



Product and Services Agreement

BT Conferencing Maintenance Service Schedule

1. DEFINITIONS

The following definitions shall apply, in addition to those in the General Terms and Conditions of the PSA.

“Ancillary Devices”	means additional devices from different equipment manufacturer, such as additional displays or document cameras;
“BT Authorized Service Representative”	means a person authorized by BT to carry out specific Services with BT’s authority;
“BT Branded Service”	means a BT delivered Service;
“BT Video Network”	means BT’s hosted conferencing infrastructure over which BT provides its management, monitoring and conferencing service;
“Business Hours”	means the local office hours 9 am to 5 pm of a Business Day;
“Covered Products”	means devices, video and infrastructure equipment or software specified in the applicable Order or as specified by the Customer, which is subject to a specific BT Service described in this Service Schedule;
“Endpoint”	means video endpoint compliant to industry standards. In the specific service description it is detailed, which standards are supported (e.g. H.323, H.320, Cisco Telepresence, SIP etc.);
“End User”	refers to the people within the Customer’s organisation who are using the Services;
“Excluded Services”	refers to the meaning ascribed in this Service Schedule;
“Help Desk”	means BT’s help desk described in this Service Schedule;
“Infrastructure”	means video infrastructure such as Video Conferencing Bridge (MCU Gateways, Gatekeeper, Call Control Units (e.g. Cisco Call Manager), management tools or firewall traversal devices;
“IP”	means Internet Protocol;
“Manufacturer Branded”	means a Service resold and managed by BT but delivered by the Manufacturer (Cisco, Polycom);
“Operational Manual”	refers to the documentation provided by BT during service delivery as described in the relevant Service Schedules;
“OSD”	means the Operational Service Date, the date on which the Service is first made available to the Customer unless otherwise stated in the Service Schedule. This may sometimes also be referred to as the Service Start Date;
“POC”	means a point of contact provided by the Customer;
“Site”	means the location where the Endpoint or Infrastructure equipment and conference room is located or the place at which BT agrees to provide Service;
“SmartNet”	means Cisco’s SmartNet maintenance service;
“Update”	means new release of the software which contains enhancements improving the functionality of the software and may only be provided by the manufacturer as part of a chargeable upgrade;
“Video Device”	means either video “Endpoint” or “Infrastructure”;



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“VPN” means a Virtual Private Network.

2. SERVICE DESCRIPTION

This Service Schedule describes the following BT services related to video:

- **BT Remote/On-site Maintenance** – BT’s comprehensive maintenance service for video Endpoints, multipoint control units and Infrastructure.
- **BT Help Desk Only Maintenance** – BT’s Help Desk Only service that provides diagnostic support and if applicable ticket dispatch management service that integrates with existing manufacturer.
- **Manufacturer Branded Maintenance** – Manufacturer (Cisco; Polycom) branded maintenance.

There are various linkages between the different Services. Certain services are mandatory to provide other services and certain Services are already included in other Services. These linkages are described in the relevant sections of this Service.

All Services described in the Service Schedule are for Customer’s internal use and not for resale or other distribution.

3. BT CONFERENCING MAINTENANCE SERVICE OVERVIEW

The Service provides a suite of extended support and maintenance services that BT will provide directly under a BT branded service or in conjunction with the manufacturer under a manufacturer branded service. Each Service is in accordance with the maintenance program option selected by the Customer for the Covered Products as specified in the Order.

BT provides 5 options for Maintenance Service as follows:

- BT Remote Maintenance
- BT On-site Maintenance
- BT Help Desk Only Maintenance
- Time and Materials
- Manufacturer Branded Maintenance

The Service features for each maintenance option are summarised in the table below:

BT Conferencing Maintenance Services	Remote <i>(Help Desk + sub coverage)</i>	On-site <i>(Help Desk, sub coverage + onsite)</i>	Help Desk Only
Help Desk Services 24 x 7 <i>Call receipt, fault isolation & diagnostics, ticketing & maintenance management</i>	●	●	●
Online Ticket Submittal, Reporting & Tracking	●	●	●
Dispatch & Ticket Management to Manufacturer or 3rd Party Maintenance Provider <i>(as applicable) *</i>			●
Advanced Parts Replacement **	●	●	
24 Hour Test Facilities	●	●	
On-site Technical Support		●	
<i>* Requires Letter of Agency</i>			
<i>** Delivered as per published manufacturers lead times & country specific international trading conditions</i>			

4. BT BRANDED MAINTENANCE

BT provides three options for BT’s Branded Maintenance Service:



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- BT Remote Maintenance
- BT On-site Maintenance
- BT Help Desk Only Maintenance

4.1 BT Remote Maintenance

BT will provide telephone support and remotely coordinate repair and materials necessary to enable the Covered Products to perform correctly in accordance with their warranties, specifications, end User manuals, descriptions and/or other related documentation, and to timely resolve each problem or error in accordance with the terms of this Service Schedule.

