

1. Definitions

The following definitions shall apply, in addition to those in the General Terms and Conditions and the General Service Schedule:

“Active Directory” means the directory for use in Microsoft Windows environments which allows administrators to assign enterprise-wide policies, deploy programs to computers, apply critical updates to an organisation and store information and settings relating to that organisation in a central, organised, accessible database.

“Application Configuration” means the implementation of settings and options in the Application Software and supporting systems to modify its function and operation.

“Application Instance” means a separate and distinct installation of Application Software installed on a server (virtual or physical).

“Application Management” means the monitoring and management of health, performance and security of specified Application Software.

“Application Software” means any of the software application components included on the Order.

“BT One Cloud for Microsoft Lync” means the Services described in this Service Annex.

“Change” means an alteration to an element necessary to deliver the Services. A Change may result in additional charges (as documented in the Customer Handbook) and shall be agreed by a new Order.

“Core Services” means the primary services Microsoft Lync, Microsoft Exchange and Microsoft SharePoint which form the basis of an Order for Hosted Services, detailed in Exhibit 1, to which additional optional Service Components can be added.

“Customer Handbook” means a document prepared by BT during Service Transition to describe the agreed phases for set-up and to record elements of the Services that are subject to Change. The Customer Handbook content includes, but is not limited to administration procedures, incident escalation procedures, contact details and any defined Planned Maintenance schedule and will form part of this Service Annex.

“E911” – means a system used in North America which links emergency calls with the appropriate public resources.

“Emergency Maintenance” means unplanned and crucial work on equipment carried out by BT in response to a threat or Incident.

“Federated” means the enablement of communications across different organizations in a trusted fashion.

“Hosted Infrastructure” means the software, computer hardware, network and security components, storage and other items used or required to be used by BT to provide the Services.

“Hosted Service” means the BT One Cloud for Microsoft Lync Service(s) provided by BT to the Customer defined by those Core Service(s) and Service Component(s) hosted in BT data centres as set out in Exhibit 1 of this Service Annex.

“Hotfix” means an ad-hoc Vendor-released software update required to resolve a specific and crucial problem.

“Incident” means any event which is not part of the standard operation of the Service and which causes, or may cause, an interruption or a reduction of the quality of the Services.

“Incident Management” means the process to restore normal operations as quickly as possible with the least possible impact on the Customer and its Users.

“Major Release” means a Vendor-released new version of software that features significant changes from the previous version.

“Maintenance Window” means a defined period of time, agreed with the Customer, where BT may carry out maintenance of the Service.

“Minimum User Volumes” means the agreed minimum number of Users each month after Service Transition either included on the Order or agreed as part of the deployment plan prior to Service Transition and measured on the Active Directory,

“Operating System” means the software installed on equipment managed by BT that operates the computer hardware resources and provides the platform supporting the Application Software.

“Operating System Management” means the monitoring and management of health, performance and security of specified Operating Systems, as set out in this Service Annex.

“Patch” means a scheduled Vendor-released software update required to address bugs or security vulnerabilities.

“Point Release” means a minor Vendor-released software update intended to address minor bugs and/or do minor software cleanups.

“Priority Level” means the assessment of an Incident’s business impact, or the priority required to fulfill a Service Request.

“Professional Services” means services provided by BT to the Customer as set out in this Service Annex for the purpose of Service installation and configuration, consultancy, training and advisory and such other professional services as may be agreed by the Parties and included in an Order and which are subject to the Charges and BT’s standard terms and conditions.

“Public IM Connectivity” means federation with public instant messaging networks such as AOL, MSN, and Yahoo.

“Quest Software” means Quest Notes Migrator for Exchange and Quest Co-existence Manager for Notes.

“Remote Managed Infrastructure” means the software, computer hardware, network and security components, storage and other items provided by the Customer and managed by BT to provide the Remote Managed Service..

“Remote Managed Service” means the BT One Cloud for Microsoft Lync Service(s) provided by BT to manage the Remote Managed Infrastructure as set out in Exhibit 2 of this Service Annex.

“Reporting Period” means a calendar month, beginning at 00:01 on the first day of the month.

“Service Availability” means the measure of the availability of the Services as set out in the Service Levels of this Service Annex.

“Service Component” means an element of the Services as described in this Service Annex and further detailed on the Order.

“Service Desk” means the BT support team acting as the point of contact for the Customer System Administrators to report or seek updates in relation to Incidents and Requests.

