

**TALK TELECOM LTD**

**SERVICE SCHEDULE FOR MAINTENANCE AND TECHNICAL SUPPORT  
(WITH LEGACY PROTECT)**

**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 5.5;
<b>Additional Service</b>	any additional maintenance services provided by the Company to the Customer in circumstances described under clause 3.17, or other service which falls outside the description of the Services set out in the Order Form;
<b>Authorised Licences</b>	licences granted by the Company or third party provider on an individual user basis, which permits a specific employee or independent contractor of the Customer to use Software through the Services under the Agreement, as specified in the Order Form;
<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 6.1.3;
<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>Equipment</b>	means the hardware and infrastructure used by the Customer to receive Legacy PBX services, including but not limited to PBX units, handsets, cabling, and network devices.
<b>Fault</b>	a reproducible systems malfunction or a service affecting issue, which may be classified either a Minor Fault or Major Fault, as further 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>Hosted Telephony</b>	a cloud-based telephony service provided by the Company pursuant to the Service Schedule for Voice Telephony Services, enabling voice communication over IP networks with features such as call management, remote access, device flexibility, and support;

<b>ISDN</b>	integrated services digital network;
<b>Legacy PBX</b>	an on-premise private branch exchange telephone system provided by the Company that uses traditional telephony infrastructure, such as ISDN, SIP or analogue lines, to manage internal and external voice communications;
<b>Legacy Protect</b>	means the Service Assured Product provided to customers using Legacy PBX, offering temporary Hosted Telephony services and upgraded support, as described in Clause 4 and outlined in Schedule 2;
<b>Maintenance Level</b>	the Standard or upgraded Legacy Protect level of support for the Customer's telephone system(s) selected by the Customer and as set out in the Order Form or otherwise agreed in writing by the Company;
<b>Major Fault</b>	as defined in paragraph 1 of Schedule 1.
<b>Manufacturer Software Support</b>	a separate support and maintenance agreement between the Customer and the manufacturer of Equipment for the provision of software support and maintenance 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://www.talk-telecom.co.uk/tc2026">https://www.talk-telecom.co.uk/tc2026</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 4.9 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 Legacy Protect (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 Assured Product</b>	means an optional upgraded service that enhances the standard services available, as more fully described in Schedule 2 of the Master Services Agreement;
<b>Service Assured Product Commencement Date</b>	has the meaning given to it under Schedule 2 of the Master Services Agreement;
<b>Service Levels</b>	the service level responses and response times referred to in Schedule 1 and Schedule 2;
<b>SIP</b>	Means sessional initiation protocol;

<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, or as subsequently downgraded or upgraded with the Company's written agreement;
<b>Support Request</b>	a 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 4.12.
<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 for Major Faults only pursuant to the terms of this Agreement.
<b>24/7 Remote Support</b>	means remote technical assistance provided by the Company on a 24-hour, 7-days-a-week basis, strictly subject to the terms of the Agreement and available only to Customers who have an active subscription to the Legacy Protect service.

## 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 4.3 in the case of Legacy Protect; and
  - 3.2.2. the Master Services Agreement.
- 3.3. Except where the Customer is a 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 or further Subsequent Term (as the case may be).
- 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 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 appointed by the Company who will raise a Fault 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. Except where the Customer is subscribed to Legacy Protect, the provision of 24/7 Emergency Support shall be chargeable and payable by the Customer at the Company's prevailing rates for labour, materials, and any other applicable costs. The Customer acknowledges and agrees that such charges will apply in respect of any emergency support services requested or required outside the scope of their subscribed plan.
- 3.9. 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 defined in paragraph 1 of Schedule 1, the Company:
  - 3.9.1. will apply a call out charge to the Customer's account and the reported issue will only be dealt with during Working Hours; and/or
  - 3.9.2. may withdraw the 24 x 7 Emergency Support contact number, and the Customer shall not be permitted to use it; and/or
  - 3.9.3. 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 24 x 7 Emergency Support contact number.
- 3.10. The Customer acknowledges and agrees that Change Requests:

