

## SCG GROUP

### SERVICE SCHEDULE FOR MAINTENANCE AND TECHNICAL SUPPORT

Please read this Service Schedule in conjunction with the Company's Master Services Agreement and Privacy Notice which can be found on the Company Website.

The Company's Master Services Agreement, which has been accepted by the Customer, applies to this Service Schedule.

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1. In this service schedule (**Service Schedule**) the following words shall have the following meanings and any other defined terms shall have the same meaning as set out in the Master Services Agreement:

<b>Additional Equipment</b>	as defined in clause 3.48.
<b>Additional Service</b>	any additional maintenance services provided by the Company to the Customer in circumstances described under clause 3.16, or other service which falls outside the description of the Services set out in Agreement.
<b>BT</b>	BT Group PLC (company number 04190816) or any of its group companies.
<b>Change Requests</b>	a type of Support Request from the Customer to the Company to make changes to the Private Branch Exchange (PBX) phone system software.
<b>Company Materials</b>	has the meaning given to it in clause 4.1.3.
<b>CPE</b>	means customer premises equipment, being a third party supplier's equipment which is kept at the Customer's Site but is not Customer Equipment.
<b>CRM System</b>	the Company's customer relationship management system from time to time.
<b>Enhanced Telephony Support Services</b>	the:  (i) Enhanced Telephony support services; or  (ii) Enhanced Telephony Plus support services,  for the Customer's telephone system(s) supplied to the Customer subject to the Agreement.
<b>Enhanced Telephony Support Services Commencement Date</b>	the date the Company starts providing the Enhanced Telephony Support Services to the Customer, as set out in the Order Form or as otherwise notified to the Customer in writing.
<b>Enhanced Telephony Support Services Subsequent Term</b>	as defined in Clause 3.27.
<b>Enhanced Telephony Support Services Minimum Term</b>	one (1) calendar year from the Enhanced Telephony Support Services Commencement Date.

<b>Enhanced Telephony Support Services Service Levels</b>	the service levels for the Enhanced Telephony Support Services as set out in Schedule 2.
<b>Fault</b>	a systems malfunction or a service affecting issue as defined in Paragraph 1 of Schedule 1.
<b>Fault Ticket(s)</b>	a record of the Customer's Support Request to the Company in respect of a Fault, produced by the Company.
<b>Maintenance Level</b>	the Standard, Enhanced Telephony or Enhanced Telephony Plus level of support for the Customer's telephone system(s) selected by the Customer and as set out in the Order Form.
<b>Major Fault</b>	as defined in paragraph 1 of Schedule 1.
<b>Manufacturer Software Support</b>	a separate agreement between the Customer and the manufacturer of Equipment for the provision of software support for that Equipment.
<b>Master Services Agreement</b>	the Company's Master Services Agreement made available to the Customer at the Company Website at <a href="https://scgcloud.com/terms-conditions">https://scgcloud.com/terms-conditions</a> .
<b>Minor Fault</b>	as defined in paragraph 1 of Schedule 1.
<b>Out of Hours</b>	any time outside the normal Working Hours.
<b>Out of Hours Fault Reporting Procedure</b>	the procedure applicable to the Customer when requesting 24 x 7 Emergency Support or 24/7 Remote Support as described under clause 3.36 and paragraph 5 of Schedule 1.
<b>Priority 1 Fault</b>	As defined in paragraph 2 of Schedule 1.
<b>Priority 2 Fault</b>	As defined in paragraph 2 of Schedule 1.
<b>Priority 3 Fault</b>	As defined in paragraph 2 of Schedule 1.
<b>Priority 4 Fault</b>	As defined in paragraph 2 of Schedule 1.
<b>Services</b>	includes (as appropriate) the Standard Support Services and the Enhanced Telephony Support Services (described in Schedule 2) and any Additional Service purchased by the Customer and provided by the Company subject to the terms of the Agreement.
<b>Service Levels</b>	the service level responses and response times referred to in Schedule 1 and Schedule 2.
<b>Standard</b>	means the Maintenance Level provided for the Standard Support Services.
<b>Standard Support Services</b>	the support services described in Schedule 1 and Schedule 2 and provided by the Company or its Authorised Provider in connection with the Services subject to the terms of the Agreement.
<b>Support Hours</b>	the hours as set out in Schedule 1 and Schedule 2, during which the Company will perform the Services as determined by the Maintenance Level selected by the Customer and set out in the Order Form.