“Service Operations” means the ordinary, day to day, in-life activities carried out by BT.

“Service Pack” means a periodic Vendor-released Application Software update that is an accumulation of Patches, Hotfixes and functionality enhancements.

“Service Request” means a request by a Customer System Administrator for BT to modify the configuration of the Service.

“Service Transition” means BT’s delivery of the Services required by the Customer into live use.

“SIP” means Session Initiation Protocol.

“SMACs Process” means small moves, adds and changes, the process for which shall be as set out in the Customer Handbook.

“**System Administrator**” means an individual(s) authorized by the Customer to manage configurable aspects of the Service including but not limited to management of Users.

“**Technical Configuration**” means the activities carried out by BT to discover, design and implement the technical features of the Service.

“**Tier 1 Support**” means the desk supporting the Users and is the responsibility of the Customer. Tier 1 Support desk may escalate to Tier 2 Support.

“**Tier 2 Support**” means the desk receiving escalations from Tier 1 Support.

“**Tier 3 Support**” means the desk receiving escalations from Tier 2 Support, which is provided by BT via the BT Service Desk, who may escalate and manage Incidents with the Vendors.

“**User Administration**” means tasks directly affecting User data or User access to the Services.

“**Vendor**” means a vendor of Operating Systems and Application Software.

“**Vendor Support**” means an arrangement providing access to Level 4 escalation support from a Vendor (or a Vendor authorized support agent).

2. Available Services

BT One Cloud for Microsoft Lync Services are a collection of unified communication Service Components. Available Service Components include Microsoft Lync core applications together with a number of supporting services. All Service Components selected by the Customer’s solution will be listed on the Order.

Upon request by the Customer more detailed product descriptions can be provided by BT in addition to the Service Components described in the Exhibits. Product descriptions are for information purposes only and do not form part of the Agreement.

BT One Cloud for Microsoft Lync consists of:

2.1 Standard Service

2.1.1 Setup and Delivery of BT One Cloud for Microsoft Lync;

2.1.2 and either:

- (a) BT One Cloud for Microsoft Lync Hosted Service if the Service is hosted at BT’s data centre(s), as set forth in Exhibit 1; or
- (b) BT One Cloud for Microsoft Lync Remote Managed Service if the Service is hosted at a Remote Managed Infrastructure, as set forth in Exhibit 2.

2.2 Optional Services

2.2.1 The following optional Services may be supplied with the Service Components:

- Setup RightFax

This option provides the deployment, installation, configuration and testing of the RightFax service in the data centre. This does not include the procurement and installation of voice (PSTN) services into the data centre.

- Setup Application or Appliance

This option provides configuration, testing and acceptance into service of equipment or applications that are either not hosted in the data centres or are not additional to the standard Service Components, which could be Customer Equipment. This includes, for example, the setup for devices such as gateways or Survivable Branch Appliance (SBA) equipment on Customer Sites. All such equipment and applications

will be referenced in the Order or any agreed Professional Services work order associated with the Agreement.

- BT Provided Equipment - Gateway Equipment Supply

The supply and delivery of BT Provided Equipment is not included as part of the standard Service. This option includes delivery of BT Provided Equipment and will be subject to the additional conditions for Sale of BT Provided Equipment as set out in the General Terms and Conditions.

- Quest Software Supply

Quest Software may be provided where the Customer is being migrated from Lotus Notes to Microsoft Exchange. The Customer is responsible for providing server infrastructure to host the Quest Software.

2.2.2 BT can provide other additional Professional Services. If the Customer requires such additional Professional Services the Parties shall agree by Order the details of the deliverables of such Professional Service, subject to the Charges and BT's standard terms and conditions for such additional Professional Services.

3. Delivery

3.1 Delivery is the set-up of the Service and includes, depending on the Service contracted:

- (a) Service Transition (applicable for both standard and optional Services),
- (b) Technical Configuration (only applicable for Hosted Service),
- (c) Acceptance (applicable for both standard and optional Services).

3.2 **Service Transition.** During Service Transition the Customer specific configuration details will be agreed for the Services. A Customer Handbook detailing the high level service design and the integration between the Customer and BT for the provision of the Services will be developed. Service Transition ends on the Operational Service Date (OSD) for each Service. The Customer Handbook forms the reference document that sets out the key characteristics of the ordered Services. The Customer Handbook is managed jointly in-life by the Customer and BT's Account Manager.