- 3.10.1. must only be reported by way of a Support Request during Working Hours; and
  - 3.10.2. to the extent such Change Request is technically feasible, will be performed during Working Hours only (unless otherwise agreed by the Company in writing); and
  - 3.10.3. will be prioritised lower than a Fault; and
  - 3.10.4. except where the Customer has an active subscription to Legacy Protect, is not subject to any Service Levels.
- 3.11. Subject to clause 3.10, 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.
- 3.12. The Company shall use its reasonable endeavours to complete Change Requests within 12 Working Hours (for Customers subscribed to Legacy Protect) or a reasonable timeframe (for Customers receiving Standard Support Services) of receiving a Support Request from the Customer. Time shall not be of the essence for performance of any Change Request under any Maintenance Level.
- 3.13. 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 not be obliged to provide the Services and shall be entitled to terminate the Agreement with immediate effect without liability to the Customer.
- 3.14. The Customer acknowledges and agrees 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, Customer Computer System, 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, and comply with all applicable health and safety laws and regulations. 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.
- 3.15. The Company shall have no obligation to provide the Services where a Fault arises from:
- 3.15.1. misuse, incorrect use of or damage to the Equipment caused by the Customer, its employees, agents or subcontractors or from any cause other than use in accordance with the manufacturer's specifications and the Company's written guidelines.; or
  - 3.15.2. repairs, adjustments, tampering or alterations to the Equipment caused by the Customer, its employees, agents, subcontractors or from any cause other than use in accordance with the manufacturer's specifications and the Company's written guidelines.; or
  - 3.15.3. 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
  - 3.15.4. any relocation or installation of the Equipment by any person other than the Company or a person acting strictly in accordance with the Company's written instructions; or
  - 3.15.5. any surge of electrical power; or

- 3.15.6. any fault, failure or change in the electricity supply service and/or host telephone systems;  
or
  - 3.15.7. exposure of the Equipment to adverse weather conditions; or
  - 3.15.8. use of the Equipment in combination with any equipment not provided by the Company,  
or any Fault in any such equipment; or
  - 3.15.9. any breach of the Customer's obligations under the Master Services Agreement or this  
Service Schedule; or
  - 3.15.10. the Customer's failure to comply with the Company's instructions, whether written or oral,  
relating to the use, storage, maintenance, or operation of the Equipment; or
  - 3.15.11. operator error.
- 3.16. The Company shall not be liable for costs of making good defects in the overhead and  
underground cables from any associated wiring.
  - 3.17. Any maintenance services carried out by the Company caused by an event set out in Clause 3.15  
or to making good defects described in Clause 3.16, or any of the exclusions or exemptions listed  
in paragraph 7 of Schedule 1 shall be an Additional Service. The Company may charge the  
Customer for such Additional Service at its prevailing man-hour rate.
  - 3.18. For the avoidance of doubt, the Company is under no obligation to provide Additional Services,  
and any such services shall only be provided at the Company's sole discretion and subject to  
separate agreement and charges.
  - 3.19. 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.

#### 4. **LEGACY PROTECT – SERVICE ASSURED PRODUCT**

- 4.1. Subject to payment of the applicable Charges, the Company shall provide the Customer receiving  
Legacy PBX with Legacy Protect in accordance with the provisions of this clause 4 and Schedule  
2 of the Master Services Agreement (Service Assured Products).
- 4.2. Subject to paragraph 3 of Schedule 2 of the Master Services Agreement, the Company shall  
provide Legacy Protect to the Customer from the Service Assured Product Commencement Date  
and shall continue to make Legacy Protect available to the Customer for successive periods of  
30 (thirty) days (each 30-day period being a Rolling Monthly Term).
- 4.3. The Company or Customer may give written notice to the other, not later than thirty (30) days  
before the end of a Rolling Monthly Term, to terminate Legacy Protect and termination shall take  
effect on the last calendar day (inclusive) of the following Rolling Monthly Term. For the  
avoidance of doubt, termination of Legacy Protect, however arising, shall not terminate the  
Agreement or affect the continued provision of Standard Support Services, which shall remain in  
full force and effect for the remainder of the Term, unless otherwise terminated in accordance  
with the terms of the Agreement. Only Legacy Protect will cease upon termination pursuant to  
this clause 4.3.
- 4.4. The Customer shall pay the applicable Charges for Legacy Protect on a monthly basis in advance.
- 4.5. Where the Customer is subscribed to Legacy Protect, and a Fault occurs affecting the  
Customer's Legacy PBX system, the Company shall use reasonable endeavours to deploy a  
Hosted Telephony solution within forty-eight (48) hours of request from the Customer, subject  
always to technical feasibility and availability of necessary hardware. The temporary  
deployment and provision of Hosted Telephony under Legacy Protect shall be governed by, and

subject to, the terms of the Service Schedule for Voice Telephony Services:  
<https://www.talk-telecom.co.uk/tc2026>