- Help Desk Telephone Support:* BT Remote Maintenance provides Customer access to the Help Desk which is available 7X24x365 for telephone assistance regarding end User questions, trouble call reporting, usage or maintenance assistance. The Help Desk technicians utilise trouble call tracking and database software for problem resolution and escalation procedures. The Help Desk will continue to track and manage resolution on the call ticket until the trouble has been fixed and tested.
- When incident/trouble tickets are opened; each is categorised based on the severity of the issue(s) using a standard Priority Level criterion. The Priority and Response levels are established as follows.

Priority Level / Response Matrix

Priority Level	Definitions/Examples	Initial Response Time	Update Frequency
P1 - Critical Business Impacting Problem or Issue	Serious Interruptions to a production system that has affected, or could affect the entire user community's ability to access their video conferences, the Help Desk, or an escalation or fault of server service affecting nature. No work-around exists. Examples: network outage, bridge failure	1 Hour	Hourly
P2 - Business Impacting; however work-around exists to the problem or issue	Interruptions to normal operations, where the ability to perform production system tasks is impacted, but the error does not impair essential operations and processing can still continue in a restricted manner. Example: intermittent issues assessing conferences, users drop from conference and are able to dial back in.	4 Hours	4 Hours
P3 - Standard Priority, service requests, complaint or enhancement request	Minimal or no interruptions in normal operations, does not prevent operation of a system, or else there is minor degradation in performance. Examples: scheduled maintenance, user specific set-up, available upgrade needed, monitoring temporarily unavailable.	24 - 48 Hours	Weekly
P4 - Business Service Hold Request, software version, or miscellaneous tracking element with no predictable end date	No interruptions in normal operations, does not prevent operation of a system, or else there is minor degradation in performance that will be fixed or remediated by a software version or upgrade. Examples: version X software upgrade release, end user out of office and unable to respond, ticket maintained as a placeholder for future event or check back date, milestone ticket for some future event.	24 - 48 Hours	Weekly

- Failed Part Replacement:* As part of BT Remote Maintenance, BT will remotely assist Customer in determining the defective part to be replaced for any Covered Product.
 - Following BT's diagnosis of the failure, replacement parts for Customer Video Devices are shipped on a priority basis in accordance with the manufacturer's published lead times and based on specific country logistical and international trading requirements. Each replacement part will be equivalent in functionality and feature set to the part that it replaces. Parts provided direct from the manufacturer may be subject to periodic backorder. BT will use commercially



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reasonable efforts to ensure that parts are delivered within two (2) Business Days; however, BT is not responsible for the manufacturer's inventory delays.

- Shipments of replacement parts are dependent upon freight carriers meeting their delivery commitments. BT is not responsible for any failure to deliver replacement parts as a result of freight carriers' failure to deliver parts by the committed time, whether due to the following events especially, but not limited to, a Force Majeure event, loss or damage of package, parts unavailability or other similar circumstances.
 - BT will remotely supervise packaging and addressing of the failed part for return by the Customer to BT, its assigned agent or the manufacturer at its own expense. The Customer must return failed parts or components or systems to BT, its assigned agent or the manufacturer within five (5) Business Days following the receipt of the applicable replacement. Replaced parts returned become the property of BT or the manufacturer. BT may invoice the Customer for any materials not returned within such period.
- d) *Software Protection*: BT's Remote and On-site Maintenance programs provide the Customer access to the Manufacturer provided system software Updates and/or entitled Upgrades available through the Manufacturers' support online portal BT Remote Maintenance only provides support of Manufacturer provided software protection for Covered Products with the provisioning of Updates, bug fixes and patches unless excluded by the manufacturer for a particular Covered Product in support of an active service ticket. Software Updates and patches are released at the sole discretion of the equipment manufacturer. Software Updates, bug fixes and patches are provided as required to the Customer in support of an active service ticket. For any non-service related updates, BT will provide the download key from the manufacturer and upon request, assist the Customer with the download and testing of the updates but the Customer must contact the BT Help Desk to schedule an appointment. Some features or functionality may only be provided by the manufacturer as part of a chargeable Upgrade. These chargeable Upgrades are implemented directly by the manufacturer and will be offered to the Customer at an additional charge. Additional BT fees may apply and appointment times will be scheduled after hours/non-peak business hours.