<b>Support Request</b>	request made by the Customer in accordance with the Agreement for support in relation to the Equipment.
<b>Third Party Telecoms Apparatus</b>	Equipment, machinery or device and any wire or cable owned or used by a third party telecommunications provider.
<b>Trial Period</b>	has the meaning given to it under clause 3.22.
<b>Working Day</b>	08:30 to 17:30 Monday to Friday but excluding public holidays in the United Kingdom (when banks in London are open for business).
<b>Working Hours</b>	08:30 to 17:30 on Working Days.
<b>24 x 7 Emergency Support</b>	the Out-of-Hours support services provided by the Company to the Customer pursuant to the applicable Maintenance Level specified under Schedule 2 in circumstances where the Customer is experiencing a Major Fault.
<b>24/7 Remote Support</b>	24 x 7 Emergency Support provided by the Company remotely subject to the terms of the Agreement.

## 2. MASTER SERVICES AGREEMENT

- 2.1. This Service Schedule incorporates the terms of the Master Services Agreement. For the avoidance of doubt, in the event of conflict between the Master Services Agreement and the terms of this Service Schedule, the terms of this Service Schedule shall prevail.
- 2.2. Expressions defined in the Master Services Agreement and used in this Service Schedule have the meaning set out in the Master Services Agreement unless otherwise defined. The rules of interpretation set out in the Master Services Agreement apply to this Service Schedule.
- 2.3. The Agreement constitutes the entire agreement between the parties in respect of its subject matter. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty the Company has made or given, or which has been made or given on the Company's behalf which is not set out in the Agreement.
- 2.4. The Agreement shall govern the Services provided under this Service Schedule to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## 3. SUPPLY OF THE MAINTENANCE SERVICES AND PROGRAMMING

- 3.1. The Company shall supply the Services:
  - 3.1.1. at the Site or remotely; and
  - 3.1.2. in accordance with the Agreement.
- 3.2. The Customer acknowledges that it has limited rights to terminate the Agreement during any Minimum Term or Subsequent Term (as the case may be). These rights are set out in:
  - 3.2.1. Clause 3.28 in the case of Enhanced Telephony Support Services; and
  - 3.2.2. the Master Services Agreement.

- 3.3. Except where the Customer is Microenterprise or Small Enterprise Customer or Not-For-Profit Customer, if upon the expiry of the Minimum Term or Subsequent Term (as the case may be) the Customer has not given notice to the Company to terminate the Agreement in accordance with the Master Services Agreement, the Company will continue to supply the Services to the Customer for the Subsequent Term.
- 3.4. The Company warrants to the Customer that the Services will be provided using reasonable care and skill.
- 3.5. The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.
- 3.6. The Support Hours for the Services shall depend on the Maintenance Level selected by the Customer.
- 3.7. The Services may comprise:
  - 3.7.1. a technical response from a telephony engineer who will raise a support ticket on the Company helpdesk system;
  - 3.7.2. remote connection for diagnosis and, to the extent possible, correction of the Fault;
  - 3.7.3. a Site visit by the Company's service engineer if the Fault is not resolved (or work around not implemented) remotely in accordance with Clause 3.7.2.
- 3.8. If the Customer repeatedly misuses or uses the 24 x 7 Emergency Support contact number for any issues other than a Major Fault category as outlined in paragraph 1 of Schedule 1, the Company:
  - 3.8.1. will apply a call out charge to the Customer's account and the reported issue will only be dealt with during Working Hours;
  - 3.8.2. may withdraw the 24 x 7 Emergency Support contact number; and
  - 3.8.3. reserve the right to apply engineer call out and hourly charges if the issue reported is found to be the result of Customer error, or misuse of the solution.
- 3.9. The Customer acknowledges that Change Requests:
  - 3.9.1. must only be reported by way of a Support Request during Working Hours; and
  - 3.9.2. will be performed during Working Hours only (unless otherwise agreed by the Company in writing); and
  - 3.9.3. will be prioritised lower than a Fault; and
  - 3.9.4. is not subject to any service level.
- 3.10. Subject to clause 3.9, the Company reserves the right to charge additional charges for Change Requests requested and/or performed outside of Working Hours. The Company will notify the Customer of any additional charges payable by the Customer as a result of the Company agreeing to perform a Change Request outside of Working Hours before the Company actions the relevant Change Request.
- 3.11. The Company shall use its reasonable endeavours to complete Change Requests within a reasonable timeframe of receiving a Support Request from the Customer. Time shall not be of the essence for performance of any Change Request.