- 4.6. Where Hosted Telephony is deployed under Legacy Protect, the Customer acknowledges and agrees that, in addition to the terms set out in this Service Schedule, the Master Services Agreement, and the applicable Order Form, the Company's Service Schedule for Voice Telephony Service shall apply to the provision of Hosted Telephony <https://www.talk-telecom.co.uk/tc2026> . For the period in which the Customer is receiving Hosted Telephony, the Customer further agrees to comply with all obligations of the Customer set out in the Company's Service Schedule for Voice Telephony Services.
- 4.7. Subject to the terms of this clause 4, where the Legacy PBX experiences a Fault or the Customer submits a Change Request, the Company shall use its reasonable endeavours to deliver the enhanced Service Levels set out in Schedule 2 for the duration of the Customer's active Legacy Protect subscription.
- 4.8. The completion of any Change Request by the Company is subject to technical feasibility and the terms of this Service Schedule. Where a Change Request is deemed technically feasible by the Company, the Company shall carry out the Change Request during Working Hours pursuant to Schedule 1 and Schedule 2.
- 4.9. The Customer acknowledges and agrees that the Company does not monitor emails or its CRM system Out-of-Hours. Any request by the Customer for 24/7 Remote Support must be made by telephone. Any requests or reports made by email Out of Hours will not be actioned until the next Working Day.
- 4.10. In the event that the Customer elects not to transition to Hosted Telephony in replacement of Legacy PBX and the Company is unable to remedy the relevant PBX Fault, the Customer shall be entitled to terminate the Agreement solely in respect of the Legacy PBX services by providing 30 days' written notice to the Company. In such circumstances, the Customer shall not be required to pay the Balance of Contract relating to the Legacy PBX Services.
- 4.11. Under the Legacy Protect service provision, the Customer shall be entitled to one (1) complimentary annual visit from an engineering expert chosen by the Company, upon request. This visit may be used for PBX system review, optimisation, or technical consultation, and shall be scheduled at a mutually agreed time.

**For existing Customers:**

- 4.12. After providing the Customer with not less than 30 days' prior written notice, the Legacy Protect may be automatically applied to the Customer's invoice and will be provided free of charge for one (1) month (the **Trial Period**) unless the Customer notifies the Company otherwise pursuant to clause 4.13.
- 4.13. The Customer may cancel Legacy Protect 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 Legacy Protect by the end of the Trial Period.
- 4.14. If the Customer wishes to continue using Legacy Protect after the Trial Period, no notification to the Company is required. In such case, the Company will automatically continue to provide Legacy Protect, and the Customer will be charged the monthly subscription fees as notified in the free trial notice pursuant to Clause 4.12.

**24/7 Remote Support for Legacy Protect:**

- 4.15. Where the Customer has elected for Legacy Protect, which includes 24/7 Remote Support, this covers the provision of 24/7 Remote Support for all Faults (including during UK Bank Holidays) subject to the terms of this Service Schedule.

- 4.16. 24/7 Remote Support does not include certain add ons, moves and changes including but not limited to time of day routing changes, hunt group changes, extension programming, auto-attendant changes or other Change Requests. 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.
- 4.17. All remote programming, moves and changes are dependent on the Company having remote access to the Customer's telephone systems and technical feasibility. 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:
- 4.17.1. the response times for Legacy Protect shall not apply; and
- 4.17.2. within 8 Working Hours of such notification, the Company will contact the Customer to arrange a mutually agreed date and time for a Site visit time with the Customer. The Customer acknowledges that any Site visit may incur additional Charges, including but not limited to engineer call-out fees, travel expenses, and hourly labour rates. The Company shall notify the Customer of the applicable Charges in advance of attending the Customer's Site.
5. **GENERAL**
- 5.1. The exclusions and exceptions set out in paragraph 7 of Schedule 1 shall apply to the measurement and calculation of the Service Levels.
- 5.2. 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.
- 5.3. 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.
- 5.4. The Services are limited to the Equipment specified in the Order Form unless otherwise agreed by the Company in writing.
- 5.5. Subject to clause 5.4, 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.
- 5.6. **Fair Usage:** the Services including but not limited to configuration or programming requests are subject to fair usage. The Customer should be able to use the Services 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.
- 5.7. 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.

