

**TALK TELECOM LTD**

**SERVICE SCHEDULE FOR SERVICE 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:

<b>Account Manager</b>	the manager appointed by the Customer in accordance with clause 3.
<b>BT</b>	BT Group plc or any of its subsidiaries.
<b>BT Applications</b>	Any software applications provided by BT.
<b>Fault</b>	any fault for which the product specific fault service has failed to resolve the fault and as a result one or more senior engineers of the Company need to investigate all relevant equipment and services that may affect the service that the Company is supplying.
<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>Minimum Term</b>	twelve (12) months (or such other minimum period as is set out in the Order Form) from the Service Assured Product Commencement Date.
<b>Service Assured Product Commencement Date</b>	as defined under Schedule 2 of the Master Services Agreement.
<b>Service Protect Extended Term</b>	as defined in Clause 4.4.
<b>Service Protect Services</b>	the Service Protect Services as set out in Schedule 1.
<b>Service Protect Support Hours</b>	08:00 to 18:00 Monday to Friday but excluding public holidays in the United Kingdom.
<b>Site Attendance Date</b>	the date the Company will arrange an engineer to attend to the Site as notified to the Customer pursuant to clause 4.12.
<b>Third Party Hardware</b>	hardware supplied by a third party and not the Company. This could be quite extensive however the common items would be non-maintained private branch exchange ( <b>PBX</b> ), local network, switches, firewalls, routers, servers, wireless access points, Session Initiation Protocol ( <b>SIP</b> ), data & hosted PBX.

**2. MASTER SERVICES AGREEMENT**

2.1. The terms of this Service Schedule incorporate 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 will prevail.

- 2.2. In this Service Schedule, expressions defined in the Master Services Agreement shall 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. **ACCOUNT MANAGERS**

- 3.1. Promptly following the Service Assured Product Commencement Date, the Customer shall nominate an Account Manager who will have authority to act on its behalf and bind it contractually in respect of all matters relating to the Service Protect Services. The Account Manager will co-operate with the Company and provide all information necessary by the Company in order to provide the Service Protect Services.

### 4. **SUPPLY OF SERVICE PROTECT SERVICES**

- 4.1. The Company shall provide one level of Service Protect Services as set out in Schedule 1.
- 4.2. The Company shall provide the Service Protect Services from the Service Assured Product Commencement Date for the Minimum Term and any Service Protect Extended Term in accordance with this Service Schedule.
- 4.3. **Rights to terminate.** The Customer acknowledges that it has limited rights to terminate the Service Protect Services during the Minimum Term or the Service Protect Extended Term (as the case may be). These rights are set out in Clause 4.5. If the Customer terminates the Agreement before the expiry of the Minimum Term or Service Protect Extended Term, the Customer shall pay any applicable Balance of Contract.
- 4.4. If, on the expiry of the Minimum Term or Service Protect Extended Term (as the case may be) the Customer has not given notice to the Company in accordance with Clause 4.5 to terminate the Agreement, then the Company shall automatically continue to provide the Service Protect Services to the Customer for one (1) year (the **Service Protect Extended Term**) at the end of the Minimum Term and at the end of any Service Protect Extended Term, as the case may be.
- 4.5. **Terminating the Agreement.** The Customer may give written notice to the Company, not later than thirty (30) days before the end of the Minimum Term or any Service Protect Extended Term, to terminate the Service Protect Services at the end of the Minimum Term or the relevant Service Protect Extended Term, as the case may be.
- 4.6. If the Customer:
  - 4.6.1. terminates the Agreement pursuant to Clause 4.5 then the Customer will not have to pay the Balance of Contract;
  - 4.6.2. terminates the Agreement before the Minimum Term or Service Protect Extended Term (as the case may be) has expired the Customer will have to pay the Balance of Contract.
- 4.7. Subject to clause 4.8, the Customer is only eligible for the Service Protect Services if the Company supplies one or more of the following services to the Customer:
  - 4.7.1. DSL/FTTC;

