relating to the Service is complete and up to date. BT will conduct the audit within Business Hours and on a Business Day.
- (b) In addition to the provision of information responsibilities set out in this Service Schedule, you are also responsible for informing BT of any changes to your applications and/or Associated operating system and/or maintenance on services not provided by BT which may affect the validity of the data to be analysed by BT.

2.4.14 Standard Care

- (a) You may report Incidents 24 hours per day seven days per week including all national, public and bank holidays. BT will provide a UK Incident repair service operating between 8am and 5pm per day on a Business Day, under which BT will aim to respond to a Incident report within four working hours. If you ask BT to carry out any work outside these hours you will pay BT an additional Charge. BT will aim to clear the Incident within 18 hours of receipt excluding periods which fall within excluded holidays and periods outside service operating hours.
- (b) Standard Care may not be available in all geographical locations.

2.4.15 Business Care

- (a) You may report Incidents 24 hours per day seven days per week including all national, public and bank holidays. BT will provide a UK Incident repair service operating between 8am and 9pm per day seven days per week, including national public or bank holidays, under which BT will aim to respond to an Incident report within two working hours of its receipt and, if the Incident is not cleared within the two hour period, will advise you of the progress being made towards resolving it. If you ask BT to carry out any work outside these hours you will pay BT an additional charge. BT will aim to clear the Incident within eight hours of receipt excluding periods which fall within excluded holidays and periods outside service operating hours.
- (b) Business Care may not be available in all geographical locations.

2.4.16 Business Premium Care

- (a) You may report Incidents 24 hours per day seven days per week including all national, public and bank holidays. BT will provide a UK Incident repair service operating 24 hours per day, seven days per week, including national, public or bank holidays, under which BT will aim to respond to an Incident report within two hours of its receipt and, if the Incident is not cleared within the two hour period, will advise you of the progress being made towards resolving it. BT will aim to clear the Incident within five hours of receipt.
- (b) Business Premium Care may not be available in all geographical locations.

2.4.17 Enhanced Care

- (a) You may report Incidents 24 hours per day seven days per week including all national, public and bank holidays. BT will provide a UK Incident repair service operating 24 hours per day seven days per week including all national, public and bank holidays under which BT will aim to respond to an Incident report within two hours of its receipt and if the Incident is not cleared within the two hour period, will advise you of the progress being made towards resolving it. BT will aim to clear the Incident within twenty hours of receipt.
- (b) Enhanced Care may not be available in all geographical locations.

2.5 Configuration Management Options

Where you select an option from Configuration Management as set out in the Order, the following additional conditions will apply:

2.5.1 General

- (a) BT will provide Configuration Management options by means of a fixed management link between the Site nominated by you as your Host Site and BT's management centre.
- (b) You will provide BT an up to date inventory of CPE to be covered by the Configuration Management options. BT can prepare an inventory, for the WAN or LAN Services under the Professional Services option, if you do not have one. You are responsible for providing an inventory for IP Telephony Services.
- (c) BT will only provide Change Management if you have selected a Project Management option where BT is providing you with a new Customer Network.
- (d) BT will review whether BT is able to provide the Change Management Service where BT is taking over management of an existing Customer Network, or where your subscription to the Change Management Service option does not begin at the start of this Contract. Under this review, BT will assess whether BT can manage existing configurations. Where this is not the case, BT may carry out any adjustments to the configurations which BT considers to be necessary before the commencement of the Service. You will pay BT Charges for the work involved in reviewing existing configurations and any subsequent work.
- (e) BT will only provide the Service on the current version of Software supported by BT.

2.5.2 Change Management and Software Moves, Adds & Changes (SMACS)

- (a) The Software Moves Adds and Changes Service is a configuration change Service that provides you with configuration changes on LAN, WAN, Firewall and IP Telephony equipment, which are delivered remotely via a remote diagnostic tool or a remote management link.
- (b) BT will:
 - (i) price all requests individually;
 - (ii) invoice SMACs as a one off Charge following successful completion of work;
 - (iii) allow up to 40 configuration changes at one time;
 - (iv) apply standard delivery lead-times to a maximum of four configuration changes;
 - (v) agree delivery lead-times with you for five or more configuration changes; and
 - (vi) offer a change consultancy Service where you are unable to determine the type of configuration changes required under which BT will translate your configuration requirements into a consolidated set of configuration changes.

2.5.3 Change Management

- (a) BT will, at your request, carry out routine configuration changes to any router covered by the Service, provided that the total number of changes made in each year, starting on the Service Start Date or any anniversary thereof, does not exceed five changes per router per year. BT will ensure that any proposed reconfigurations will not adversely affect the operation of the Service.
- (b) A Supplementary Change Management option is also available under which you may opt for additional changes during the period of this Contract at an additional Charge.

2.5.4 Change Management Lite

- (a) BT will, at your request, carry out routine configuration changes to any router covered by the Service, provided that the total number of changes made in each year, starting on the Service Start Date or any anniversary thereof, does not exceed one change per router per year.
- (b) BT will ensure that any proposed reconfigurations will not adversely affect the operation of the Service.
- (c) A Supplementary Change Management option is also available under which you may opt for additional changes during the period of this Contract at an additional Charge.

2.5.5 Simple Service Requests

- (a) Simple Service Requests (“SSRs”) are predefined configuration changes to your WAN, LAN or IP Telephony Services. SSRs do not involve delivery of any Chargeable items.
- (b) You will, via the service portal, request and manage your SSRs online including raising the initial request, monitoring progress of the request, and confirming closure of the ticket once complete.
- (c) SSRs are built into catalogues on the service portal, which are arranged by product. Each SSR type is assigned a value in “credit units”. The more complex an SSR is to implement then the more SSR credit units will be associated with it.
- (d) Expedited or scheduled implementation date requests will use a larger number of SSR credit units than standard requests.
- (e) There are three payment options available for the SSR service as set out below. You will select one of the following payment options (not all payment options are available for all services):
 - (i) Fixed Fee - BT will invoice you a recurring monthly service management Charge and will fulfil up to an agreed quantity of SSRs. If you exceed such agreed quantity in any month BT may Charge you at the Pay as You Go rate for any SSRs over the agreed limit. You cannot carry unused SSRs forward to the next Month. BT will invoice you for additional Charges for expedited requests or for work BT performs outside Business Hours;
 - (ii) Pay as You Go (“PAYG”) – BT will invoice you each Month for SSR consumption; or
 - (iii) Pre Pay - you buy a number of SSR credit units upfront and use some of the SSR credit units each time an SSR is implemented. BT will not refund any Charges for unused SSR credit units. Under this option you must purchase additional SSR credit units or order a different payment option when you have consumed all your SSR credit units. If you have negative SSR credit units for two consecutive weeks, BT may change the payment model to PAYG and Charge you for the SSR credit units used but not paid for at the PAYG rates.
- (f) Where you have remaining SSR credit units when you change from a Pre-Pay option to a Fixed Fee or PAYG option, the remaining SSR credit units will be lost. Any negative SSR credit units will be charged at the PAYG rates.
- (g) Where you have remaining SSR credit units when you terminate the Service or Contract, the remaining SSR credit units will be lost. BT will invoice you for any negative SSR credit units at the PAYG rates.

- (h) There are no SLAs associated with the SSR Service.
- (i) You acknowledge that a request may be put on hold by BT if BT requires additional information from you to enable BT to fulfil your request. You will provide the required information in a timely manner.

2.5.6 Change Management Bundles

- (a) Change Management Bundles is a bundled configuration change management Service available for use with LAN and IPT Services. BT will at your request carry out configuration changes to the Customer's LAN and/or IPT Service in accordance with the options set out below.
- (b) The Service allows you to pay a fixed (monthly or quarterly depending on their billing cycle) recurring Charge for a maximum number of change units per year. The number of change units available to you over the year depends on the bundled option selected. The bundled options available range from 25 change units to 2500 change units per year.
- (c) Each configuration change that is supported under the Service has a specific fixed Charge with regard to the number of change units allocated to it.
- (d) If you do not use the maximum number of change units under the bundled option selected by the end of the year, un-used change units cannot be carried over to the subsequent year.
- (e) BT will charge you at a higher rate under a PAYG option for any additional change units required by you during the year where you exceed the pre-defined number of change units for the option selected. Under this option you will pay for changes as and when they are carried out. BT will add charges for this option to your next invoice as a one off charge following successful completion of each change request.
- (f) Where available, you may use the service portal to order changes under the Change Management Bundles Service.
- (g) You may upgrade to another option at any time. An upgrade Charge will not apply, however an increased recurring Charge will apply for the upgraded option from the date of the upgrade.
- (h) Where you upgrade to another option the number of change units provided (under the new option) for the remainder of the year will be allocated on a pro-rata basis.
- (i) You may downgrade to another option once a year, subject to the payment of a downgrade Charge. The downgrade Charge is 35% of the difference between Charges for the original bundled option and the Charges for the new downgraded bundled option.
- (j) BT will ensure that any configuration changes will not adversely affect the operation of the Service.

2.5.7 Archive & Restore

- (a) BT will archive Configuration Files and carry out configuration restoration in the event of a network failure.
- (b) You may also request the restoration of Configuration Files for any other reason provided that the total number of restorations carried out in each year, starting on the Service Start Date or any anniversary thereof, does not exceed three restorations per router per year.
- (c) BT will prepare archive files on a weekly basis and the last three configurations for each router will be stored.
- (d) BT will archive Configuration Files and carry out configuration restoration for LAN Services in the event of a Service failure. BT will prepare archive files on a daily basis and the last seven configurations for each LAN covered by this Service option will be stored.

2.5.8 Database Management

- (a) BT will carry out User account management and maintenance.
- (b) BT will:
 - (i) carry out initial registration, activation, deactivation and termination of User accounts;
 - (ii) generate, modify and reset User IDs and PIN codes; and
 - (iii) where appropriate, keep up to date records relating to such activities.
- (c) You will:
 - (i) provide BT with a Comma Separated Variable (“CSV”) file containing details of all Users. BT will provide a template for this; and
 - (ii) immediately inform BT of any changes to the information contained in the CSV file or any subsequent amendment to that information.

2.5.9 Converged IP Application Assurance

- (a) BT will evaluate your upgrade requests, but will only implement those changes that BT considers to be of operational benefit. You may request upgrades at any time.
- (b) BT will calculate Charges at the daily rate applicable at the time the work is carried out and you will pay on completion of the work or as otherwise specified by BT, together with any amounts claimed by BT in respect of expenses incurred. BT will pass any hardware or Software costs incurred by BT onto you.
- (c) BT will both agree a mutually convenient time at which the upgrade can be carried out.

2.5.10 Converged IP Application On Site Archive & Restoration

- (a) BT will archive Configuration Files and carry out configuration restoration in the event of a network failure.
- (b) Files will be archived to a Network Attached Storage (“NAS”) device located within your domain. The NAS may be provided by BT or by you to BT’s specification.
- (c) BT will prepare Archive files on a daily basis and the last three configurations for each device covered by this Service option will be stored.

2.5.11 Remote Data Backup

BT will use remote access technology to contact your switch, either on request or at regular intervals, to backup your configuration data. BT will copy and store your configuration data which will be subject to backup procedures and password protection. BT will backup either monthly or quarterly and will archive the data for a period of 12 months.