- 3.12. Any and all alterations to Equipment may only be carried out by the Company or an agent appointed by the Company. In the event that the Equipment has been altered by a third party or the Customer, the Company shall be entitled to terminate the Agreement with immediate effect without liability to the Customer.
- 3.13. The Customer acknowledges that the Company's ability to perform its obligations under the Agreement is dependent upon: the Customer providing the Company, its employees, agents, subcontractors and all other persons duly authorised by the Company with full, safe and uninterrupted access (including remote access) to the Site, Customer's premises, systems, facilities and software as may reasonably be required for the purpose of performing the Services. Where the Services are to be performed at any of the Customer's premises, the Customer shall provide adequate working space and office facilities (including telephone) for use by the Company, its employees, agents and subcontractors and take reasonable care to ensure their health and safety. Where remote access is required by the Company, the Customer shall facilitate such remote access by promptly installing and running any remote access tools reasonably required and/or provided by the Company.
- 3.14. The Company shall have no obligation to provide the Services where Faults arise from:
  - 3.14.1. misuse, incorrect use of or damage to the Equipment caused by the Customer, its employees, agents or subcontractors or causes other than ordinary use; or
  - 3.14.2. repairs, adjustments, tampering or alterations to the Equipment caused by the Customer, its employees, agents, subcontractors or causes other than ordinary use; or
  - 3.14.3. failure to maintain the necessary environmental conditions for use of the Equipment including without limitation maintaining the location where the Equipment is installed at normal room temperature and in a well-ventilated area; or
  - 3.14.4. relocation or installation of the Equipment by any person other than the Company or a person acting under the Company's instructions; or
  - 3.14.5. any surge of electrical power; or
  - 3.14.6. any fault, failure or change in the electricity supply service and/or host telephone systems; or
  - 3.14.7. exposure of the Equipment to adverse weather conditions; or
  - 3.14.8. use of the Equipment in combination with any equipment not provided by the Company, or any Fault in any such equipment; or
  - 3.14.9. any breach of the Customer's obligations under the Master Services Agreement or this Service Schedule; or
  - 3.14.10. operator error.
- 3.15. The Company shall not be liable for costs of making good defects in the overhead and underground cables from any associated wiring.
- 3.16. Any maintenance services carried out by the Company caused by an event set out in Clause 3.14 or to making good defects described in Clause 3.15 shall be an Additional Service. The Company may charge the Customer for such Additional Service at its applicable man-hour rate.
- 3.17. For the avoidance of doubt, the Company is under no obligation to provide Additional Services.
- 3.18. A description of the Services shall be set out in the applicable Order Form and the Service Levels applicable to them are set out in Schedule 1 and Schedule 2.

### **Enhanced Telephony Support Services:**

3.19. In addition to the Standard Support Services, the Company offers two enhanced levels of telephony support services for the Customer's telephone system:

3.19.1. Enhanced Telephony; or

3.19.2. Enhanced Telephony Plus;

and a description of these services and the Service Levels applicable to each level are set out in Schedule 1 and Schedule 2.