3.3 **Technical Configuration** is only applicable for Hosted Services and is further described in Exhibit 1.

3.4 **Acceptance.** As part of the Customer Handbook, BT and the Customer shall jointly define the acceptance criteria for the Service. The Operational Service Date (OSD) is the date that a Service is made available to and accepted, or is deemed accepted, by Customer and BT begins the Service Operations. On the OSD, the Users' of that Service are considered to be "in production" and the Minimum Period of Service shall commence. The Service Transition project will end two (2) weeks after the OSD at which time the Customer will receive a Service Transition closure report.

4. BT Service Management Boundary (SMB)

The SMB defines BT and Customer delivery, deployment and Service Operations. Specific responsibilities for each BT One Cloud for Microsoft Lync Service are set forth in the relevant Exhibits.

For the avoidance of doubt, the BT One Cloud for Microsoft Lync Service does not include the items listed below. If required these are the responsibility of the Customer unless ordered from BT under a separate Order:

- (a) Configuring Users to access the service from Active Directory in excess of the first 100
- (b) PBX, VOIP or voice service provider integration
- (c) WAN provision to the data centres
- (d) Quality of Service (QoS) or any WAN configuration such as IP routing
- (e) Internet domain registration
- (f) Customised E911 work
- (g) Video integration

- (h) Integration with any third party unified messaging (UM) system.

5. The Customer's Responsibilities

5.1 In addition to the Customer responsibilities as set forth in each Exhibit, the Customer is responsible for:

- (a) providing contact details for up to four (4) individuals who will be Customer System Administrators, authorized to make Service Requests or raise an Incident on behalf of the Customer. The Customer is responsible for training its Customer System Administrators on how to interface with the Service;
- (b) providing the User account names and passwords for configuration of the initial 100 Users at least one (1) month before the OSD;
- (c) as part of the User Administration, configuring and extending the Customer's own Active Directory so that it conforms to an agreed specification for the installation of Lync Server should be carried out through the Customer's own Active Directory (AD) administration tools. The Customer is responsible for adding Users to the Service. Once the OSD has been reached for a particular Core service the Customer may start to enable services through AD. From this point, applicable Charges will commence in line with the agreed deployment plans and any agreed minimum volume commitments;
- (d) providing any necessary company information to the issuing authority of any required public (external) certificates;
- (e) ensuring, at its own expense that its personal computers ("PCs"), mobile devices, handsets, headsets, webcams or accessories which may be required to access the Service are of sufficient technical specification to meet the requirements for the client applications as specified by Microsoft on its website;
- (f) ensuring that Users have the appropriate client(s) installed on their desktop / mobile device(s);
- (g) providing all information reasonably required by BT to provide the Service including any agreed integration with the Customer's own applications or voice services. The Customer is responsible for providing and maintaining any such application(s) and for providing access to it as required by BT for the Term of the Service;
- (h) the creation, maintenance and design of all Customer information and ensuring that Customer complies with any applicable legislation relevant to the provision of such customer information to BT;
- (i) ensuring regulatory compliance of any network and/or voice services that are used in combination with the Service;
- (j) payment of all PSTN, SIP Trunking or mobile charges incurred when using the Service;

5.2 the Customer acknowledges that the Service does not qualify as a full replacement of a PSTN service and that the Customer's Public Telecommunication Service Provider ("PTSP") is responsible for all obligations applicable to the provision of PSTN services. If the Service is used in conjunction with a third party SIP service, then the Customer must provide BT with written confirmation that it or its SIP supplier will comply with all regulatory obligations applicable to the provision of PSTN and Voice over IP (VOIP) services;

5.3 If the Customer uses the enterprise voice capabilities of the Service, it is responsible for ensuring that its voice service provider provides network Calling Line Identity ("CLI") in accordance with the regulatory provisions associated with outgoing and incoming voice traffic, the rules and guidelines for CLI handling commonly accepted in the carrier industry, and that its voice service provider puts appropriate measures in place to enable Users to call the emergency services, to correctly identify the caller's location and to provide such location information to the proper Public Safety Answering Point (PSAP). For the purpose of this section 5.3, the applicable voice service provider shall include provider of PSTN service or PSTN-equivalent VoIP service. The Customer acknowledges that it may not be able to use the location feature of Microsoft Lync to determine location for the purpose of calling emergency services.