2.5.12 Firewall, WAS & IPS Policy Maintenance

- (a) The Service provides you with access to an online system to enable you to request in life changes to your security policy. BT will deliver all changes remotely via a remote management link. The online system is only accessible by your authorised representatives.
- (b) BT may withdraw access to the online system or replace it with an equivalent service on providing reasonable notice to you.
- (c) You:
 - (i) are responsible for the security and proper use of all User identifications and passwords for use with the online system;
 - (ii) must immediately inform BT of any changes to your authorised representatives; and
 - (iii) are responsible for immediately terminating access for anyone who is no longer authorised to use the online system.

- (d) BT will not be responsible for accepting any orders from unauthorised Users where you have not terminated access.
- (e) BT will implement the changes remotely as specified by you for MSS, WAS and IPS. BT will not be liable for any consequences arising from mis-specification of requirements by you, or unforeseen consequences of a correctly specified and correctly implemented change request.
- (f) The Service includes the following payment schemes:
 - (i) Firewall Policy Maintenance - pay as you go scheme;
 - (ii) Firewall Policy Maintenance - fixed rate scheme;
 - (iii) WAS Policy Maintenance - pay as you go scheme;
 - (iv) WAS Policy Maintenance - fixed rate scheme;
 - (v) IPS Policy Maintenance - pay as you go scheme; and
 - (vi) IPS Policy Maintenance - fixed rate scheme.
- (g) You will pay for security policy changes as and when they are requested under the pay as you go scheme. You will pay a fixed monthly recurring Charge for security policy changes subject to the limitations set out in Paragraph (j) below under the fixed rate scheme.
- (h) The options available under the pay as you go scheme are standard change requests or urgent change requests. BT will add Charges for this option to your invoice as a one off Charge following successful completion of each change request.
- (i) The option available under the fixed rate scheme is standard change requests. BT will add Charges for this option to your invoice as a monthly recurring Charge. BT will invoice you separately from the fixed rate scheme, as a one off Charge if you have an urgent request under the fixed rate scheme.
- (j) You acknowledge that BT will apply “reasonable use” restrictions under the fixed rate scheme. The threshold level for such restrictions is defined as you raising change requests more frequently than once a week, over a rolling period of three months, per physical instance of the Service. In such cases, BT may at BT’s discretion either:
 - (i) aggregate your requests over a period of time, in order that they may be implemented more efficiently. If so, you acknowledge that there will be some implementation delays and no targets will apply to implementation of changes; or
 - (ii) review your requirements, and mutually agree an appropriate alternative implementation process and any associated Charges.
- (k) In all cases, Charges for single change requests are based upon a maximum of five lines of policy for Firewall Policy Maintenance and 10 lines of policy for WAS Policy Maintenance. Where you request more than the maximum amount of policy allowed under a single change request, the single change request Charge will be multiplied as appropriate.
- (l) Lines of policy are defined as single rule changes to the following (this is not an exhaustive list):
 - (i) access list modifications;
 - (ii) NAT additions;
 - (iii) physical re-addressing of an interface; and
 - (iv) routing changes.
- (m) The delivery lead time to raise a request is four hours from receipt of the request. The delivery lead time to complete a configuration request is 48 hours from receipt.

- (n) BT will provide you with a change consultancy Service to help you translate your requirements into a consolidated set of changes where you are unable to determine the type of changes required.

2.6 Performance Reporting Options

Where you select an option from Performance Reporting as set out in the Order, the following additional conditions will apply:

2.6.1 Bronze, Gold, Platinum and Diamond Reporting Packages

- (a) BT will provide a range of reporting packages which enable you to optimise both the performance and the design of your applications and which show 'near real time' health status of your converged voice and data networks.
- (b) This Service option is only available to you if you have Proactive Fault Management.
- (c) BT will provide:
 - (i) the following reporting options: Bronze, Gold, Platinum and Diamond;
 - (ii) further details on what each reporting package includes on request;
 - (iii) near real time reports or historical reports over any selected time-frame with trend information highlighted; and
 - (iv) reports in graphical as well as text format, where appropriate.
- (d) BT will specify the details of the content of reports as well as their frequency and format, together with the available options and facilities.
- (e) You may only upgrade your existing reporting package after a minimum duration of 12 months.
- (f) You will select the same reporting package (Bronze, Gold, Platinum and Diamond) across all devices.
- (g) BT will use reasonable endeavours to ensure the accuracy and timeliness of BT's performance reports and the availability of any information, which is provided online.

2.6.2 Call Management Reporting

- (a) BT will provide you with a managed call logging communications Service that monitors and manages calls and usage on IPT services.
- (b) BT will provide:
 - (i) reporting options that include Ringmaster Pro and Switch minder; and
 - (ii) further details on what each reporting package includes on request.
- (c) The Service utilises data collection Software which is connected to your private branch exchange ("PBX") via a desktop computer.
- (d) The raw data is periodically sent to a secure approved data centre where it is stored. BT will process the raw data and use it to generate scheduled reports on a regular basis.
- (e) BT will provide you with a secure web portal to:
 - (i) access scheduled reports;
 - (ii) provide online training; and
 - (iii) produce tailored ad hoc reports.
- (f) You will automatically receive Software upgrades to the secure web portal.

2.6.3 IPT Summary Reporting

- (a) BT will provide you with a range of reports which provide information on voice quality, call records, route pattern analysis and hardware performance. BT's reporting system automatically evaluates the performance of your IPT network devices, systems and applications by analysing key statistics, using end to end historical data.
- (b) The IPT Summary Reporting Service is only available to you if you have selected IPT Performance Management.
- (c) BT will provide:
 - (i) daily, weekly and monthly reporting options;
 - (ii) reports in graphical as well as text format, where appropriate; and
 - (iii) access to a secure web portal which will enable you to access reports online.
- (d) BT will use reasonable endeavours to ensure the accuracy and timeliness of BT's reports and the availability of any information which is provided online.
- (e) BT will store the data online for a period of six months and offline for a period of two years. BT will overwrite daily, weekly and monthly summary reports on a rolling basis but you may download reports for local storage.
- (f) The Service does not include consultancy around the interpretation of reports, however BT may provide consultancy under the Professional Services option.
- (g) BT will only make the Summary Reporting Service available to you if you have selected a three or five year Minimum Period.

2.6.4 IPT Real Time Reporting

- (a) BT will provide you with a range of reports which provide information on CPU utilisation, memory utilisation, disk partition performance, IPT and PSTN Trunk Availability and Voice Quality.
- (b) BT's reporting system will automatically evaluate the performance of your IPT network devices, systems and applications by analysing key statistics using end to end near real time data.
- (c) The IPT Real Time Reporting Service is only available to you if you have selected IPT Performance Management and Summary Reporting.
- (d) BT will also provide you with access to a secure web portal which will enable you to access reports online.
- (e) BT will use reasonable endeavours to ensure the accuracy and timeliness of BT's reports and the availability of any information which is provided online.
- (f) BT will store the data online for a period of six months and offline for a period of two years.
- (g) The Service does not include consultancy around the interpretation of reports, however consultancy can be provided by BT under the Professional Services option.
- (h) The Real Time Reporting Service is only available to you if you have selected a three or five year Minimum Period.

2.6.5 3G/GPRS Performance Reporting

- (a) BT will provide you with a range of reports which may include information on mobile network availability, connected users, network outage, number of Incidents, call performance statistics, activations/deactivations and data throughput.
- (b) BT will only make the 3G/GPRS Performance Reporting Service available to you as an additional chargeable option if you have selected the 3G/GPRS Shared Back Up Service or the 3G/GPRS Corporate Back Up Service.

- (c) BT will provide the following reporting options:
 - (i) 3G/GPRS Standard Reports; and
 - (ii) 3G/GPRS Bespoke Reports.
- (d) BT will produce the reports monthly in PDF format and e-mail them to your nominated representative where you select 3G/GPRS Standard Reports.
- (e) You may choose to have reports on a daily or weekly basis where you select 3G/GPRS Bespoke Reports. BT will produce the reports in PDF format and e-mail them to your nominated representative.
- (f) BT will use reasonable endeavours to ensure the accuracy and timeliness of BT's reports and the availability of any information which is provided online.
- (g) BT will store data online for a period of six months and offline for a period of two years.

2.7 Service Management

Where you select an option from Service Management as set out in the Order, the following additional conditions will apply:

2.7.1 Service Manager

- (a) BT will appoint a dedicated Service Manager ("**SM**") who will act as in life contact for you throughout the period of the Contract.
- (b) The SM will perform the following activities:
 - (i) ownership of all service issues associated with this Contract;
 - (ii) service reviews on either a monthly or three monthly basis, depending on the option selected in the Order. This may include face to face or audio meetings with you;
 - (iii) produce and manage a service development plan based on your Service Levels as set out in the Order. The service development plan is aimed at maintaining and where appropriate improving the delivery of BT's Service to you; and
 - (iv) monitor network performance against your Service Levels and manage delivery of your service reports, where you have selected a performance reporting option of Silver, Gold or Platinum.
- (c) The SM will be based in the UK and will be available on Business Days during Business Hours. You will pay BT additional Charges for any work carried out by BT outside Business Hours. You will pay BT reasonable travel and accommodation expenses if you require the SM to travel outside the UK.
- (d) The SM will only support Services provided under this Contract.
- (e) You will pay the Charges for the SM in advance.
- (f) You will be responsible for reporting any Incidents through the Service Desk.

2.7.2 Desk Based Service Manager

- (a) BT will appoint a Desk Based SM who will act as the in life contact for you throughout the period of the Contract and perform the activities set out below.
- (b) The Desk Based SM will perform the following activities:
 - (i) ownership of all service issues associated with this Contract;
 - (ii) service reviews via audio meetings on a monthly or three monthly basis, depending on the option selected in the Order. The Desk Based SM option does not include your face to face meetings;

- (iii) produce and manage a service development plan based on your Service Levels as set out in the Order. The service development plan is aimed at maintaining and where appropriate improving the delivery of BT's Service to you; and
 - (iv) where you have selected a performance reporting option of Silver, Gold or Platinum, monitor network performance against your Service Levels and manage delivery of your service reports.
- (c) The Desk Based SM will be based in the UK and will be available on Business Days during Business Hours. You will pay BT additional Charges for any work carried out by BT outside Business Hours.
 - (d) The Desk Based SM will carry out all the activities set out in Paragraph (b) above at the desk and will not be expected to travel. You will pay BT reasonable travel and accommodation expenses if you require the Desk Based SM to travel.
 - (e) The SM will only support Services provided under this Contract.
 - (f) You will pay Charges for the Desk Based SM in advance.
 - (g) You will be responsible for reporting any Incidents through the Service Desk as set out in Paragraph 8 of this Service Schedule.