3.20. Where requested by the Customer, the Company shall provide Enhanced Telephony Support Services subject to the Customer being eligible to receive Enhanced Telephony Support Services (which shall be determined at the Company's sole discretion). Where the Company has agreed to provide Enhanced Telephony Support Services, the Enhanced Telephony Support Service purchased by the Customer shall commence on the Enhanced Telephony Support Services Commencement Date and continue for the Enhanced Telephony Support Services Minimum Term subject to the terms of this Service Schedule and any applicable Order Form.

3.21. The Customer acknowledges that it has limited rights to terminate the Enhanced Telephony Support Services during the Enhanced Telephony Support Services Minimum Term or Enhanced Telephony Support Services Subsequent Term (as the case may be). These rights are set out in this Clause 3.28, unless the Agreement is otherwise terminated pursuant to the Master Services Agreement or this Service Schedule.

#### **For existing Customers:**

3.22. After providing the Customer with not less than 1 months' prior written notice, the Enhanced Telephony Support Services will be automatically applied to the Customer's invoice and will be provided free of charge for two (2) months (the **Trial Period**) unless the Customer notifies the Company otherwise pursuant to clause 3.23.

3.23. The Customer may cancel the Enhanced Telephony Support Services at any time before the commencement of or during the Trial Period by contacting the Company's Customer Service Department and the Company will cancel the Enhanced Telephony Support Services by the end of the Trial Period.

3.24. If the Customer wishes to continue with the Enhanced Telephony Support Services after the Trial Period, then the Customer does not need to inform the Company. In this case:

3.24.1. the Company will automatically continue to provide the Enhanced Telephony Support Services for the remaining ten (10) months of the Enhanced Telephony Support Services Minimum Term and any applicable Enhanced Telephony Support Services Subsequent Term unless the Customer cancels the Enhanced Telephony Support Services in accordance with Clause 3.28 or the Agreement is otherwise terminated pursuant to the Master Services Agreement or this Service Schedule; and

3.24.2. the price per month shall apply.

3.25. If the Customer does not cancel the Enhanced Telephony Support Services during or by the end of the Trial Period in accordance with clause 3.23:

3.25.1. the Company will automatically continue to provide the Enhanced Telephony Support Services for the remaining ten (10) months of the Enhanced Telephony Support Services Minimum Term and, subject to clause 3.27, will continue until the Customer terminates the Service in accordance with this Clause 3.28 or until the Agreement is otherwise terminated pursuant to the Master Services Agreement or this Service Schedule; and

3.25.2. the price per month shall apply.

- 3.26. For the avoidance of doubt, if the Customer cancels the Enhanced Telephony Support Services during or at the end of the Trial Period and subsequently orders the Enhanced Telephony Support Services, the Company shall provide the Enhanced Support Services for the Enhanced Support Services Minimum Term.

**Termination of Enhanced Telephony Support Services:**

- 3.27. Except where the Customer is a Microenterprise or Small Enterprise Customer or Not-For-Profit Customer, upon expiry of the Enhanced Telephony Support Services Minimum Term, unless terminated in accordance with Clause 3.28, the Company shall automatically continue to provide the Enhanced Telephony Support Services at the then current Maintenance Level for one (1) year (the **Enhanced Telephony Support Services Subsequent Term**) at the end of the Enhanced Telephony Support Services Minimum Term and at the end of each Enhanced Telephony Support Services Subsequent Term, as the case may be.
- 3.28. The Customer may give written notice to the Company, not later than thirty (30) days before the end of the Enhanced Telephony Support Services Minimum Term or the relevant Enhanced Telephony Support Services Subsequent Term, to terminate the Enhanced Telephony Support Services at the end of the Enhanced Telephony Support Services Minimum Term or the relevant Enhanced Telephony Support Services Subsequent Term, as the case may be.
- 3.29. For the avoidance of doubt, if the Customer terminates the Enhanced Telephony or Enhanced Telephony Plus services pursuant to clause 3.28, those Services shall cease and the Customer shall continue to receive the Standard Support Services only.
- 3.30. If agreed by the Company, the Customer may upgrade the Maintenance Level during the Enhanced Telephony Support Services Minimum Term or the Enhanced Telephony Support Services Subsequent Term and the Company shall provide the upgraded Maintenance Level for the remainder of the Enhanced Telephony Support Services Minimum Term or the Enhanced Telephony Support Services Subsequent Term, as the case may be.
- 3.31. Subject to clause 3.29, the Customer may not downgrade the Maintenance Level during the Enhanced Telephony Support Services Minimum Term or any Enhanced Telephony Support Services Subsequent Term.
- 3.32. The Customer shall contact the Company if it is not sure if their maintenance contract qualifies for the Enhanced Telephony Support Services.
- 3.33. The price for the Enhanced Telephony Support Services applies per telephone system and not per Customer. By way of illustration, if the Customer has two (2) systems with two (2) separate maintenance contracts, the Customer will be billed for each system. If the Customer has two (2) systems under one (1) telephone system maintenance contract the Customer will still be billed for each system.