- 4.7.2. EFM;
  - 4.7.3. Ethernet;
  - 4.7.4. Wholesale Line Rental plus one additional service listed in this Clause 4.7;
  - 4.7.5. Firewall;
  - 4.7.6. Telephone System Maintenance;
  - 4.7.7. SIP Trunks; and / or
  - 4.7.8. Hosted Voice.
- 4.8. The Customer will not be eligible for the Service Protect Services if:
- 4.8.1. the Customer has cancelled the Service Protect Services; or
  - 4.8.2. the Company only supplies the Customer with:
    - 4.8.2.1. Wholesale Line Rental; or
    - 4.8.2.2. Mobiles.
- 4.9. The Company can refuse to supply, or reject an Offer to purchase Service Protect Services for any reason at its sole discretion.
- 4.10. To request the Service Protect Services the Customer should contact:
- 4.10.1. **During the Service Protect Support Hours:** as advertised on the Company's Website.
- 4.11. The Company's customer service team will raise a ticket with the Service Protect Services Team. Calls received by the Company's support / service team outside of Working Hours will be logged with the Service Protect team the next Working Day.
- 4.12. Within 8 hours of the Service Protect Services Team receiving the ticket and provided the ticket is received during Working Hours, the Service Protect Services Team will:
- 4.12.1. assign a Service Protect engineer to the Customer; and
  - 4.12.2. notify the Customer by email, using the email address provided when contacting the Company pursuant to Clause 4.10 above, with:
    - 4.12.2.1. the name of the Service Protect engineer; and
    - 4.12.2.2. the Customer's Site Attendance Date,
- (the **Service Level Response Time**).
- The Service Level Response Time will be measured as the time between a ticket being received by the Company's Service Protect Services Team and the initial response by the Company's engineer or Authorised Provider (and not from the time the Customer contacts the Company's support / service team).
- 4.13. **Support Hours.** The Company shall only provide the Service Protect Service to the Customer during the Service Protect Support Hours.

- 4.14. Service Protect Services outside the Service Protect Support Hours are limited to remote diagnostics only. All calls outside the Service Protect Support Hours must be logged with the Out of Hours Service Team.
- 4.15. **Site Visits:** The Service Protect Support Services includes up to 40 hours of onsite engineering time at the Customer's Site per annum. The Company will track this on its appointments module and notify the Customer at the time of their request for the Service Protect Service if they have reached their maximum number of hours. Any Site visits in excess of 40 hours per annum will be charged at the Company's then current standard engineering rates.
- 4.16. The Customer acknowledges and agrees that the Service Protect Services is a diagnostic service only and the Company does not warrant or guarantee:
  - 4.16.1. a full resolution of all reported issues; or
  - 4.16.2. that the Company's engineers will have the technical ability to operate on all Third Party Hardware.
- 4.17. The Company shall replace, free of charge, any Company Equipment provided to the Customer directly by the Company pursuant to the Service Protect Services, and Customer Equipment. In the event that the Company's engineer diagnoses a Fault with Third Party Hardware it shall notify the Customer of:
  - 4.17.1. details of the Fault and /or Third Party Hardware requiring replacement;
  - 4.17.2. the Charges to replace the Third Party Hardware; and
  - 4.17.3. the standard manufacturer lead time to replace the Third Party Hardware.
- 4.18. The Company would not proceed with ordering any replacement Third Party Hardware until it receives the Customer's acceptance of any Charges in writing. The Company shall not be responsible for managing or for the maintenance of any replacement Third Party Hardware unless the Customer has entered into a separate contract with the Company for such maintenance.
- 4.19. Any advisory, best practice and solution recommendations provided by the Company's engineers are based on the Company's engineers or its Authorised Provider's technical understanding of the Customers topology and requirements, as notified to the Company's engineers or its Authorised Provider by the Customer, and the Customer providing the Customer Materials in accordance with Clause 6.1.1 and the Agreement.
- 4.20. Service Protect Services will not be available to the Customer where the relevant Fault arises from:
  - 4.20.1. incidents on the BT network and/or networks and application equipment due to acts or omission of the Customer;
  - 4.20.2. incidents reported by the Customer not observed and/or confirmed by the Company or its Authorised Provider;
  - 4.20.3. disruptions occurring within pre-notified engineering works window;
  - 4.20.4. failure of access from suspension of the Service Protect Services pursuant to Clause 13 of the Master Services Agreement for breach of the Agreement by the Customer or failure of access from suspension of other services provided by the Company;
  - 4.20.5. outages due to scheduled maintenance;

- 4.20.6. outages due to unscheduled upgrades, requested by the Customer that cannot be performed during the regularly scheduled maintenance windows;
- 4.20.7. outages due to applicable national laws, customs, or regulations;
- 4.20.8. outages due to incidents of Force Majeure Events;
- 4.20.9. any failure caused by the Customer to (i) action, (ii) inaction, (iii) unavailability of Customer personnel in order to determine and/or isolate the problem, or (iv) the Customer's delay in installations, or (v) failure caused by the Customer's applications, equipment or supplier;
- 4.20.10. 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
- 4.20.11. 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 premises, the Customer's failure to follow agreed procedures, the introduction of unauthorised changes to supplier Customer Equipment (if applicable) or failure of the Customer's equipment.
- 4.21. At the Customer's cost, the Customer shall ensure that the Company shall have such remote and other access to the Customer Computer Systems as the Company shall require to provide the Service Protect Services.
- 4.22. In the event that the Company are required to engage with BT or other supplier to perform the Service Protect Services the Company shall not be liable for any failure to meet any Service Level Response Time.
- 4.23. Unless otherwise agreed with the Company in writing, the Service Protect Services will be provided in the United Kingdom.
- 4.24. The Customer acknowledges that:
  - 4.24.1. the Company's ability to perform its obligations under the Agreement is dependent upon:
    - 4.24.1.1. the Customer's full and timely cooperation with the Company, the Company's engineer or Authorised Provider;
    - 4.24.1.2. the Customer allowing access to Third Party Hardware;
    - 4.24.1.3. the Customer furnishing all relevant information to the Company's engineer or Authorised Provider to enable them to fully investigate the issue or Fault;
    - 4.24.1.4. the accuracy and completeness of any Customer Materials the Customer provides to the Company, the Company's engineer or Authorised Provider;
  - 4.24.2. upon completion of each Site visit, the Company shall not be responsible for any subsequent issues to or maintenance of the Customer Computer System, Third Party Hardware or other services going forward;
  - 4.24.3. the Company shall not be responsible or liable for any delay in providing the Service Protect Services which arises directly out of the Customer's failure to perform its obligations under the Agreement, or to co-operate with the Company or the Company's Engineer or to provide complete and accurate Customer Materials, all in a timely manner;