2.7.3 3G/GPRS Service Manager

- (a) BT will appoint a dedicated 3G/GPRS Service Manager ("**3G/GPRS SM**") who will act as in life contact for you throughout the period of the Contract and will perform the activities set out below.
- (b) The 3G/GPRSSM will perform the following activities:
 - (i) ownership of all service issues associated with the 3G/GPRS Back Up Service;
 - (ii) service reviews on either a monthly or three monthly basis, depending on the option selected in the Order. This may include face to face or audio meetings with you; and
 - (iii) monitor service performance and track the progress of any implemented service improvements.
- (c) The 3G/GPRSSM will only support service issues associated with the 3G/GPRS Back Up Service provided under this Contract.
- (d) The 3G/GPRS SM will be based in the UK and will be available on Business Days during Business Hours. You will pay BT additional Charges for any work carried out by BT outside Business Hours.
- (e) You will pay Charges for the 3G/GPRS SM in advance.
- (f) You will be responsible for reporting any Incidents in the 3G/GPRS Service through the Service Desk.

2.7.4 Contract Development Manager

- (a) BT will appoint a dedicated Contract Development Manager ("**CDM**") who will act as in life contact for you throughout the period of the Contract and will perform the activities set out below.
- (b) The CDM will be responsible for and perform the following activities:
 - (i) ownership of all commercial and contractual issues associated with this Contract;
 - (ii) attendance at Service reviews in accordance with the SM option selected in the Order;
 - (iii) manage any non-standard requirements set out in the Order; and

- (iv) work with BT's Account Team to produce and develop the Contract in line with your requirements.
- (c) The CDM Service is only available to you if you have selected a SM option.
- (d) The SM will be based in the UK and will be available on Business Days during Business Hours. You will pay BT additional Charges for any work carried out by BT outside Business Hours. You will pay BT reasonable travel and accommodation expenses if you require the SM to travel outside the UK.
- (e) The SM will only support Services provided under this Contract. Issues related to other BT Services and Contracts will not be covered by the CDM Service offered under this Contract.
- (f) You will pay Charges for the CDM in advance.
- (g) You will raise further orders if additional work is required outside the scope of the work set out in the Order, and additional Charges will apply.

2.8 Professional Services Options

Where you select an option of Professional Services as set out in the Order, the following additional conditions will apply:

2.8.1 General

- (a) BT will carry out work on Business Days during Business Hours. You will pay BT additional Charges for any work carried out by BT outside Business Hours.
- (b) BT will appoint a consultant who will be your principal point of contact for all enquiries relating to the Professional Service. The consultant will assess your requirements and on completion of the work, BT will provide you with a written report.
- (c) BT will correct any errors or omissions in the Professional Service that are notified to BT by you within three months of completion of the Professional Service.

2.8.2 Charges

- (a) BT will invoice you on completion of the Professional Service and for any amounts claimed by BT for expenses incurred, or as otherwise specified by BT under this Contract, with the exception of Call Off Consultancy which is payable by you in advance.
- (b) BT will calculate Charges at the daily rate applicable at the time the work is carried out, unless an alternative price is agreed with you.

2.8.3 Adhoc Consultancy

The Adhoc Consultancy Service provides Professional Services on an ad hoc basis and is designed to address ad hoc or non-standard requirements not covered by other Services. Charges for Adhoc Consultancy are subject to quotation. The Adhoc Consultancy Service is not subject to a Minimum Period.

2.8.4 Call Off Consultancy

The Call Off Consultancy Service provides Professional Services on a call-off basis, valid for a period of 12 months from the Service Start Date. BT will not provide you with a refund if the Call Off Consultancy Service is not fully utilised within the 12 month period.

2.8.5 Training

The duration and content of available training courses will be as specified in the Order. BT, or an authorised Third Party, will deliver the training, from time to time.

2.8.6 Wireless LAN Site Survey

- (a) BT will carry out a Wireless LAN Site Survey before provision of the Wireless LAN Service to determine the suitability of a Site for the Wireless LAN Service.
- (b) BT will:
 - (i) carry out a physical inspection of the Customer's Site;
 - (ii) check the proposed location of the Wireless LAN Service within the Site;
 - (iii) collect data on the existing accommodation layout;
 - (iv) identify any issues that need to be addressed by you prior to or in the course of providing Service;
 - (v) produce a written report following the Site survey; and
 - (vi) design a Wireless LAN infrastructure using access point and client server equipment as appropriate.
- (c) You acknowledge and accept that the Wireless LAN Service may be affected by future changes which take place after the Site Survey. The changes may be to the accommodation layout or in the surrounding area, which affects the transmission of the electromagnetic waves used by the Wireless LAN.

2.8.7 Security Policy Production

- (a) The Security Policy Production Service includes preparation of a Network Service Access Policy and/or a Firewall Policy Production document as set out below.
- (b) A Network Services Access Policy sets out:
 - (i) services that are allowed or explicitly denied from the Customer's LAN;
 - (ii) the way services will be used;
 - (iii) conditions for exceptions to the policy;
 - (iv) a remote user authentication policy;
 - (v) a dial in/dial out policy; and
 - (vi) a remote network connection and information server policy.
- (c) A Firewall Policy Production document sets out how the restricting of access and filtering of services, as defined in the Network Service Access Policy, will be implemented on the Firewall.
- (d) BT will appoint a consultant to discuss security policy requirements with you. The consultant will also perform the activities set out below.
- (e) The consultant will:
 - (i) provide you with information about the services available and present the possible benefits of each service, after evaluating your security requirements; and
 - (ii) prepare the policy documents.
- (f) You will provide BT with a copy of the Customer Network Services Access Policy to enable BT to produce the Firewall Policy Production where you only select the Firewall Policy Production option.

2.8.8 Blue Coat Application Policy Production

BT will appoint a consultant to discuss security application policy requirements with you. The consultant will provide you with information about the services available and present the possible benefits of each service, after evaluating your security requirements.

2.8.9 IPS Policy Production

BT will appoint a consultant to discuss your security requirements relating to the Intrusion Prevention Service (“IPS”). The consultant will also:

- (i) assist you with compiling information required as part of the IPS;
- (ii) provide any other support in relation to your IPS policy requirements; and
- (iii) work with you to compile all the required information for the IPS sensor configurations.

2.8.10 3G/GPRS Site Coverage Check

- (a) BT will carry out a Site coverage check, to determine the Site’s suitability, before provision of the 3G/GPRS Back Up Service and will perform the activities set out below.
- (b) BT will:
 - (i) carry out a physical inspection of the Customer’s Site;
 - (ii) assess the Site to check it can support sufficient bandwidth availability to accommodate 3G/GPRS Back Up;
 - (iii) identify any issues that need to be addressed by you prior to or in the course of providing Service;
 - (iv) provide an estimate of the 3G/GPRS mobile network availability, coverage and bandwidth availability;
 - (v) recommend the most appropriate location within the Site to install the CPE required for the 3G/GPRS Back Up Service; and
 - (vi) produce a written report following the Site Coverage Check to advise if the Site is suitable for the 3G/GPRS Back Up Service.
- (c) BT will invoice you for the Charges for the 3G/GPRS Site coverage check regardless of whether the 3G/GPRS Back Up Service is available or if you decide not to proceed with the 3G/GPRS Back Up Service, at that Site or any other Site.
- (d) BT will require a minimum of five Business Days’ notice to arrange a Site coverage check and coverage checks are subject to suitable engineer availability.

3. Service Management Boundary

- 3.1 The Service Management Boundary is set out in the applicable product Schedules.
- 3.2 BT will have no responsibility for the Service outside the Service Management Boundary.

4. Associated Services and Third Parties

- 4.1 You acknowledge and accept that where BT's management links are required to utilise a non-BT provided network to enable BT to provide Service to you, and there is a subsequent failure to the 3rd party network which causes disruption to the Service BT will have no liability to you relating to provision and performance of the Service and BT's inability to provide the Service, and/or its effect on other Services. Any subsequent maintenance activity required on the Service will be subject to agreement and BT may raise additional charges for such work. The SLA options will not apply.

5. Specific Terms and Conditions

5.1 Termination for Convenience

For the purposes of clause 17.2.1 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate the Service and/or the Associated Services or any Order by giving 90 days' Notice to the other.

5.2 Minimum Period of Service and Renewal Periods

5.2.1 Unless one of us gives Notice to the other of an intention to terminate the Service and/or the Associated Services at least 90 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 and/or Associated Services will automatically extend for the Renewal Period, and both of us will continue to perform each of our obligations in accordance with the Contract.

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

5.2.3 BT may propose changes to this Schedule by giving you Notice at least 90 days prior to the end of the Minimum Period of Service and each Renewal Period ("**Notice to Amend**").

5.2.4 Within 30 days of any Notice to Amend, you will provide BT Notice of your intention to:

- (a) agree to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period;
- (b) request revisions to the changes BT proposed, in which case both of us will enter into good faith negotiations for the remainder of that Minimum Period of Service or Renewal Period, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period; or
- (c) give a Notice of Non-Renewal.

5.2.5 If we both have not reached agreement in accordance with Paragraph 5.2.4(a) above by the end of the Minimum Period of Service or the Renewal Period, as applicable, the existing terms of this Schedule will apply from the beginning of the following Renewal Period unless either of us elects to give a Notice of Non-Renewal.

5.3 Access to Emergency Services

5.3.1 You acknowledge and agree that where the Service does not provide the ability for Users to call the emergency services by dialling "999" or "112" that alternative arrangements will be made by you to cover this including the maintenance of a fixed telephone number.

5.4 Content

5.4.1 Where BT provides you with Content, you acknowledge and agree that:

- (a) the use of Content is at your own risk;
- (b) the Content may change from time to time;

- (c) the Content will only be used for its own purposes and is protected by copyright, trademark, and other Intellectual Property Rights;
- (d) you will not copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the Content;
- (e) BT will not guarantee the accuracy or completeness of the Content;
- (f) you comply with any applicable terms and conditions when accessing Content; and
- (g) access to any Content provided on a subscription basis as part of the Service will cease when this Contract ends.

5.4.2 BT will have no obligation to store Content or any responsibility if stored Content is lost or deleted.

5.4.3 BT recommends that you save copies of information you wish to keep on other devices not connected with the Service.

5.5 Access to Internet

You acknowledge and agree that where the Service and/or Associated Services provide access to the Internet, the use of the Internet is at your own risk.

5.6 EULA

5.6.1 If you are supplied with Software licensed by third parties you will be required to enter into an end user licence agreement with the third party. You acknowledge that the Service can only be provided by BT if you have entered into such an end user licence agreement (“EULA”).

5.6.2 By accepting the terms of the EULA you acknowledge their conditions and to observe and comply with them for any and all use of the Service.

5.6.3 You accept responsibility in accordance with the terms of the EULA for the use of the Software accessible through Services.

5.6.4 You acknowledge that you enter into the EULA for your own benefit and that the rights, acknowledgements, undertakings, warranties and indemnities granted under the EULA are between you and the third party.

5.6.5 Any loss or damage suffered by you or the third party under the EULA will be enforceable only between you and the third party, and will not be enforceable against BT.

5.7 Review of Charges

5.7.1 BT will invoice you for Charges relating to any Regulated Service used as part of the Service at the prevailing rate set out in the BT Price List and they will vary in accordance with changes to the BT Price List.

5.7.2 BT may adjust the Charges for all other elements of the Service at any time provided that BT gives you at least 30 days prior Notice of any proposed increase in Charges prior to those dates.

5.7.3 In any calendar year, any percentage increase in Charges will not exceed the higher of:

- (a) the amount by which BT has increased the comparable charges for the Service for BT’s other commercial customers; and
- (b) 10 per cent.