4.2 BT On-Site Maintenance

BT On-site Maintenance includes in addition to the features described under Section 4.1, above, the following features:

- a) *Dispatch of BT Authorized Service Representative*: If telephone Help Desk troubleshooting and isolation procedures per the BT Service escalation procedure do not resolve the problem, the Help Desk will dispatch a BT Authorized Service Representative for replacement of suspected failed parts on the Covered Products subject to the maintenance option chosen in the order form. Following BT's diagnosis of the problem, the Maintenance Service is delivered on-site in coordination with the arrival of the replacement of the faulty part at the Customer's Site.
- b) *On-site Support*: If on-site replacement does not resolve the suspected trouble issue, the BT Authorized Service Representative will remain on-site at no additional charge to further isolate and resolve the problem (if a Covered Product is still suspected to be the source of the problem) subject to the maintenance option chosen in the Order form.

4.3 BT Help Desk Only Maintenance

BT Help Desk Only Technical Support Service includes in addition to the features described under Section 4.1, a) and b) above, the following feature:

- *Ticket Management and Dispatch of BT Authorized Service Representative*: If telephone Help Desk troubleshooting and isolation procedures per the BT Service escalation procedure do not resolve the problem, the Help Desk will open ticket on behalf of the customer with the manufacturer for replacement of suspected failed parts on the Covered Products subject to Manufacturer's entitlement. For replacement of suspected failed parts on Products not entitled under manufacturers sub-coverage program, the Help Desk will offer Time and Material Services as described in Sections 5 and 11.

5. TIME AND MATERIAL SERVICES



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BT provides the additionally charged Time and Material Service (BT Remote and/or On-site) for Covered Products and non-covered products. Customer can request Time and Material Service through the Help Desk call process. Time and Material Service tickets are processed on a "first come first served" basis. Service Levels do not apply here.

6. UNAUTHORIZED ALTERATION OF THE COVERED PRODUCTS SOFTWARE AND SYSTEM PROFILE

If any person, other than a BT Authorized Service Representative, alters any Covered Product or the configuration thereof without prior consent of a BT Authorized Service Representative or the Help Desk and such alteration prevents such Covered Product from functioning properly, BT will charge time and materials rates for all work necessary to correct the resulting problem. Adjustments to Covered Products made under the direction or supervision of a BT Authorized Service Representative do not constitute unauthorized alterations for purposes of this section.

7. CUSTOMER'S RESPONSIBILITIES – BT REMOTE AND/OR ON-SITE MAINTENANCE SERVICES

The Customer shall:

- 7.1 Allow BT free and full access to the Covered Products to provide the Service. Customer must make available to BT technicians a minimum four (4) hour window for on-site trouble resolution and six (6) hours for installation.
- 7.2 Provide adequate working facilities for use by BT's on-site maintenance personnel (including heat, light, ventilation, electric current and outlets). These facilities shall be within a reasonable distance from the Covered Products and shall be provided at no charge to BT.
- 7.3 Care for and use the Covered Products only for a purpose for which it was designed and in accordance with instructions provided by BT and/or the manufacturer.
- 7.4 Provide BT with current copies of control system source code if applicable.
- 7.5 Be responsible for Covered Product inter-operability (either among Covered Products or between a Covered Product and any other product), whether in connection with software or otherwise, as well as in-wall cabling features.
- 7.6 Be responsible for network connectivity and external video system component failure, as well as, for the performance and charges or expenses associated with network carrier services.
- 7.7 Be responsible for electrical work external to the Covered Products and/or in house/wall network cabling
- 7.8 Be responsible for consumable supplies or accessories, such as, but not limited to, projection lamps, bulbs; filters, LCD panels, DLP optical engines, fuses and batteries.
- 7.9 Co-operate in diagnosing faults by carrying out any diagnostic and test routines requested by BT or included in the manufacturer's instructions, and allowing BT to carry out remote diagnostic tests, where appropriate.
- 7.10 Package replaced parts (where replacement parts are provided by BT) and removed in a manner suitable for return as instructed by BT to BT, its assigned agent, or the manufacturer by courier. The Customer will have the parts removed, packaged and ready for collection on the day following delivery of the replacement parts.

8. EXCLUDED SERVICES – BT CONFERENCING MAINTENANCE SERVICES

The BT Conferencing Maintenance Services does not cover any of the following:

- 8.1 Repair of damage to gas plasma or LCD display panels resulting from burn-in.
- 8.2 Replacement of obsolete or non-supported equipment or non-approved Video Devices.
- 8.3 Electrical work external to the Covered Products and/or in house/wall network cabling.
- 8.4 Repair of damage to or defects in the Covered Products resulting from causes external to the Covered Products, including but not limited to fire, accident, neglect by a party other than BT, misuse, vandalism, water, lightning, or failure of the installation site to conform to BT's applicable specifications; or resulting from any use of the Covered Products for other than intended purposes; or resulting from the performance of maintenance or the attempted repair of a Covered Product by a party other than BT.
- 8.5 Furnishing consumable supplies or accessories, such as, but not limited to, projection lamps, bulbs; filters, LCD panels, DLP optical engines, fuses and batteries.