5.4 By purchasing the Microsoft Lync enterprise voice capability Service Component, the Customer confirms and agrees that:

- (a) the Service may not offer all of the features generally expected from a conventional phone line;
- (b) the Service may sometimes be unavailable as a result of things over which BT has no control, for example, the weather, power disruptions and failures of the Customer's internet service provider (ISP) or broadband connection and that in such circumstances all services (including access to emergency services) will also be unavailable;
- (c) connectivity to public emergency services is subject to the above and the phone number and location details will be provided only to the extent that is technically feasible. As a result, Users may have to provide their location information and phone number verbally to the relevant emergency services operator;

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- (d) where the Customer uses the Service outside of its users' normal locations calls may not be connected to the domestic emergency services upon dialling the appropriate emergency number;
- (e) for each VoIP extension or trunk in use, Customer or Users must register the physical location where they will be using the Service. Initial location will be registered as a part of subscribing to the Service. It is the Customer or Users responsibility to maintain the accuracy of their location address if there are any changes. If the Customer's service desk does not update BT with changes through the (small moves and changes process (SMACs) as defined in the Customer Handbook, it may not be possible for emergency operators and authorities to identify Users' locations and phone numbers when they dial emergency services. When they dial emergency services they will need to state their location and phone number promptly and clearly, as emergency operators and authorities may not have this information;
- (f) emergency operators and authorities may not be able to identify the User's phone number in order to call back if CLI was not transmitted by the Customer's voice service provider, the call is unable to be completed, is dropped or disconnected, or if Users are unable to speak to tell them the phone number and/or if the Service is not operational for any reason. Emergency operators and authorities may also not be able to hold the line open in the event that Users disconnect the call;
- (h) to inform all potential users of the Service of the above limitations and understands and accepts that the Users should always have an alternative means of accessing emergency services.

5.5 BT shall not be liable for any failure of the Customer to comply with this section 5 or for issues in relation to the Services which arise from Customer's failure to comply with this section 5 and the Customer shall indemnify BT from and against any claims or actions brought by its employees or Users against BT arising out of BT providing any Service Component in accordance with this Agreement.

6. Charging Principles

6.1 The specific Charges for the Service and all Service Components will be detailed on the Order and are subject to the payment terms as set out in the General Terms and Conditions.

6.2 For setup of BT One Cloud for Microsoft Lync Service the following Charges shall apply:

Product	One-time Charge	Recurring Charge	Notes
Setup for Core Services or per User onboarding setup	Yes	No	The type of Setup for the Core Services will be defined on the Order and will be based on either a single one-off Charge for all Users or a series of one-off Charges for each User when they first access the Service. Charging is also based on how many Setup activities need to be performed i.e. per Core Service or data centre region.
Setup service for equipment, applications, or additional Service Desk functions if relevant	Yes	No	Charged per item.
Additional Professional Services	Depending on the Professional Service ordered.		Additional Professional Services may be required within the Service Management Boundary of the Service for specific Customer integration or equipment supply.

- 6.3 The recurring Charges structure for the BT One Cloud for Microsoft Lync Service depends on the type of Service – which for BT One Cloud for Microsoft Lync Hosted Service is described in Exhibit 1 and for BT One Cloud for Microsoft Lync Remote Managed Service is described in Exhibit 2.
- 6.4 Any licencing charges in respect of Application Software are subject to annual price variation during the term of this Agreement, depending on potential price changes of the applicable Vendor.
- 6.5 Unless specified otherwise on the Order, any Professional Services Charges will be calculated at the daily rate applicable at the time the work is carried out and payable on completion of the work, or as otherwise agreed in writing, together with any amounts owed to BT for expenses incurred.
- 6.6 Any requests for Changes to the Customer's existing Order(s) for the Service will be subject to BT's prior written agreement.

7. Minimum Period of Service and Early Termination

- 7.1 Notwithstanding the General Service Schedule, each Order is subject to a Minimum Period of Service of 36 months unless otherwise agreed in the Order.
- 7.2 If the Customer requests changes to the Customer's existing Order(s) for the Service during the Minimum Period of Service then the Parties may agree to enter into a new Order:
- a) on a new Minimum Period of Service; or
 - b) on reviewed Charges if the Customer prefers to keep the same Minimum Period of Service as set out on the existing Order(s).
- 7.3 At the end of the Minimum Period of Service, the Services shall continue thereafter until such time as terminated by either Party in accordance with the General Terms and Conditions. Any renewed licenses for Applications Software shall automatically result in a full year extension.
- 7.4 The provisions of the General Terms and Conditions and the General Services Schedule apply, if the Customer terminates one or more Service Components or if BT terminates the Service for breach by the Customer before the Minimum Period of Service has expired, and the recurring Charges per Site per month will be calculated as the average of the recurring Charges of the terminated Services for the three months before notice of termination is received. In addition, Customer will pay any outstanding license fees for the full current term of any Applications Software.