5.7.4 You may give BT Notice to terminate any affected Service within one month of the date of notification if any increase in Charges for that Service exceeds 10 percent.

5.7.5 You will not be required to pay the increased Charges or any termination Charges for the affected Service that would otherwise have been applicable.

5.7.6 BT will both review whether to enter into a new contract at least six months before the end of the initial Minimum Period or Renewal Period.

5.7.7 In agreeing Charges for the new contract, you and BT will have regard to the following factors:

- (a) changes to BT's standard Charges; and
- (b) the volume and term of Services BT supplies to you.

5.7.8 If we both cannot agree the terms for a new contract and we both agree that the Contract will be renewed on the basis of the existing terms, BT may adjust the Charges to BT's prevailing standard rates.

5.7.9 BT will inform you of the adjusted Charges at least 90 days prior to the expiry of the initial Minimum Period.

5.8 Resale

BT will provide the Service for your own use, including use by Users, and you will not resell the Service to a Third Party.

5.9 BT's Employees

5.9.1 BT will provide the Service using Employees that BT considers suitably qualified to undertake the work. Such employees will remain under BT's direction and control. BT will try to maintain continuity of BT's Employees but may at any time change those employees.

5.9.2 During the course of this Contract and for a period of 12 months after its termination or expiry, you will not employ or offer employment, to BT's Employees without BT's written consent.

5.10 Service Exclusions

5.10.1 The Service may not be available in Hull, the Isle of Man or the Channel Islands.

5.10.2 BT will have no liability to you for failure to supply the Service if a Third Party refuses or delays to supply a service to BT and there is no alternative available at reasonable cost.

5.11 Security Policy

5.11.1 BT will configure Service elements in accordance with a standard security policy unless BT has agreed alternative policies or instructions with you. BT does not guarantee that all instances of fraud, misuse, unwanted or unauthorised activity or access to the BT Network, will be prevented or detected, although BT will use reasonable care and skill in carrying out BT's obligations under this Contract, in accordance with the applicable arrangements.

5.11.2 BT may take any appropriate action in order to limit any further occurrences of fraud, misuse, unwanted or unauthorised activity or access to the BT Network, whenever BT becomes aware that security has been compromised. Nevertheless, BT accepts no liability for any such incidents or for any information held on the BT Network, whether:

- (a) generated within the BT Network or transmitted onto it from the Internet or otherwise; or
- (b) for any loss or damage suffered by you including Toll Fraud, corruption or destruction of any data held on the BT Network, which occurs as a result of any breach of security, irrespective of the cause.

5.11.3 You will therefore take responsibility for:

- (a) the content and application of security policies designed to prevent unwanted or unauthorised activity or access to the BT Network; and
- (b) the implementation of suitable data archiving or other housekeeping activities which could minimise the effect of any breach of security.

Part B – Service Delivery and Management

6. BT's Obligations

6.1 Service Delivery

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

- 6.1.1 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 Desk**");
- 6.1.2 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and are notified 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;
- 6.1.3 where applicable, arrange for any surveys to be conducted to confirm the availability of a suitable Access Line to the Sites, and if the surveys identify that additional engineering work is required in order to provide a suitable Access Line to the Sites, BT may provide a new quote to you, detailing the additional Charges you will need to pay for the engineering work to be completed;
 - (a) if you accept the new quote, BT will cancel the existing Order to the affected Sites and will generate a new Order for the affected Sites and will arrange for the additional engineering works to be carried out; or
 - (b) if you do not accept the new quote, BT will cancel your existing Order for the provision of Service to the affected Sites and BT will have no obligation to provide the Service.
- 6.1.4 inform you, if it is necessary for you to provide any input(s) in order for the Service to function;
- 6.1.5 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.

6.2 Commissioning of the Associated Services

Before the Service Start Date, BT will:

BT will:

- 6.2.1 configure the Associated Services;
- 6.2.2 conduct a series of standard tests on the Associated Services to ensure they are configured correctly;
- 6.2.3 connect the Associated Services to any Enabling Services being provided;
- 6.2.4 carry out the project management activities as set out in Paragraph 2.1.4; and
- 6.2.5 on the date that BT has completed the activities in this Paragraph 6.2, confirm to you the intended Service Start Date. It will be deemed that you have accepted the Service and Associated Services on this date.

6.3 During Operation

On and from the Service Start Date, BT:

- 6.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Levels in Part C of the Contract if BT detects or if you report an Incident on the BT Network;

- 6.3.2 will work with the relevant supplier to restore Service as soon as practicable during Business Hours and where the Site is outside the UK during Local Contracted Business Hours if BT detects, or if you report an Incident on the Service;
- 6.3.3 will provide and maintain a web portal to enable you to carry out a range of functions related to the Service;
- 6.3.4 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 Planned Maintenance by a supplier;
- 6.3.5 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; and
- 6.3.6 may occasionally change the technical specification of the Service provided that:
 - (a) any such change does not materially decrease or impair performance of the Service;
 - (b) BT provides you with as much notice as reasonably practicable before taking any action;
 - (c) BT gives you 30 days written notice should there be any change to the Charges; and
 - (d) in the event that, having received a notice under (c) above, you decide to terminate the receipt of the Service, then you may do so in accordance with the provisions of Paragraph 5.1 except that the notice period in respect of the termination will be 30 days.

6.4 The End of the Service

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

- 6.4.1 once you have provided a Customer Required by Date provide you with a date on which termination of the Service (or each part of the Service, including to each Site) is due to take place ("**BT Adjusted Customer Required by Date**");
- 6.4.2 use commercially reasonable endeavours to meet the BT Adjusted Customer Required by Date;
- 6.4.3 inform you if it is necessary for you to provide any input(s) on top of your contracted obligations to be able to terminate the Service(s); and
- 6.4.4 inform you if the request to amend or change a Customer Required by Date has been accepted by all of BT's suppliers (where relevant).

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

- 6.4.5 will provide configuration information relating to the Service provided at the Sites in a format that BT reasonably specifies;
- 6.4.6 may disconnect and remove any BT Equipment located at the Sites; and
- 6.4.7 may delete any Content.

7. Your Obligations

7.1 Service Delivery

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

- 7.1.1 specify in the Order, the name(s) and contact details of the individual(s) authorised to act on your behalf for Service implementation (including Site Contacts), technical and billing matters ("**Customer Contact**"). BT may accept instructions from a person who BT reasonably believes is acting with your authority;
- 7.1.2 provide BT with any information reasonably required without undue delay;
- 7.1.3 provide BT with any information reasonably required without undue delay. BT may review the Charges for the Service, if the information provided by you changes or if you provide incomplete or incorrect information. BT may dispose of any information received from you under this Contract three months after completion of the Service or termination of this Contract, whichever is the earlier;
- 7.1.4 be responsible for the creation, maintenance and design of all your information;
- 7.1.5 warrant that you will comply with all consumer and other legislation, instructions or guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to both of us and which relate to the provision of Customer Information provided that BT has given notice to you of those which apply to BT;
- 7.1.6 ensure that the relevant members of your staff are generally available to provide assistance, advice or instruction as BT may require in the course of providing the Service;
- 7.1.7 provide BT with access to any of your Sites during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Service;
- 7.1.8 allow BT to set up any specialist equipment at your Site(s) which is required for performance of BT's obligations under this Contract;
- 7.1.9 complete any preparation activities that BT may request to enable you to receive the Services promptly and in accordance with any reasonable timescales;
- 7.1.10 notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;
- 7.1.11 provide correct address details and a named contact person at each Site where a Site visit is booked and at least two Business Days' notice where a Site visit needs to be re-arranged for a different date. BT may raise an abortive visit Charge where you fail to comply with any of the provisions described in this Paragraph 7.1.11 and/or when BT's engineer arrives at a Site to carry out the work, but you no longer want the work completed or want it completed on a different date;
- 7.1.12 in jurisdictions where an employer is legally required to make such disclosure to its employees and/or Users:
 - (a) inform your employees and Users that as part of the Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by your employees and/or Users; and
 - (b) ensure that your employees and Users have consented or will be deemed to have consented to such monitoring and reporting (if such consent is legally required), agree that BT will not be liable for any failure by you to comply with this instruction and indemnify BT from and against any Claims or action brought by your employees or Users against BT arising out of the delivery of Services by BT.
- 7.1.13 ensure that the LAN protocols and applications you use will be compatible with the Service;
- 7.1.14 where applicable provide and maintain a Line at the Site(s) for exclusive use with the Service. You will pay all Charges related to provision and use of such line and report any incidents in such line(s) directly to the supplier of the line;
- 7.1.15 ensure you put appropriate measures in place to enable Users to call emergency services;

- 7.1.16 not to make changes to the Service, without BT's prior written agreement. BT will charge you for any costs incurred by BT for such changes;
- 7.1.17 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;
- 7.1.18 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 Services;
 - (c) carry out any work that may be required after installation to make good any cosmetic damage caused during the installation or Maintenance Services;
 - (d) 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
 - (e) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate; and
- 7.1.19 until ownership in any Purchased Equipment transfers to you in accordance with Paragraph 16.4:
- (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 BT's 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 clause 18.3 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.

7.2 Service Operation

On and from the Service Start Date, you will:

- 7.2.1 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and will be available for all subsequent Incident management communications;
- 7.2.2 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;
- 7.2.3 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 using the applicable BT Network termination point, unless you have BT's permission to connect by another means and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
 - (b) connected and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
 - (c) adequately protected against viruses and other breaches of security;
 - (d) 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. It must also conform to any applicable interface specifications and routing protocols specified by BT from time to time. In the case of Purchased Equipment sold to you for your use with the Service, you may rely upon BT's representations as to such compatibility and compliance, as of the date of provision; and
 - (e) approved and used in accordance with relevant instructions and Applicable Law;
- 7.2.4 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;
- 7.2.5 connect equipment to the Service only by using the NTE at the Sites;
- 7.2.6 not use BT Equipment other than in accordance with BT's written instructions or authorisation;
- 7.2.7 not move, add to, reconfigure, modify or otherwise interfere with BT Equipment, nor permit any other person (other than a person authorised by BT) to do so. You will be liable to BT for any loss of or damage to BT Equipment, except where the loss or damage is a result of fair wear and tear or caused by BT. You will not move or relocate any BT Equipment without BT's prior written consent and you will pay BT costs or expenses reasonably incurred as a result of such move or relocation;
- 7.2.8 ensure the compatibility of any applications it wishes to use with the Service, other than where such applications are provided by BT under this Contract;
- 7.2.9 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;
- 7.2.10 maintain a list of current Users and immediately terminate access for any person who ceases to be an Authorised User;

7.2.11 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;

7.2.12 if requested to do so by BT 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. BT will give you prior written notice of such changes where user identification and passwords are allocated by BT.;

7.2.13 comply with the provisions of any Software licences provided with or as part of the Service;

7.2.14 ensure that the maximum number of Users that you authorise to access and use the Service ("**Authorised Users**") will not exceed the permitted number of User identities set out in the Order;

7.2.15 not allow any Authorised User subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual Authorised User, in which case you will ensure the prior Authorised User will no longer have any right to access or use the Service;

7.2.16 maintain a written, up to date list of current Authorised Users and provide such list to BT within five Business Days of BT's written request at any time;

7.2.17 if Third Party software is required in order to operate the Service, be responsible for ensuring that it has the appropriate number and type of software licences available and that the software is available in an appropriate format, and that any applications (other than ones provided by BT as part of the Service) are compatible with the Service;

7.2.18 backup, store, archive and maintain all Service configurations using appropriate software unless you have selected a configuration management option;

7.2.19 allow BT access to relevant Customer information and data, reasonably required to support any amendment to this Contract;

7.2.20 be responsible for the provision, installation, configuration, operation, monitoring and maintenance of equipment, required by Users to facilitate remote access to the Service; and

7.2.21 where applicable, authorise BT to take over the management control of lines already provided by BT under a separate contract and to make such changes to them, as BT deems appropriate including updating corporate account records so Charges can be invoiced under this Contract.