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- 8.6 Services in connection with the relocation of the Covered Products, or the addition or removal of items of equipment or parts, features, or other devices not furnished by BT, or the maintenance of alterations, or other devices not furnished by BT.
 - 8.7 Damage, defects or Service interruptions caused by Customer-provided networks or links.
 - 8.8 Upgrade, replacement, repair, maintenance or re-configuration costs and labour associated with Customer owned networking devices used in conjunction with BT supported systems, Services or devices. (i.e. routers, switches, hubs).
 - 8.9 Quality of Service (QOS) configurations, optimisation or tuning support on Customer owned networking devices (i.e. firewalls, proxies, switches or routers) and LAN/WAN infrastructure not supported by BT.
 - 8.10 Any Service failures (i.e., Service outages) or performance deficiencies attributable to network carrier services.
 - 8.11 Repairs to or replacements of projectors, LCD panels, plasma screens, smart boards, custom cabling, racks, mounting hardware, carts and furniture. These items will be covered by manufacturer warranty only.
 - 8.12 BT is not responsible for remediation requirements due to manufacturers' replacements parts, or remediation of the configuration changes due to the input mechanism or form factor changes on the replacement product due to product availability and/or the manufacturer.
 - 8.13 BT's Help Desk service does not cover Immersive or custom AV room systems.

9. MANUFACTURER BRANDED MAINTENANCE

BT provides Manufacturer Branded (Cisco, Polycom) maintenance service that is implemented by BT but delivered by the Manufacturer in accordance with the service description posted on the Manufacturer's website. The Manufacturer's branded maintenance service descriptions posted on the Manufacturer's website (links below) are for description purposes only and do not constitute a contract between the Customer and the Manufacturer.

- 9.1 Cisco Service Description with terms and conditions for SMARTnet and SMARTnet On-site Services as available at:
http://www.cisco.com/web/about/doing_business/legal/service_descriptions/index.html#~1
- 9.2 Polycom Service Description with terms and conditions for Polycom Premier and Premier On-site Services as available at:
http://support.polycom.com/PolycomService/support/emea/support/service_policies.html
http://www.polycom.com/services/global_services/terms_conditions.html

10. ORDERING

- 10.1 Customer may purchase the Service by submitting an Order to BT indicating the Covered Products it intends to be covered and the applicable Service option. All Orders are subject to written confirmation of acceptance by BT. No contingency contained on any Order shall be binding upon BT. The terms and conditions of this Schedule and the PSA shall apply to all Service purchases regardless of any additional or conflicting terms on any purchase order or other correspondence submitted by Customer to BT, and any such additional or conflicting terms are deemed rejected by BT.
- 10.2 Each Order shall have a Minimum Period of Service calculated from the Operational Service Date as notified by BT. The Minimum Period of Service for each Covered Product shall be twelve (12) Months or if longer, the duration of the Service purchased as set forth on the Order. Following expiration of the initial Minimum Period of Service, the Service will automatically renew for successive twelve (12) Month Minimum Periods of Service until ended by the Customer or BT in accordance with the PSA.

11. CHARGES AND PAYMENT TERMS

- 11.1 Charges for the Service are detailed in the Order Form.
- 11.2 Unless otherwise stated in this Service Schedule the Customer agrees to pay:
 - (a) in advance for subscription, rental, and other recurring charges (including inclusive usage charges) and



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(b) in arrears for usage (excluding inclusive usage charges), connection and any other non-recurring charges.

The Charges will comprise some or all of the following components, depending upon the specific Order placed by the Customer.

Service	One time Charge	Recurring Annual Charge	Minimum Period of Service
BT Remote Maintenance	Y	N	12, 36 or 60 Months
BT On-site Maintenance	Y	N	12, 36 or 60 Months
BT Help Desk Only	Y	N	12, 36 or 60 Months
Time & Material Service (See section 11.3)	N/A	N/A	N/A

11.3 **Time and Material Service** (as part of BT Branded Maintenance Programs - section 4) for Covered and Non-Covered Products will be charged in the following way:

- (a) Help Desk/Remote Support will be charged on a per hour rate
- (b) On-Site Support: Travel, accommodation and other direct expenses incurred by BT for Time and Materials Work will be invoiced on a cost to BT basis unless otherwise specified; Rate determined by Country and Site location.

The charges for the Time and Material Service are invoiced upon completion.

12. TERMINATION CHARGES

In addition to the provisions of the PSA, if the Customer terminates Service to one or more Covered Products or if BT terminates Service for breach before the Minimum Period of Service has expired, then, the Customer will pay as a termination charge an amount equal to the Charges per Covered Product for any remaining months of the Minimum Period of Service, as well as any additional charges which BT has to pay a supplier or manufacturer as a result of early termination of the Service.