## 6. THE CUSTOMER'S OBLIGATIONS

- 6.1. In addition to the obligations set out in the Master Services Agreement, the Customer shall:
  - 6.1.1. co-operate with the Company in all matters relating to the Services;
  - 6.1.2. provide the Company, its employees, agents, consultants and subcontractors, with access to the Site and other facilities as reasonably required by the Company;
  - 6.1.3. 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
  - 6.1.4. where the Customer does not have any Manufacturer Software Support in place, pay for any Manufacturer Software Support required to rectify a Fault.
- 6.2. 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.
- 6.3. 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.
- 6.4. 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**):
  - 6.4.1. 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;
  - 6.4.2. 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 6.4; and
  - 6.4.3. 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:

**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 Legacy Protect</b>
Priority 1	A Complete System Failure	4 Working Hours	2 Working Hours
Priority 2	Part of a major application or business unit is non-operational	4 Working Hours	2 Working 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	12 Working Hours for remote Change Requests
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- 2.3. The Service Levels are target response times only and do not constitute performance guarantees. Failure by the Company to meet any Service Level shall not constitute a breach of this Agreement, nor shall it entitle the Customer to terminate the Agreement, withhold payment for Services provided, or claim any form of compensation, unless expressly agreed otherwise in writing.
- 2.4. The Company reserves the right to reclassify the priority level of any reported issue following initial assessment or upon implementation of a temporary workaround. Such reclassification shall be communicated to the Customer and shall be final unless otherwise agreed in writing by the Company. For example, Priority 1 issues may be downgraded to Priority 2, and Priority 2 issues may be downgraded to Priority 3, following the application of a temporary solution.
- 2.5.

### 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.
- 3.2. The Service Levels are target response times only and do not constitute performance guarantees. Failure by the Company to meet any Service Level shall not constitute a breach of this Agreement, nor shall it entitle the Customer to terminate the Agreement, withhold payment for Services provided, or claim any form of compensation, unless expressly agreed otherwise in writing.
- 3.3. Where restoration or resolution of a Fault is delayed due to third-party dependencies (being circumstances beyond the Company's reasonable control, including but not limited to delays caused by third-party suppliers or the provision of defective or incompatible goods or services by such suppliers) the Company shall not be liable for any resulting delay, impact, or failure to meet the applicable Service Levels or performance targets.
- 3.4. To enable the Company to meet the service standards set out under this Schedule 1, at the request of the Company or its Authorised Provider, the Customer shall ensure that its personnel are onsite and that remote access to the Service and/or Software, or affected product or system is available to allow remote diagnostics and maintenance. 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.

- 3.5. The Service Levels shall only apply to Faults traced to the Company's or its Authorised Provider's Service platform and not to Customer CPE and Customer network connectivity related Faults.
- 3.6. It is technically impracticable to provide a Fault free Service and the Company does not undertake to do so.
- 3.7. The Customer acknowledges that the Company's ability to meet the Service Levels is dependent on the Customer providing timely access, information, and cooperation. The Company shall not be liable for any delay or failure to meet the Service Levels where such delay or failure is attributable to the Customer's failure to provide reasonable assistance, access, or communication.

#### 4. **CHANGE REQUESTS**

- 4.1. Except where the Customer is receiving Legacy Protect, the Customer acknowledges and accepts that Change Requests are not subject to any Service Levels unless agreed otherwise by the Company. e
- 4.2. Where covered by the applicable Maintenance Level, the Company will use its reasonable endeavours to complete any Change Requests requested by the Customer in the Target Response time specified paragraphs 4.1 and 4.5 of this Schedule 1, 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 (Legacy Protect only)**

- 4.5. Target Response: estimated to be 12 Working Hours (subject to paragraph 4.7 of this Schedule 1).
- 4.6. Cost: N/A
- 4.7. The Customer acknowledges that any Change Request will only be completed remotely if the Company has remote access to the Customer's telephone system. The timescales within the Service Levels set out under this Schedule 1 in respect of Change Requests do not apply if a Site visit is required to complete the Change Request.

## 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	Legacy Protect
<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 Working Hour response on Major Faults		✓
4 Working Hour response on Minor Faults		✓
<ul style="list-style-type: none"> <li>▪ 12 Working Hour completion on remote Change Requests</li> <li>▪ Change Requests that requires a Site visit are chargeable.</li> </ul>		✓
24/7 Remote Support on all Faults (Including Bank Holidays)		✓