8. Application Management and Configuration

- 8.1 BT will provide monitoring and management of the Application Software in-line with Vendor best practice for security and performance to ensure that the Service meets the Service Levels as set out in this Service Annex. In order to provide Application Management, the Parties shall undertake the following activities:
- (a) The Customer will provide any required access rights and/or license keys to enable BT to provide the required Application Management if BT One Cloud for Microsoft Lync Remote Managed Services is ordered.
 - (b) BT will provide sufficient access, rights and permissions to allow the Customer System Administrators to carry out application administration tasks if Hosted Services are ordered.
 - (c) Details of standard Application Configuration tasks and processes shall be set out in the relevant Customer Handbook.
 - (d) At the request of the Customer, and in line with the SMACs Process set out in the Customer Handbook, BT will carry out Application Configuration changes subject to agreement on any additional Charges by Order.
 - (e) Any Customer specific processes and tasks will be set out in the Customer Handbook.

(f) BT will install all Application Software Hotfix, Patch, Service Pack or Point Releases as part of the Service in accordance with the relevant process in the Customer Handbook.

8.2 The implementation by BT of an Application Software Major Release will be considered as a Change on existing Orders and is subject to a new Order whereby any additional Charges will be agreed.

8.3 The Customer is responsible for the licensing, deployment, administration, management and maintenance of all Customer Equipment and all software that runs on such Customer Equipment used in relation to the Service.

9. Operating System Management

BT will provide monitoring and management of the Operating System software required to provide the Services in-line with Vendor best practice for security and performance to ensure that the availability of the Service meets the Service Levels set out in the Service Annex, including but not limited to the following activities:

(a) For the Hosted Service, but not for the Remote Managed Service, BT will install the Operating System on the equipment in line with current industry practice for security and performance, and optimized for the Application Software to be deployed on the server. For clarity, the Operating System software for the BT One Cloud Remote Managed Service is the Customer's responsibility in line with current industry practice for security and performance.

(b) BT will automatically apply Operating System Patches to the equipment for maintenance and security to conform to industry best practice.

(c) BT will install all Operating System Hotfix, Service Pack, and Point Release as part of the Service and in accordance with the relevant process in the Customer Handbook.

(d) The implementation by BT of an Operating System Major Release will be considered a Change and (if applicable, as documented in the Customer Handbook) may be subject to additional charges to be agreed, prior to implementation of such Change, by a new Order.

(e) BT will manage Operating System antivirus protection including regularly updated signature files on the BT Equipment.

(f) BT will monitor and manage the health, performance and security of the Operating System and take appropriate steps to ensure that the availability of the Operating System meets the specified Service Levels.

(g) BT will utilise where necessary the Vendor support escalation arrangements with the Operating System Vendors.

10. Vendor Support

10.1 Vendor Support arrangements to allow Service Desk escalation Incidents not resolved with the Service Desk teams shall be provided by BT for Operating System and Application Software.

10.2 Vendor Support for other third party application Software including RightFax Server and Blackberry Enterprise Server is the responsibility of the Customer. If the Customer provides an appropriate letter of authorisation, BT will route calls to and co-ordinate such third party vendor maintenance and support services on the Customer's behalf.

11. Service Management and Service Desk

11.1 The Customer is responsible for providing User Administration for the Service. BT will provide sufficient access, rights and permissions to allow the Customer System Administrator to carry out User Administration.

11.2 Details of standard User Administration tasks and processes are set out in the relevant Product Descriptions. Any Customer specific processes and tasks will be set out in the Customer Handbook.