7.2.22 IPT Specific Obligations

Where BT is providing an IPT Service across a WAN and/or LAN that is not maintained by BT, you will:

- (a) be responsible for the design, configuration, implementation, maintenance and support of such WAN and/or LAN;
- (b) ensure that such WAN and/or LAN is able to carry real time sensitive traffic;
- (c) maintain end to end integrity of such WAN and/or LAN solution and instruct the WAN and /or LAN service provider(s) to work with BT to ensure end to end voice quality;
- (d) be responsible for ensuring that such WAN and/or LAN solution or any other type of service integrates with BT's IPT Service; and

- (e) be responsible for the installation of any softphone or wireless phone that is provided by BT under this Contract. BT will not respond to any Incident reports concerning speech quality. BT is not responsible for the interoperability of any Software or wireless phone Software with any other application(s) installed on the Customer Equipment.

7.2.23 WAN Specific Obligations

Where BT is providing a WAN Service, but not the associated LAN, you will:

- (a) be responsible for the design, configuration, implementation, maintenance and support of such LAN;
- (b) be responsible for the integration of features and functionality between BT's WAN Service with such LAN; and
- (c) be responsible for ensuring that such LAN solution integrates with BT's WAN.

7.2.24 LAN Specific Obligations

Where BT is providing a LAN Service, but not the associated WAN, you will:

- (a) be responsible for the design, configuration, implementation, maintenance and support of such WAN;
- (b) be responsible for the integration of features and functionality between BT's LAN Service with such WAN; and
- (c) be responsible for ensuring that such WAN solution integrates with BT's LAN.

7.3 The End of the Service

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

- 7.3.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Sites;
- 7.3.2 disconnect any Customer Equipment from BT Equipment located at the Sites;
- 7.3.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
- 7.3.4 arrange for any BT Equipment located at the Sites to be returned to BT; and
- 7.3.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

8. Notification of Incidents

8.1 Where you become aware of an Incident:

- 8.1.1 the Customer Contact will report it to BT's Service Desk;
- 8.1.2 BT will give you a report, which will include a unique reference number and details of the Incident ("**Trouble Ticket**");
- 8.1.3 BT will inform you when BT believes the Incident is cleared, and will close the Trouble Ticket when:
 - (a) you confirm that the Incident is cleared within 20 minutes of being informed; or
 - (b) BT has attempted unsuccessfully to contact you in relation to the Incident and you have not responded within 20 minutes of BT's attempt to contact you; and
- 8.1.4 if you confirm that the Incident is not cleared within 20 minutes of being informed, the Trouble Ticket will remain open, and BT will continue to endeavour to resolve the Incident until the Trouble Ticket is closed as set out in Paragraph 8.1.3.

8.2 Where BT becomes aware of an Incident, Paragraphs 8.1.2, 8.1.3 and 8.1.4 will apply.

9. Invoicing

9.1 BT will invoice you for the Charges for the Service as set out in paragraph 9.2 in the amounts and currency specified in any Orders.

9.2 Unless stated otherwise in an applicable Order, BT will invoice you for:

9.2.1 connection and Installation Charges, on or after the Service Start Date (or monthly/quarterly in arrears prior to the Service Start Date for any work carried out where the planned installation period is longer than one month);

9.2.2 Recurring Charges, except Usage Charges, monthly in advance unless a quarterly billing option is specified in the Order. (for any period where Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis);

9.2.3 Usage Charges, monthly/quarterly in arrears on the first day of the relevant month, calculated at the then current rates;

9.2.4 any Charges for any Purchased Equipment on or after the Service Start Date, and those Charges which will apply from the date of delivery of that Purchased Equipment; and

9.2.5 any Termination Charges incurred in accordance with Paragraph 11 upon termination of the relevant Service.

9.3 Usage Charges are not included in the Charges for the Service set out in the Order. Usage Charges and associated terms are detailed in the BT Price List except as may be stated on the Order.

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

9.4.1 Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is outside the Service Management Boundary;

9.4.2 Charges for commissioning the Service as set out in Paragraph 6.2 outside of Business Hours;

9.4.3 Charges for restoring Service if the Service has been suspended in accordance with clause 10.1.2 of the General Terms;

9.4.4 Charges for expediting provision of the Service at your request after you have been informed of the Customer Committed Date;

9.4.5 Charges for decommissioning a Site;

9.4.6 Charges for producing, reissuing or sending copies of any documents BT has already sent to you which have not been returned within the timeframe set out in the document;

9.4.7 Charges for additional work carried out by BT where you fail to keep an agreed appointment with BT at a Site (also referred to as an abortive visit charge);

9.4.8 Charges which arise as a result of a site survey;

9.4.9 Charges for work carried out by BT at your request outside of Business Hours (also referred to as Timescale Charges);

9.4.10 Charges for work carried out by BT to correct a Incident caused by some act or omission on your part;

9.4.11 Charges for additional work carried out by BT due to you requesting a change to the Service design set out in the Order Form;

9.4.12 Charges for additional work carried out by BT where you delay delivery or installation of the Service. BT may invoice you immediately for work carried out that would have been due and proper had the delay not occurred;

- 9.4.13 Charges for additional work carried out by BT where BT's obligations are made more complex or costly as a result of some act or omission on the part of you;
 - 9.4.14 Charges which arise where BT recommends a change to Purchased Equipment for technical reasons identified during provision of the Service;
 - 9.4.15 Charges for additional work carried out by BT directly attributable to your failure to perform or delay where such work is necessary to provide the Service;
 - 9.4.16 Charges for cancelling the Service in accordance with clause 16 of the General Terms; and
 - 9.4.17 any other Charges set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.
- 9.5 Where practicable, BT will notify you in advance of BT's intention to raise additional Charges and agree these with you.

10. Cancellation Charges

- 10.1 If you exercise your right under clause 17 of the General Terms to cancel the Service and/or Associated Service, for convenience, prior to the Service Start Date, you will pay BT in respect of work performed, money spent and commitments entered into to meet your requirements up to and including the time of such cancellation and for any expenses incurred in removal from the Site of BT Equipment, Purchased Equipment and Supplied Equipment.

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, the Service and/or Associated Service, for convenience, you will pay BT:
- 11.1.1 all outstanding Charges for Service rendered;
 - 11.1.2 De-commissioning Charges;
 - 11.1.3 any remaining Charges outstanding with regard to BT Equipment or Purchased Equipment; and
 - 11.1.4 any other Charges set out in the Order.
- 11.2 In addition to the Charges set out at Paragraph 11.1 above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT Termination Charges, as compensation, equal to:
- 11.2.1 20 per cent of the Recurring Charges for Network Services terminated for all other remaining months of the Minimum Period of Service or Renewal Period;
 - 11.2.2 35 per cent of the Recurring Charges for all other Services (except for Services set out under Paragraphs 11.2.3, 11.2.4 and 11.2.5 below) terminated for all other remaining months of the Minimum Period of Service or Renewal period;
 - 11.2.3 Charges payable for the remainder of the Minimum Period or Renewal period, for the Maintenance Service and/or management Services relating to your existing equipment taken over by BT in accordance with the terms set out in the Equipment Schedule;
 - 11.2.4 For BTnet/Internet Connect UK
 - (a) an amount equal to 100 per cent of the Recurring Charges for any parts of the Service that were terminated for all other remaining months of the Minimum Period of Service; and
 - (b) an amount equal to 50 per cent of the Recurring Charges for any parts of the Service that were terminated for all other remaining months of the Committed Term (excluding the Minimum Period of Service).

Managed Service from BT Schedule to the General Terms

- 11.2.5 80 per cent of the Recurring Charges for Message scan Services terminated for all other remaining months of the Minimum Period of Service or Renewal Period;
- 11.2.6 for SHDS Connect 1000 FT5 Services with a 5 year Minimum Period:
 - (a) 200 per cent of the Recurring Charges for SHDS Connect 1000 FT5 Services terminated in year one for all other remaining months of the Minimum Period of Service;
 - (b) 180 per cent of the Recurring Charges for SHDS Connect 1000 FT5 Services terminated in year two for all other remaining months of the Minimum Period of Service;
 - (c) 160 per cent of the Recurring Charges for SHDS Connect 1000 FT5 Services terminated in year three for all other remaining months of the Minimum Period of Service;
 - (d) 140 per cent of the Recurring Charges for SHDS Connect 1000 FT5 Services terminated in year four for all other remaining months of the Minimum Period of Service;
 - (e) 120 per cent of the Recurring Charges for SHDS Connect 1000 FT5 Services terminated in year five for all other remaining months of the Minimum Period of Service;
- 11.2.7 the following additional Charges:
 - (a) all committed costs to a supplier incurred by BT as a result of your commitment to BT under the Contract, which BT cannot reasonably mitigate; and
 - (b) all incremental charges incurred by BT from a supplier due to the early termination.
- 11.2.8 any discount that has been applied as a result of the Minimum Period selected including any term discount;
- 11.2.9 during the first 12 months of the Minimum Period of Service only:
 - (a) 100 per cent of the Recurring Charges for the part(s) of the Service terminated for any remaining months of the first 12 months of the Minimum Period of Service; and
 - (b) any waived Installation Charges for the part(s) of the Service(s) that will be terminated;
- 11.2.10 any applicable connection charges, plus termination Charges as set out in the BT Price List for any Regulated Services.
- 11.3 If you exercise your right under clause 17 of the General Terms to terminate the Contract, the Service or any Associated Service, for convenience, during the Minimum Period of Service or Renewal Period, BT may review the Charges for Service to the remaining Sites.
- 11.4 Termination of any individual Service will not affect the Parties' rights and obligations with regard to any other Service.
- 11.5 You will not pay BT Termination Charges where you terminate the Service and/or Associated Service and migrate to another Service and/or Associated Service provided by BT under this Contract provided that:
 - 11.8.1 the planned Service Start Date of the new Service(s) and/or Associated Service is within 90 days of the effective date of termination;
 - 11.8.2 the total annual Recurring Charges are equal to or greater than the annual Recurring Charges of the terminated Services and/or Associated Services;
 - 11.8.3 the Service and or/Associated Services to be terminated has been operational for at least 12 months (or has been operational for at least three months if the Service to be terminated is ADSL Connect);
 - 11.8.4 the Minimum Period of the new Service and/or Associated Service is either three or five years;
 - 11.8.5 the Service/Associated Service to be terminated and the new Service/Associated Service are at the same Site; and
 - 11.8.6 you pay BT Decommissioning Charges for the Services/Associated Services which are terminated.