**24/7 Remote Support:**

- 3.34. Where the Customer has elected for Enhanced Telephony or Enhanced Telephony Plus which includes 24/7 Remote Support, this covers:
- 3.34.1. the provision of 24/7 Remote Support for Priority 1 Faults and Priority 2 Faults only, but not during public holidays in England (in the case of Enhanced Telephony level); and
- 3.34.2. the provision of 24/7 Remote Support for Priority 1 Faults and Priority 2 Faults only, including during public holidays in England (in the case of Enhanced Telephony Plus level).
- 3.35. 24/7 Remote Support does not include certain add ons, move's and changes including but not limited to time of day routing changes, hunt group changes, extension programming or auto-

attendant changes. The Customer accepts that such changes shall be made during Working Hours only unless otherwise agreed by the Company in writing. The Company will notify the Customer at the time of their Support Request for remote support if their Support Request is not covered by the applicable Maintenance Level and what additional Charges will apply.

- 3.36. The Company does not monitor emails or its CRM System Out-of-Hours. Any request by the Customer for 24/7 Remote Support Out-of-Hours must be made by telephone. Any requests or reports made by email Out-of-Hours will not be actioned until the next Working Day.
- 3.37. All remote programming, moves and changes are dependent on the Company having remote access to the Customer's telephone systems. The Customer acknowledges that, in the event that the Company does not have such remote access or is unable at the time to remotely access the Customer's telephone system(s), the Company will notify the Customer that they are unable to complete the work and a Site visit would be required. Following such notification:
  - 3.37.1. the response times set out in the Enhanced Telephony Support Services Service Levels shall not apply; and
  - 3.37.2. within 8 Working Hours of such notification, the Company will contact the Customer to arrange a mutually agreed Site visit time with the Customer.

#### **Site Visits**

- 3.38. Where the Maintenance Level includes Site visits other than for Faults, this is subject to a maximum of 4 separate visits to the Customer's Site per annum. The Company will track this on the Customer's appointments module and notify the Customer at the time of their request for a Site visit if they have reached their maximum number of Site visits and what additional charges will apply.
- 3.39. The Customer acknowledges and accepts that any Site visits made Out-of-Hours will only be available to Priority 1 Faults and Priority 2 Faults only and subject to the Customer paying for Enhanced Telephony Support Services.

#### **Training**

- 3.40. Where the Maintenance Level includes training refreshers this includes:
  - 3.40.1. **Remote Training:** Remote training will be limited to a maximum of 1-hour time slots and subject to no more than one 1-hour training session per week. If the Company believes that excessive training requirements are being requested then the Company will notify the Customer at the time of their request for remote training and what additional charges will apply.
  - 3.40.2. **On Site Training:** On-site training will be limited to a maximum of one (1) visit of three (3) hours per annum. The Company will track this on its appointments module and notify the Customer at the time of their request for on-Site training if they have reached their maximum number of on-Site training and what additional charges will apply.
- 3.41. For the avoidance of doubt, remote and on-Site training shall only be provided during Working Hours and is not subject to the any Service Levels . The Company shall not have any liability to the Customer if it fails to provide or is delayed in providing the remote and/or on-Site training and such failure or delay shall not entitle the Customer to any compensation.