- 4.24.4. unless otherwise agreed by the Company in writing, the Service Protect Services have not been developed to meet their individual requirements and that it is therefore the Customer's responsibility to ensure that the facilities and functions of the Service Protect Services meets their requirements;
  - 4.24.5. the Service Protect Services may be subject to limitations, delays and other problems arising out of the Customer's third party contractors or suppliers acts or omissions, hardware replacement, access, forces of nature (including but not limited to snow, flooding), misinformation and disclosure or engineering capabilities;
  - 4.24.6. some technical limitations, including but not limited to misconfiguration of existing Third Party Hardware or topology, Third Party Hardware not being fit for purpose or within specification, engineering capabilities with the Service Protect Services, may not become apparent until after the Service Protect Services have commenced;
  - 4.24.7. the Company or its Authorised Provider may at any time and without liability modify, expand, improve, maintain or repair the Service Protect Services and this may require suspension of the operation or provision of the Service Protect Services and the Company shall have no liability to the Customer in connection with any such adverse effect on the quality and availability of the Service Protect Services.
- 4.25. The Company's Engineer, employees, agents, Authorised Provider's or sub-contractors are not authorised to make any representations concerning the Service Protect Services unless confirmed by the Company in writing.

## 5. **THE COMPANY'S OBLIGATIONS**

- 5.1. The Company shall use reasonable endeavours to meet any performance dates agreed in writing, but any such dates shall be estimates only. The Company shall not be liable for failure to meet them, and time shall not be of the essence for performance of the Service Protect Services.

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

- 6.1. In addition to the Customer's other obligations under the Agreement, the Customer shall:
  - 6.1.1. ensure that it provides all Customer Materials required by the Company and that all such Customer Materials shall be accurate, full, and provided in a timely manner;
  - 6.1.2. enter into and maintain contracts directly with such third party providers as may be necessary to enable the Company to provide the Service Protect Services and ensure that such contracts permit the Company to request resources directly from each provider on behalf of the Customer when required;
  - 6.1.3. keep in place software maintenance agreements with the providers of all supported software applications used by the Customer to ensure adequate assistance from such vendors if required;
  - 6.1.4. ensure that it is the owner of, or is entitled to use all the Customer Computer System and Customer Equipment which is the subject of the Service Protect Services to be provided by the Company (including any machines, drawings, connectors, cables, parts or other items, computer room documents, manuals, tapes, disk media, items of furniture and other equipment), or that it is authorised by the owner thereof to make them available to the Company if necessary;
  - 6.1.5. ensure that the details of the existing hardware and software it uses and all current licenses it holds for software are complete and accurate and provide such information or documents to the Company on request;

- 6.1.6. co-operate with and follow the Company's and the Company's engineers' reasonable instructions to ensure the proper use and security of the Service Protect Services.
- 6.2. The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of the Customer Materials.

**Schedule 1**

**SERVICE PROTECT SERVICE LEVELS**

**1. SERVICE PROTECT SERVICE LEVEL AGREEMENTS (SLAS)**



	Standard	Service Protect
Resolution of Fault or issue up to SCL provided demarcation point	✓	✓
Further investigation into a <b>Non-Maintained PBX Fault</b>		✓
Interrogation and review of <b>existing local network, switches &amp; servers in a Fault scenario</b>		✓
Review and Fault finding on customer supplied/ <b>3<sup>rd</sup> party firewalls &amp; routers</b>		✓
Fault investigation and review of <b>wireless access points</b>		✓
Investigations into 3 <sup>rd</sup> party provider <b>SIP, Data and Hosted</b> products that are part of the customers overall solution		✓
Guaranteed engineering visit date with 8 working hours of Service Protect being invoked		✓
Access to specialist engineering resource to resolve a Fault for a 40-hour period per annum		✓
Best practice advice & recommendations on customers overall solution to resolve a Fault or performance issue		✓