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This Paragraph does not apply to Regulated Services, you will pay applicable termination Charges as set out in Paragraph 11.2.10 above.

12. Service Amendment

- 12.1 You may request, by giving BT Notice, a change to:
- 12.1.1 an Order for the Service and/or Associated Services (or part of an Order) at any time before the applicable Service Start Date; or
 - 12.1.2 the Service and/or Associated Services, at any time on or after the Service Start Date.
- 12.2 If you exercise your right under Paragraph 12.1, and except where a 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/or Associated Service; and
 - 12.2.2 any changes to the Charges due to the changed Service and/or Associated 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 and/or Associated 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 You are responsible for devising any IP addresses which may be required for the purposes of the WAN, LAN (or both as appropriate) network management.
- 13.3 BT cannot ensure that any requested Domain Name will be available from or approved for use by the Internet Registration Authority and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.
- 13.4 You warrant that you are the owner of, or are authorised by the owner of, the trade mark or name that you wish to use as a Domain Name.
- 13.5 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.
- 13.6 Telephone numbers made available with the Service will at all times remain BT's property and will be non-transferable, and all of your rights to use such telephone numbers will cease on termination or expiration of the Service.

14. BT Equipment

- 14.1 BT Equipment will remain BT's property at all times and risk in BT Equipment will pass to you upon delivery, whether or not the BT Equipment has been installed.
- 14.2 You will hold BT Equipment in safe custody at your own risk and will maintain and keep it in good condition except for fair wear and tear.
- 14.3 You will not use BT Equipment other than in accordance with BT's written instructions or authorisation and will not move, add to, reconfigure, modify or otherwise interfere with BT Equipment, nor permit any other person (other than a person authorised by BT) to do so.

- 14.4 You will be liable to BT for any loss of or damage to BT Equipment, except where the loss or damage is a result of fair wear and tear or caused by BT.
- 14.5 You will not move or relocate any BT Equipment without BT's prior written consent and you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation.
- 14.6 On termination of the Service by either of us, you will:
- 14.6.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s);
 - 14.6.2 disconnect any Customer Equipment from BT Equipment located at the Site(s);
 - 14.6.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
 - 14.6.4 arrange for any BT Equipment located at the Site(s) to be returned to BT; and
 - 14.6.5 be liable for any reasonable costs of recovery incurred by BT in recovering the BT Equipment.

15. WEEE Directive

- 15.1 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").
- 15.2 Each of us acknowledge that for the purposes of Article 13 this Paragraph 15 is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 15.3 You will be responsible for any information recording or reporting obligations imposed by the WEEE Directive.
- 15.4 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 15 or in connection with the WEEE Directive.
- 15.5 BT will notify you of any such claims or proceedings and keep you informed as to the progress of such claims or proceedings.

16. Purchased Equipment

16.1 General

- 16.1.1 BT's written representations as to compatibility and compliance of equipment will apply in relation to Purchased Equipment for use with the Service.
- 16.1.2 BT does not make any representations, whether express or implied, with respect to the interoperability between the Service and any Customer Equipment.

16.2 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.

16.3 Sale of Goods

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

16.4 Transfer of Title and Risk

- 16.4.1 Where the Purchased Equipment is delivered to a Site that is located within the UK:
 - (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 install 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 BTBT does not deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment.

16.5 Acceptance

16.5.1 Where the Site is located within the UK, 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.

16.5.2 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.

16.6 Warranty

16.6.1 At any time following the Service Start Date (or any other period that BT gives you Notice of), if you report to BT in accordance with Paragraph 8 that there is an Incident in the Purchased Equipment which is due to faulty design, manufacture or materials, or BT's negligence, 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.

16.6.2 If requested by BT, you will return the Purchased Equipment affected by an Incident to BT or to the manufacturer or other third party, in accordance with BT's instructions, for repair or replacement as set out in Paragraph 16.6.1.

16.6.3 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.

16.7 Security

16.7.1 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.

16.7.2 BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.

Part C – Service Levels

17. General

- 17.1 BT will calculate a Service Credit payment in accordance with the provisions in this Part C which will be paid on your next applicable invoice. Such Service Credit payment will be in full and final settlement of BT's liability for failure to provide or repair Service or for failure to meet the availability or performance targets.
- 17.2 The Service Credit will only apply to the particular type of Service and/or Associated Service and the Site that is affected and will not apply to other types of Services or Associated Services covered by this Contract.
- 17.3 You will register a Incident with BT (other than for the On time Delivery Service Level) to enable BT to consider a claim.
- 17.4 You may claim a single Service Credit which will be the highest Service Credit applicable to the failure if BT fails to meet both the Repair Times and Availability Targets in accordance with Paragraphs 19 and 20.
- 17.5 BT will calculate the Service Credit as one third of the applicable quarterly or monthly charge, depending on the billing option you have selected as set out in the Order Form.

18. On Time Delivery

18.1 On Time Delivery Service Level

- 18.1.1 BT will deliver the Service and Associated Services on or before the Customer Committed Date (the "On Time Delivery Service Level").
- 18.1.2 The On Time Delivery Service Level is only available if you that have selected a Provision Option of Project Management with BT Desk Based Project Manager, or Project Management with BT Face to Face Project Manager.

18.2 On Time Delivery Service Credits

- 18.2.1 You may claim On Time Delivery Service Credits by reporting any failure to meet the On Time Delivery Service Level to the Service Desk in accordance with Paragraph 8 (Notification of Incidents).
- 18.2.2 You may claim On Time Delivery Service Credits as set out in the table below if BT does not meet the On Time Delivery Service Level.

Number of Business Days after Customer Committed Date	Credit
Between (and including) 1 and 5	10%
For every additional set of 5 (and part thereof)	10%

- 18.2.3 BT will apply the Service Credit to the monthly Recurring Site Charge for the affected Site and not to any other element of Charges applicable under this Contract. The Service Credit will increase in increments of 10% for every additional set of five Business Days that BT is late in delivering the Service and/or Associated Services after the Customer Committed Date. Such increase will be capped at a maximum of 50% of the applicable monthly Recurring Site Charge for the affected Site.
- 18.2.4 If both of us have agreed a revised Customer Committed Date in writing, or if BT exercises BT's right to revise the Customer Committed Date as set out in Paragraph 18.3.1, the calculation of any On Time Delivery Service Credits will be made by reference to the revised Customer Committed Date.

18.3 Exceptions

18.3.1 If you request a change to the Service and/or Associated Service or any part of the Service and/or Associated Service, including, without limitation, any Purchased Equipment or any IP Address location, then BT may change the Customer Committed Date to accommodate such change and the On Time Delivery Service Level will only apply to the new Customer Committed Date.

18.3.2 The On Time Delivery Service Level does not apply to upgrades and/or changes to the Services and Associated Services, unless these require the installation of new components and have an agreed delivery date, in which case the Customer Committed Date will be the agreed delivery date.

18.3.3 BT may expedite delivery of the Service and/or Associated Services either for operational reasons or in response to your request. This will not affect the original Customer Committed Date and the On Time Delivery Service Level will not apply to any expedited date.

18.3.4 Where you do not provide the information required by BT, or comply with the provisioning rules and timescales provided by BT in writing, the On Time Delivery Service Level will not apply.

19. Repair

19.1 Repair Service Level

19.1.1 BT aims to restore the Service and Associated Services within the time specified for the Maintenance Service option selected from the time that BT provides a Trouble Ticket (the “**Repair Service Level**”).

19.1.2 The Repair Service Level is only available if you that have selected a Maintenance Service Option of either Standard Care, Business Care, Enhanced Care or Business Premium Care and an Enhanced Fault Management Option of Rapid Diagnostics Service or Standard or Enhanced Incident Management.

19.2 Repair Service Credits

19.2.1 You may claim Repair Service Credits as set out in the table below if BT does not meet the repair times set out in Paragraph 19.1.1.

Number of working hours beyond repair times	Credit
Less than 1	1%
More than 1 but less than 2	2%
More than 2 but less than 3	3%
More than 3	4%

19.2.2 BT will apply the Repair Service Credit to one months Site recurring Charge for the affected Site at which the Failure of Service occurred.

19.3 Exceptions

19.3.1 The Repair Service Level does not apply in respect of any Failure of Service when a complete chassis change-over is required to restore the Failure of Service.

19.3.2 The Repair Service Level does not apply to Sites located outside the UK.

19.3.3 The Repair Service Level does not apply in the event of a failure due to your internal wiring.

20. Service Availability

20.1 Service Availability and Restoration Service Level – Tier 1

20.1.1 From the Service Start Date BT will provide the Service and Associated Services with the target availabilities set out in the table in Paragraph 20.1.3 below (“**Service Availability and Restoration Service Level – Tier 1**”).

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20.1.2 The Service Availability and Restoration Service Level - Tier 1 is only available if you have selected a WAN with a network Service option of VPN from the Network Service Schedule. For each Site, you must have selected the Business Premium Care Maintenance Service on the primary circuit and the Enhanced Fault Management option of Rapid Diagnostics Service or Standard or Enhanced Incident Management.

20.1.3 The following table sets out the availability targets which are based on the level of resilience that you have selected within the Contract.

WAN Resilience Level	Availability Targets
	UK
Full Resilience Secure + Access Circuits	100%
Network and Router Resilience Dual Primary WAN Link with Dual/Multiple Interconnected Router	99.9%
Network Resilience Only – Single Router Single router with Secure Access Circuits or WAN Link with ISDN Dial Around / ADSL Back-Up (UK only) or WAN Link with ISDN Back-Up (International Only)	99.8%
No Resilience Single WAN Link with Single Router	99.6%

20.2 Tier 1 Availability Service Credits

20.2.1 If BT does not meet the availability targets set out in Paragraph 20.1.3 above you may claim Tier 1 Availability Service Credits as set out in the table below.

Availability Target	Credit
For every 0.1% that BT is below target	1 day

20.2.2 BT will apply the Tier 1 Availability Service Credits to the monthly Network Charges for the affected Site and not to any other element of Charges applicable under this Contract. The Tier 1 Availability Service Credits will increase in increments of one day for every 0.1% that BT is below the availability target. Such increase will be capped at a maximum of 10 days of the applicable monthly Network Charges.

20.2.3 You may only claim against Service Availability and Restoration Service Level - Tier 1 or Service Availability and Restoration Service Level - Tier 2, not both.

20.2.4 Availability of the Service and Associated Services will be measured as a proportion of time in a calendar month starting from the first day of the relevant calendar month. Where a failure occurs at the end of a calendar month then it will be carried forward to the next calendar month.

20.3 Exceptions

Managed Service from BT Schedule to the General Terms

20.3.1 The Service Availability and Restoration Service Level – Tier 1 SLA does not apply to the BT Managed Microsoft UCC Service.

20.3.2 The Service Availability and Restoration Service Level – Tier 1 SLA does not apply in the event of a failure due to your internal wiring.

20.4 Service Availability and Restoration Service Level – Tier 2

20.4.1 From the Service Start Date BT will aim to provide the Service and Associated Services with the target availabilities set out in the table in Paragraph 20.4.3 below. (the “**Service Availability and Restoration Service Level – Tier 2**”).