#### **Welcome announcement and auto-attendance messages:**

- 3.42. Where the Maintenance Level includes the provision of welcome announcements and auto-attendance messages, all welcome announcements and auto-attendance messages will be made by employees of the Company.
- 3.43. If:



- 3.43.1. the Customer uses its own employees or the Company's personnel for any welcome announcements and/or auto-attendance messages, no additional charges shall apply;
- 3.43.2. the Customer wishes for the Company to arrange for the Customer's welcome announcements and/or auto-attendance messages to be professionally recorded by a third party, additional charges will apply and the Company will notify the Customer of the additional charges that will apply at the time of their Support Request.

## **General**

- 3.44. The exclusions and exceptions set out in paragraph 7 of Schedule 1 shall apply to the measurement and calculation of the Service Levels.
- 3.45. At the Customer's cost, the Customer shall ensure that the Company shall have such remote and other access to the systems and infrastructure of the Customer as the Company shall require to provide the Services and comply with its obligations under the Agreement.
- 3.46. In the event that the Company is required to engage with BT or other supplier to perform the Services, the Company shall not be liable for any failure to meet the Service Levels.
- 3.47. The Services are limited to the Equipment specified in the Order Form unless otherwise agreed by the Company in writing.
- 3.48. Subject to clause 3.47, if, during the Term, the Customer purchases further Equipment (**Additional Equipment**) and requests that such Additional Equipment benefits from the Services provided under this Service Schedule, the provision of such services will be subject to the terms and selected Maintenance Level of the existing Agreement between the Company and the Customer subject to any increase to the applicable Charges payable by the Customer as notified to it in writing.
- 3.49. **Fair Usage:** The Enhanced Telephony Support Services including but not limited to configuration or programming requests are subject to fair usage. The Customer should be able to use the Enhanced Telephony Support Services service in an appropriate and reasonable manner to meet its needs but if the Customer's configuration or programming requests are over and above fair usage, being more than one Change Request per Working Day each month, and more than one remote training session per quarter, the Company will inform the Customer and provide the Customer with a quotation to perform the request. The Company would not proceed with any request until it receives the Customer's acceptance of any charges in writing.
- 3.50. If the Customer's Change Requests or programming requests are over and above fair usage, the Company will inform the Customer and provide them with a quotation to perform the request. The Company would not proceed with any request until it receives the Customer's acceptance of any charges in writing.

## **4. THE CUSTOMER'S OBLIGATIONS**

- 4.1. In addition to the obligations set out in the Master Services Agreement, the Customer shall:
  - 4.1.1. co-operate with the Company in all matters relating to the Services;
  - 4.1.2. provide the Company, its employees, agents, consultants and subcontractors, with access to the Site and other facilities as reasonably required by the Company;
  - 4.1.3. keep and maintain all materials, equipment, documents and other the Company property (the **Company Materials**) at the Site in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation; and

- 4.1.4. where the Customer does not have any Manufacturer Software Support in place, pay for any Manufacturer Software Support required to rectify a Fault.
- 4.2. If the Equipment is to be connected to Third Party Telecoms Apparatus, the Customer shall at the Customer's expense arrange for and maintain the provision of any Third Party Apparatus specifically required for the Customer's use of the Equipment.
- 4.3. The Customer shall nominate a manager to be available to liaise with, and respond to queries from, the Company (for example, as to the resolution of conflicting priorities between two or more items of support or maintenance). Each nominated manager will have authority to settle or resolve matters for an on behalf of the Customer.
- 4.4. If the Company's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
  - 4.4.1. The Company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
  - 4.4.2. The Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this Clause 4.4; and
  - 4.4.3. the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

**Schedule 1**

**SERVICE LEVELS**

The following Service Levels will apply to the Standard Support Services and the Enhanced Telephony Support Services:

**1. DEFINITIONS**

<b>Working Hours</b>	As defined in the Master Services Agreement, unless otherwise specified by the Service Level.
<b>Major Fault - Complete System Failure</b>	<ol style="list-style-type: none"><li>1. Inability to originate or receive any voice communications</li><li>2. Attendant console and/or night answer position failure</li><li>3. &gt;20% of the trunk-side ports out of service</li><li>4. &gt;20% of the extension-side stations and/or ports out of service</li><li>5. Any other failure that is mutually agreed is a major system failure</li></ol>
<b>Minor Fault - Minor Problem</b>	Any failure or malfunction other than a Major Fault/Complete System Failure.

**2. PRIORITY CLASSIFICATION**

- 2.1. Fault Tickets are logged, classified, and assigned a priority with the Company's ticketing system.
- 2.2. The Company shall prioritise all Support Requests based on its reasonable assessment of the severity of the Fault reported by the Customer and respond to all Support Requests in accordance with the response times specified in the table set out below:

<b>Priority</b>	<b>Description</b>	<b>Target Response for Standard Support Services</b>	<b>Target Response for Enhanced Telephony</b>
Priority 1	A Complete System Failure	4 Working Hours	2 hours
Priority 2	Part of a major application or business unit is non-operational	4 Working Hours	2 hours
Priority 3	A Minor Problem has occurred which is not a Complete System Failure	1 Working Day	4 Working Hours

Priority 4	Information/Programming (Change Requests)	No target response time	20 Working Hours
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2.3. The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response times.

### 3. TARGET RESPONSE

3.1. Response times will be measured as the time between a Ticket being received by the Company's technical support team and the initial response received by the Customer's representative from the Company's technical support team.

### 4. CHANGE REQUESTS

4.1. Change Requests are not subject to any service level agreement however the Company understands that on occasions, Customers require programming to be completed in an agreed timescale.

4.2. Where covered by the applicable Maintenance Level, the Company will use its reasonable endeavours to complete any high priority Change Requests requested by the Customer in the Target Response time specified paragraph 4.5 below, however any such time is an estimate only and time shall not be of the essence for performance of any Change Request.

4.3. All Change Requests shall be submitted by email only.

#### Standard Change Request

4.4. Cost: as agreed between in the parties in advance of the Company providing the Services.

#### Priority Change Request (Enhanced Telephony Support Services)

4.5. Target Response: estimated to be 20 hours (subject to paragraph 4.7 of this Schedule 1).

4.6. Cost: as agreed by the parties in writing in advance of the Company providing the Services.

4.7. The Customer acknowledges that any Priority Change Request will only be completed remotely if the Company has remote access to the Customer's telephone system. The Company does not guarantee the priority timescales within the Service Levels set out under this Schedule 1 in respect of priority Change Requests if a Site visit is required to complete the change.

### 5. CUSTOMER REPORTING

5.1. The Customer shall request Services by way of a Support Request.

- 5.2. With each Support Request, the Customer shall provide the Company with:
  - 5.2.1. the date and time at which the problem occurred;
  - 5.2.2. the Services which the problem affected;
  - 5.2.3. the impact of the problem on the Services including a detailed description of the issue, including, but not limited to, the components involved, and any other information that the Company may reasonably require; and
  - 5.2.4. and any other information that the Company may reasonably require.
- 5.3. Customer shall provide the Company with:
  - 5.3.1. prompt notice of any Faults which it becomes aware of; and
  - 5.3.2. such data, documents, information, assistance and remote access to the Customer Computer System, as are reasonably necessary to assist the Company to reproduce operating conditions similar to those present when the Customer detected the relevant Fault and to respond to the relevant Support Request.
- 5.4. Faults shall be reported by the Customer to the Company's Customer Service Department by email or by telephone only.

## 6. **SUPPORT BOUNDARY**

- 6.1. For the avoidance of doubt, the Company is not responsible for:
  - 6.1.1. the Customer's:
    - 6.1.1.1. PC or server hardware; or
    - 6.1.1.2. operations systems, third-party software or software owned by the Customer;
  - 6.1.2. the Customer's Site network configuration;
  - 6.1.3. solution administration and configuration including but not limited to creating/maintaining campaigns, users, groups, routing strategies;
  - 6.1.4. dialler management and configuration;
  - 6.1.5. the Customer's workstation software replacement, installation or modifications;

- 6.1.6. access to third party client portals or software;
- 6.1.7. software not provided by the Company including but not limited to OS, Virus Scanner, Backup Tools etc. Such software is outside of this Service Schedule; or
- 6.1.8. the Customer's telephone system(s) or internal telephony or data connectivity and circuits, UNLESS such telephone system(s), internal telephony or data connectivity and circuits have been supplied by and are managed and / or maintained by the Company at the date the report is issued.

## 7. **EXCLUSIONS AND EXCEPTIONS**

7.1. The following exclusions and exceptions apply to the measurement and calculation of the Service Levels:

- 7.1.1. incidents affecting the Customer Equipment outside of this Service Schedule;
- 7.1.2. incidents on BT applications and / or network and application equipment due to acts or omission of the Customer;
- 7.1.3. incidents reported by the Customer not observed/confirmed by the Company or its Authorised Provider;
- 7.1.4. the Company is unable to reproduce operating conditions similar to those present when the Customer detected the relevant Fault;
- 7.1.5. disruptions occurring within pre-notified engineering works window;
- 7.1.6. failure of access from suspension of the Services pursuant to this Service Schedule or the Master Services Agreement;
- 7.1.7. outages due to scheduled maintenance are excluded from service level calculations;
- 7.1.8. outages due to unscheduled upgrades, requested by the Customer that cannot be performed during the regularly scheduled maintenance windows;
- 7.1.9. outages due to applicable national laws, customs, or regulations;
- 7.1.10. outages due to incidents of Force Majeure Events;
- 7.1.11. any failure caused by: (i) any act by the Customer (ii) any unreasonable failure to act by the Customer, (iii) unavailability of Customer personnel in order to determine and/or identify and/or isolate the problem, or (iv) the Customer's delay in installations, or (v) the Customer's applications, equipment or third party suppliers;

- 7.1.12. outages whereby the Company or its Authorised Provider is unable to gain access to the Customer's Site, for reasons attributable to the Customer, to carry out necessary repair work; or
- 7.1.13. unavailability of the BT application and / or Network as a result of problems with environmental conditions including but not limited to power, climate, housing, switch off at the Customer's Site, the Customer's failure to follow agreed procedures, the introduction of unauthorised changes to supplier CPE (if applicable) or failure of the Customer's Equipment.

**Schedule 2**

**THE SERVICES**

**1. Services and Service Level Definitions**

**Levels of Service:**

	Standard	Enhanced Telephony	Enhanced Telephony Plus
<ul style="list-style-type: none"> <li>▪ Telephone support with 4 Working Hours response on Major Faults.</li> <li>▪ 1 Working Day response on Minor Faults and no service level agreement on Change Requests.                             <ul style="list-style-type: none"> <li>▪ Change Requests that requires a Site visit are chargeable.                                     <ul style="list-style-type: none"> <li>▪ Change Requests are subject to fair usage.</li> </ul> </li> <li>▪ Standard Support Services provided during Working Hours only.</li> </ul> </li> </ul>	✓		
2-hour response on Major Faults		✓	✓
4 Working Hour response on Minor Faults		✓	✓
20 Working Hour response on Change Requests		✓	✓
Inclusive recordings of announcements for the Customer's business including auto attendant, training and on hold (see clauses 3.42 and 3.43).		✓	✓
Unlimited adds, moves and changes		✓	✓
Inclusive Site visits (please refer to clauses 3.38 and 3.39 )		✓	✓
Inclusive training refreshers (please refer to clauses 3.40 and 3.41 )		✓	✓
24/7 remote support on Major Faults (excluding Bank Holidays)		✓	✓



24/7 remote support on Major Faults (Including Bank Holidays)			
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