20.4.2 The Service Availability and Restoration Service Level – Tier 2 is available if you have selected a WAN, LAN or IPT service. For each Site, you must have selected the Business Premium Care Maintenance Service on the primary circuit and an Enhanced Fault Management option of Rapid Diagnostics Service or Standard or Enhanced Incident Management.

20.4.3 The following table sets out the availability targets which are based on the level of resilience that you have selected within the Contract.

Description	Availability Targets %			
	UK	International Zone		
		1	2	3
WAN Solutions				
Full Resilience Secure + Access Circuits	100	99.9	99.8	99.7
Network and Router Resilience Dual Primary WAN Link with Dual / Multiple Interconnected Routers	99.9	99.8	99.8	99.7
Network Resilience Only – Single Router Single router with Secure Access Circuits or WAN Link with ISDN Dial Around / ADSL Back-Up (UK only) or WAN Link with ISDN Back-Up (International Only)	99.8	99.7	99.7	99.6
No Resilience Single WAN Link with Single Router	99.6	99.5	99.5	99.4
LAN Solutions				
Per Site Availability	99.9			
IP Telephony / Microsoft UCC Solutions				
Full Resilience Clustered Servers and Campus Resilience	99.9			

Managed Service from BT Schedule to the General Terms

Partial Resilience Box Resilience, Dual Processors, Signalling Servers or Mirrored Discs	99.8			
No Resilience	99.5			
Managed Security Services				
Full Resilience Dual Internet Access with Dual/Multiple Interconnected Firewalls	99.9			
No Resilience	99.5			
Description	Availability Targets %			
	UK	International Zone		
		1	2	3
WAN				
Full Resilience Secure + Access Circuits	100	99.9	99.8	99.7
Network and Router Resilience Dual Primary WAN Link with Dual / Multiple Interconnected Routers	99.9	99.8	99.8	99.7
Network Resilience Only – Single Router Single router with Secure Access Circuits or WAN Link with ISDN Dial Around / ADSL Back-Up (UK only) or WAN Link with ISDN Back-Up (International Only)	99.8	99.7	99.7	99.6
No Resilience Single WAN Link with Single Router	99.6	99.5	99.5	99.4
LAN				
Per Site Availability	99.9			
IP Telephony / Microsoft UCC Solutions				
Full Resilience Clustered Servers and Campus Resilience	99.9			
Partial Resilience Box Resilience, Dual Processors, Signalling Servers or Mirrored Discs	99.8			
No Resilience	99.5			

Managed Service from BT Schedule to the General Terms

Managed Security Services				
Full		Resilience	99.9	
Dual Internet Access with Dual/Multiple Interconnected Firewalls				
No Resilience			99.5	
International Zones				
Zone 1		Zone 2	Zone 3	
Australia	Japan	China	Argentina	Israel
Austria	Luxembourg	Indonesia	Bolivia	Latvia
Belgium	Netherlands	Malaysia	Brazil	Lithuania
Canada	New Zealand	Mexico	Bulgaria	Malta
Denmark	Norway	Portugal	Chile	Panama
Finland	Singapore	South Korea	Colombia	Peru
France	Spain	Venezuela	Croatia	Philippines
Germany	Sweden		Cyprus	Poland
Hong Kong	Switzerland		Czech Republic	Romania
Ireland	Taiwan		Ecuador	Russia
Italy	USA		Egypt	Slovak Republic
			Estonia	South Africa
			Greece	Thailand
			Guatemala	Turkey
			Hungary	Ukraine
			India	

20.5 Tier 2 Availability Service Credits

20.5.1 You may claim Tier 2 Availability Service Credits as set out in the table below if BT does not meet the availability targets set out in Paragraph 20.4.3 above.

Availability Target	Credit
For every 0.1% that BT is below target	10%

20.5.2 BT will apply the Tier 2 Availability Service Credit to the monthly Recurring Site Charge for the affected Site and not to any other element of Charges applicable under this Contract. The Tier 2 Availability Service Credit will increase in increments of 10% for every additional 0.1% that BT is below the availability target. Such increase will be capped at a maximum of 50% of the applicable monthly Recurring Site Charge.

20.5.3 You will receive a single Tier 2 Availability Service Credit of ninety days rental for that Secure+ Access Circuit if you have selected a Secure+ Access Circuit and both the primary and secondary access fail at the same time. The Service Availability and Restoration Service Level - Tier 2 SLA will not apply if the provision of each access is not possible via separate ducts and both the primary and secondary access fail at the same time.

Managed Service from BT Schedule to the General Terms

20.5.4 Tier 2 Availability Service Credits will be based on BT's failure to meet the availability targets using the following formula:

- (a) $(1 - (\text{the Outage Time in minutes} / (\text{the number of days in the relevant calendar month} * 24 * 60)) * 100.$

20.5.5 Availability of the Service and Associated Services will be measured as a proportion of time in a calendar month starting from the first day of the relevant calendar month. Where a failure occurs at end of a calendar month then it will be carried forward to the next calendar month.

20.6 Exceptions

20.6.1 This Service Availability and Restoration Service Level – Tier 2 SLA does not apply in the event of a failure due to your internal wiring.

21. Core Network Performance

21.1 From the Service Start Date BT will aim to provide the BT Network with the performance targets set out in the table in Paragraph 21.4 below ("**Core Network Performance Service Level**").

21.2 The Core Network Performance Service Level is only available if you that have selected a WAN with a network service option of VPN from the Network Service Schedule. For each Site, you must have selected a Service Maintenance option of Business Premium Care and a Enhanced Fault Management option of Rapid Diagnostics Service or Standard or Enhanced Incident Management.

21.3 The Core Network Performance Service Level covers Round Trip Delay, Packet Delivery and Jitter.

21.4 BT will aim to meet the following performance targets on the BT Network:

Class of Service	Performance Type	Performance Target
Class 1 or Expedited Forwarding	Round Trip Delay	20 ms
Class 1 or Expedited Forwarding	Packet Delivery	99.9%
Class 1 or Expedited Forwarding	Jitter	3.5 ms
Class 2 or Assured Forwarding	Round Trip Delay	23 ms
Class 2 or Assured Forwarding	Packet Delivery	99.95%
Class 3 or Default	Round Trip Delay	30 ms
Class 3 or Default	Packet Delivery	99.8%

21.5 Core Network Performance Service Credits

21.5.1 You may claim Core Network Performance Service Credits as set out in the table below if BT does not meet the performance targets set out in Paragraph 21.4 above.

Managed Service from BT Schedule to the General Terms

Round Trip Delay Exceeded by	Packet Delivery Failed by	Jitter Exceeded by	Credit
Less than or equal to 20%	Less than or equal to 20%	Less than 10%	1 day
More than 20%	Not applicable	More than 10%	2

21.5.2 BT will apply the Core Network Performance Service Credit to the monthly Network Charges for the affected Site and not to any other element of Charges applicable under this Contract. The Core Network Performance Service Credit will be capped at a maximum of two days of the applicable monthly network charge.

21.5.3 Performance targets will be measured in a calendar month starting from the first day of the relevant calendar month.

22. Service Credit Claims

- 22.1 You may submit a claim for Service Credits, including details of the reason for the claim, with BT's customer service team.
- 22.2 For On Time Delivery Service Credits, you may claim within 60 Business Days of the final agreed Service Start Date and should cover all of the affected Sites, as appropriate. For Repair Service Credits, Tier 1 Service Availability and Restoration Service Credits, Tier 2 Service Availability and Restoration Service Credits or Core Network Performance Service Credits, the claim must be made before the end of the next calendar month after the incident occurred.
- 22.3 BT will acknowledge the claim within one Business Day of receipt and a response letter will be sent to you within 15 Business Days. You will notify BT in writing within two months from the date of BT's response if there is a dispute or query relating to the claim.
- 22.4 Failure by you to submit a claim in accordance with Paragraph 22.1 will constitute a waiver of any claim for Service Credit(s) in that calendar month.
- 22.5 If BT receives a valid claim for Service Credit(s) in accordance with Paragraph 22.1, BT will pay you the applicable Service Credit(s) by deducting those Service Credit(s) from your invoice within two billing cycles of the claim being received. Where the Service Credit(s) are due upon expiry or termination of the Contract and no further invoices are due to be issued by BT, BT will pay you the Service Credits in a reasonable period of time.
- 22.6 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.

23. Exclusions

- 23.1 The Service Levels under this Schedule will not apply:
- 23.1.1 during any trial period of the Service;
 - 23.1.2 to failures due to any Force Majeure Event;
 - 23.1.3 to any Incident not reported in accordance with Paragraph 8;
 - 23.1.4 if you have not complied with the Contract, in particular failed to observe any of your obligations under this Contract;

- 23.1.5 to any Failure of Service which does not last for a continuous period of three minutes;
- 23.1.6 to any Site where all of the Services have not been provided in full or where the Service has not been provided as described in the Service definition;
- 23.1.7 to any incident caused by your failure to comply with any reasonable instruction from BT;
- 23.1.8 to any failures due to Interference caused by a Third Party;
- 23.1.9 to any incident that is due to a Incident on the Customer Network, any unauthorised activity or access taken by you;
- 23.1.10 to any Incident caused by equipment not provided by BT with the exception of equipment that is being maintained by BT under this Contract;
- 23.1.11 to any incident that has not been confirmed by a Trouble Ticket provided by BT;
- 23.1.12 to any Outage time as a result of service being suspended in the event of an emergency and/or to safeguard the integrity and security of the BT network and/or repair or enhance performance of the network as part of Planned Maintenance;
- 23.1.13 to any Incident that is found to have the same root cause as a previous Incident will be classed as the same Incident;
- 23.1.14 during re-provisioning or changes to an existing Service;
- 23.1.15 to a Site that is outside the UK unless specifically stated in this Contract;
- 23.1.16 to Incidents which are circumvented by means of ISDN Dial Around, ISDN Dial Back-Up, resilience for IP Telephony or Managed Security Service ADSL Backup;
- 23.1.17 to Incidents which occur on ISDN Dial Around, ISDN Dial Back-Up Lines, ADSL Backup during periods when the circuit primarily used to provide the Service is fully functional;
- 23.1.18 to any ISDN, Business Highway, ADSL and Broadband based Services;
- 23.1.19 during the rollout of security tokens;
- 23.1.20 to any Incident that occurs on an IP Telephony handset;
- 23.1.21 to any Failure of Service, Incident or incident due to CPE which is declared end of life by the original equipment manufacturer and is no longer maintained or supported by the original equipment manufacturer; and
- 23.1.22 to any failure by BT to meet the Service Levels is not in itself a material breach of the Contract.

Part D – Defined Terms

24. 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.

“ADSL” means asymmetric digital subscriber line.

“Application” means your application to the Company to enter into a Hire Agreement, such application consisting of a form of Hire Agreement completed and signed by or on your behalf, which is to be submitted to the Company by BT on your behalf.

“Authorised User” has the meaning given in Paragraph 7.2.14.

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

“Branch Site” means a remote Site where end Users are located, connected via a WAN to enable access to the master application/data servers. Local servers may exist at these locations for local-only services.

“BT Adjusted Customer Required by Date” has the meaning given in Paragraph 6.4.1.

“BT Desk Based Project Manager” has the meaning given in Paragraph 2.1.4(b).

“BT Employees” means any person employed by BT, as well as any agents, subcontractors or others acting on behalf of, who carries out work under or in connection with this Contract.

“BT Exchange” means the telephone exchanges owned and operated by BT.

“BT Face to Face Project Manager” has the meaning given in Paragraph 2.1.4(b).

“BT Project Director” has the meaning given in Paragraph 2.1.4(b).

“Business Day” means Mondays through Fridays, inclusive, but does not include national, public, or bank holidays in the country or locality where the relevant action is to be taken. If the day on or by which anything is to be performed is not a Business Day, it must be done on or by the next Business Day.

“Business Hours” means between the hours of 0800 and 1700.

“CDM” has the meaning given in Paragraph 2.7.4(a).

“Circuit” means the complete path between two terminals over which one-way or two-way communications may be provided.

“Company” means a finance house or other third party to whom you apply for facilities to be provided to you under a Hire Agreement. The Company will not act on BT’s behalf of or as BT’s agent. The Company is not authorised to make any statements in connection with this Contract.

“Configuration File” means your record of security requirements in accordance with which the security facilities available as part of the Service will be configured.

“Content” means information made available, displayed or transmitted in connection with a Service (including, without limitation, information made available by means of an HTML “hyperlink”, third party posting or similar means) including all trademarks, service marks and domain names contained in such information, as well as the contents of any bulletin boards or chat forums, and all upgrades, updates, modifications and other versions of any of the foregoing.

“Contract Development Manager” has the meaning given in Paragraph 2.7.4.

“Core Network Performance Service Credits” means the service credits set out in Paragraph 21.5.

“Core Network Performance Service Level” has the meaning given in Paragraph 21.1.

Managed Service from BT Schedule to the General Terms

“CPE” means Customer Premises Equipment which is any equipment (including Software embedded in or run on such equipment), whether BT Equipment, Purchased Equipment, Supplied Equipment or equipment owned by you, which is provided, maintained or managed by BT as part of the Service and which is located at a Site, access to which can be granted by you to BT.

“CSV” has the meaning given in Paragraph 2.5.8(c)(i).

“Customer Committed Date” has the meaning given in Paragraph 6.1.5.

“Customer Contact” has the meaning given in Paragraph 7.1.1.

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

“Customer Information” means information, video, graphics, sound, music, photographs, Software and any other materials (in whatever form) published or otherwise made available (directly or indirectly) by or on your behalf by using the Service.

“Customer Network” means your private telecommunications network comprising any WAN, LAN, Managed Security Services and/or IPT Services, as appropriate and as configured so that traffic can be delivered over the BT Network.

“Decommissioning Charges” means the charge payable by you for decommissioning the Service at a Site on termination of the Service.

“Desk Based Service Manager” has the meaning given in Paragraph 2.7.2.

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

“DSL” means Digital Subscriber Line.

“Effective Date” means the date BT communicates BT’s acceptance of your Order. (replaces the Effective Date definition in the General Terms).

“Enabling Service” means an associated service that will connect to the Service and are necessary for the Service to function. You will ensure that the Enabling Service(s) meet the minimum technical requirements that BT specifies.

“ESD” has the meaning given in Paragraph 2.2.2(a).

“External Service Provider” means a third party providing services to you under a separate contract.

“Failure of Service” means a total and continuous loss of Service that cannot be circumvented.

“Fault” means an event which is not part of the standard operation of the third party service and which causes an interruption to or reduction in the quality of a particular element of the third party service.

“Firewall” means a hardware device together with any associated Software, designed to prevent unauthorised access to your LAN.

“Hire Agreement” means any agreement relating to Supplied Equipment between you and the Company for hire, lease, rental, hire purchase, lease purchase, conditional sale or any facilities or arrangement similar to any of them.

“Host Site” means a Site where your master application/data servers are located. End User traffic is mainly destined for services located at this location. It is possible for your end Users to be located at a Host Site.

“Incident” means an event which is not part of the standard operation of the Service (including Purchased Equipment, if any) and which causes an interruption to or a reduction in the quality of a particular element of the Service.

“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’s Equipment as applicable.

Managed Service from BT Schedule to the General Terms

“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 Public Switched Telephone Network.

“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, specifying the format for addresses and units of transmitted data.

“IPS” has the meaning given in Paragraph 2.8.9.

“IP Telephony” or “IPT” means Internet Protocol Telephony.

“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.

“Jitter” is an indicator of the variation in the time between packets arriving at a Site.

“Line” means a telecommunications circuit of the type and configuration specified by BT and provided or managed by BT under this Contract, forming part of the Customer Network and connecting a Site to the BT Network.

“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 Service of any Access Line is provided, which will be Business Hours unless specified otherwise.

“Main Customer” means the Customer who instructs BT to provide the Sharing Customer(s) with a connection to the Customer’s Access Line. This Access Line will be kept separate by BT from other connections up to the Service Interface.

“Maintenance Service” means either, in relation to Sites in the UK, Standard Care, Business Care or Business Premium Care, as appropriate, or, in relation to Sites outside the UK, an Incident repair service operating during the normal Business Hours on normal Business Days applicable to the Site in question, as specified by BT from time to time.

“Metallic Pair” means a BT circuit comprising a pair of twisted metal wires which allows electrical signals to be conveyed.

“Minimum Period of Service” means a period of 12, 36 or 60 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.

“MSS CPE” has the meaning given in Paragraph 2.3.10(a).

“NAS” has the meaning given in Paragraph 2.5.10(b).

“Network Terminating Equipment” or “NTE” means BT’s 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 wall 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 5.2.1.

“On Time Delivery Service Credits” means the service credits set out in Paragraph 18.2.

“On Time Delivery Service Level” has the meaning given in Paragraph 18.1.1.

“Outage Time” means the period from when BT has registered the Incident and provided a Trouble Ticket to you to when BT has logged the Incident as cleared.

“Packet Delivery” is an indicator of network loading, packet loss influences delay and network performance.

“PAYG” has the meaning given in Paragraph 2.5.5(e)(ii).

“PBX” has the meaning given in Paragraph 2.6.2(c).

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

“PoP” means a point of presence where a point of connectivity occurs within the BT Network.

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

“Qualifying Criteria” means the requirements defined by BT that must be met by you before the Service Start Date to enable BT to provide the Service. The qualifying criteria will include details such as an inventory for third party services, External Service Provider details, and confirmation of the contract which includes the third party services.

“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 the initial period of 12 consecutive months following the Minimum Period of Service, and each subsequent period of 12 consecutive months.

“Repair Service Credits” means the service credits set out in Paragraph 19.2.

“Repair Service Level” has the meaning given in Paragraph 19.1.1.

“Resilient Service” means a Service or part of a Service, as set out in the Order, where you have purchased :

- (a) Two or more Access Lines providing a resilient service;
- (b) BT’s Equipment and/or Purchased Equipment; and
- (c) Maintenance Service 24 hours a day, seven days a week, including public holidays.

“Round Trip Delay” means an indicator of network delay performance.

“Scope of Service” means the service details defined by BT that will include details such as what the service covers, exclusions and each party’s responsibilities.

“Secure Access Circuit” means two access circuits delivered to Site via diverse routing with a single CPE terminating the circuit. If one of the circuits fail then the Service will route via the remaining circuit. If the CPE or PoP fails then the Service will be lost.

“Secure+ Access Circuit” means two access circuits delivered to Site via diverse routing with two pieces of CPE that terminate the circuits. Where possible, each access circuit is provided via a separate duct. Depending on the Site location, the CPE may be interconnected so that if a single circuit or a single piece of CPE fails then the Service will remain available. Loss of Service will only occur in the event that either both circuits or both pieces of CPE simultaneously fail.

“Service” has the meaning given in Paragraph 1.

“Service Availability and Restoration Service Level – Tier 1” has the meaning given in Paragraph 20.1.1.

“Service Availability and Restoration Service Level – Tier 2” has the meaning given in paragraph 20.4.1.

“Service Credit” means each of the On Time Delivery Service Credits, the Repair Service Credits, the Core Network Performance Service Credits, the Service Availability and Restoration Service Credits – Tier 1 and the Service Availability and Restoration Service Credits – Tier 2.

“Service Desk” has the meaning given in Paragraph 6.1.1.

Managed Service from BT Schedule to the General Terms

“Service Level” means each of the On Time Delivery Service Level, the Repair Service Level, the Core Network Performance Service Level, the Service Availability and Restoration Service Level – Tier 1 and the Service Availability and Restoration Service Level – Tier 2.

“Service Management Boundary” has the meaning given in Paragraph 3 and the applicable product schedule.

“Service Manager” has the meaning given in Paragraph 2.7.1.

“Service Start Date” means, for each Service, the date on which that Service is first made available to the Customer unless or to the extent set out otherwise in a Schedule or Order. Where the Service includes network provision this date will be within 10 calendar days of the date the network circuit is installed at a Site.

“Sharing Customer” means the Main Customer’s customer who requests and is permitted access from its VPN to the Main Access Line(s).

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

“SM” has the meaning given in Paragraph 2.7.1(a).

“SSRs” has the meaning given in Paragraph 2.5.5(a).

“Stack” means a collection of components or services that are used to provide a software solution or application.

“Supplied Equipment” means each item including any related Software identified in this Contract as Supplied Equipment and provided by BT under this Contract for the purposes of a Hire Agreement. Supplied Equipment is only available within the UK.

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

“Third Party” means any person other than you.

“Third Party Service(s)” means a service provided by an External Service Provider or another part of BT under a separate contract.

“Tier 1 Service Availability Service Credit” means the service credits set out in Paragraph 20.2.

“Tier 2 Service Availability Service Credit” means the service credits set out in Paragraph 20.2.

“Timescale Charges” means where you request work to be carried out on site where no standard prices exist for this work or the work is to be carried out outside the normal Business Day or earlier than within BT’s standard timescales or in relation to repairing Incidents where the work is not covered under the terms of a service contract with BT.

“Toll Fraud” means any technique that allows a third party to make fraudulent calls by exploiting configuration weaknesses in telephony systems.

“Trouble Ticket” has the meaning given in Paragraph 8.1.2.

“Associated Services” means the applications, equipment, WAN, LAN, IPT and security services, as set out in the product Schedules.

“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 which are calculated by multiplying the volume of units used or incurred by you in a period (e.g. number of agents using the Service, or the number of minutes the Service was used for) with a unit charge which is specified in the Order. **“User”** means any person who is permitted by you to use or access the Service.

“Virtual Private Network” or **“VPN”** means a network that appears private to your Users while being provided over network infrastructure that is shared with other customers.

“Virus” means a piece of program code, including a self-replicating element, usually (but not necessarily) disguised as something else that causes some unexpected and, for the victim, usually undesirable event and which is designed so that it may infect other computer systems.

Managed Service from BT Schedule to the General Terms

“WAN” means Wide Area Network, the infrastructure that enables the transmission of data between Sites.

“Year” means a full calendar year of 8760 hours which starts on the Service Start Date of each Site and ends 365 days later; thereafter the Year will be the most recent twelve Months in which Service is provided.

“WEEE” has the meaning given in Paragraph 15.1.

“WEEE Directive” has the meaning given in Paragraph 15.1

“3G/GPRS Customer Service Manager” has the meaning given in Paragraph 2.7.3.