11.3 BT One Cloud for Microsoft Lync Services

- 11.3.1 With the BT One Cloud Lync Service Desk Customers may use on-line call tracking, telephone or email to raise calls and tickets with the Service Desk.
- 11.3.2 The Services are connected to a dedicated management network and will be monitored and managed by BT. BT will provide 24 hour in-band monitoring of the server hardware, and network infrastructure and will notify the Customer Systems Administrator by telephone and/or email, if a fault is identified.
- 11.3.3 The Service Desk provides support for Incident Management, Service Requests and Changes. Customers will be informed of the status of their Incident/Service Request/ Change via their preferred communication method.
- 11.3.4 The Service Desk will be contactable on a dedicated number and email address. The Service Desk will:
- (a) provide Tier 2 support to the Customer's System Administrators;
 - (b) carry out Service Requests raised by the Customer;
 - (c) track and manage Incidents raised by the Customer and by BT's management systems;
 - (d) at BT's discretion, escalate any unresolved Incidents to a Tier 3 Support team which will have full administration rights over the Service and will receive alerts from the monitoring tools. This team may request escalation support from equipment and software vendors;
 - (e) respond to general enquiries from the Customer System Administrator including planned work, requests for information, requests for Changes.
 - (f) at BT's discretion, escalate unresolved Incidents to vendors in line with the provided escalation support processes, in line with the relevant responsibility matrix as documented in the Customer Handbook.
 - (g) be available 24 hours a day, seven (7) days a week. The language of the Service Desk is English.
 - (h) manage all aspects of call handling, logging Incidents and Service Requests, allocating Priority Levels, and documenting root causes.
- 11.3.5 The Customer is responsible for providing all Tier 1 Support service desk functions including all direct interaction with Users. The Customer Tier 1 Support Service Desk must:
- (a) be available at times appropriate to its reasonable business demands;
 - (b) be familiar with the Customer solution;
 - (c) be the first point of contact for all Users;
 - (d) be responsible for dealing with day to day management queries.
- 11.3.6 Except if otherwise agreed in writing, the Customer must provide BT with contact details for a minimum of two (2) personnel and a maximum of four (4) who will be nominated as the Customer System Administrators and whom BT agrees will be authorized to contact the Service Desk on behalf of the Customer.
- 11.3.7 BT will provide Incident Management and Incident resolution in accordance with this Service Annex. BT's Service Desk will retain overall ownership of all Incidents until the Incident has been resolved and closed. On receipt of a notification of an Incident or a Service Request for assistance, an initial assessment will be undertaken by BT, a reference number will be provided and a Priority Level communicated to the Customer. The Customer shall retain a record of the reference number which, in the event of a claim under the relevant Service Levels by BT, must be quoted.
- 11.3.8 BT will agree with the Customer, as part of Setup, a Maintenance Window, typically a two (2) hour window per month at a time of low usage for the relevant Services. This will be documented in the Customer Handbook. From time to time, BT may schedule Planned Maintenance during which BT executes regular Operating System patching, restarts as well as physical maintenance on BT Equipment, or on behalf of BT, that may cause the Services or part of the Services to be affected. Before carrying out any Planned Maintenance, BT will give the Customer reasonable notice, and whenever practicable will agree with the Customer when the Service will be affected. Emergency Maintenance and related updates and other procedures will be scheduled by BT, on a case-by-case basis. Advance notice will be given to the Customer where reasonably practicable.
- 11.3.9 Hosted or Remote Managed Infrastructure servers may require a regular restart to apply Operating System Patches. BT will perform this at a time agreed with the Customer and documented in the Customer Handbook.

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11.3.10 Management reports are provided to the Customer on a monthly basis via email. Any Customer specific reports will be set out in the Customer Handbook. Unless otherwise and expressly agreed BT's One Cloud for Microsoft Lync service manager will be available for Customer specific service management conferencing calls with the Customer once every three (3) months.

11.3.11 Monthly reports will be made available upon request to the Customer's System Administrator(s). The reports will contain (as a minimum) a summary of change requests, administration requests and incidents for the month in question. Reports will be available within 14 days of the end of the month in question.

12. Service Levels

12.1 Only the Service Levels and its Service Credits as set out in this section shall apply to the Services described in this Service Annex. The Service Levels set out in the General Service Schedule shall not apply on the Services.

12.2 BT will calculate the Service Levels over the Reporting Period on a per Customer Order basis and provide the Customer with detailed reporting on achievement.

12.3 Service Availability

12.3.1 The following Service Availability Service Levels will apply for the respective Service Components, unless otherwise set out in the Order.

Monthly Uptime Percentage SLA	Service
99.99%	Core Services
99.9%	High - Non-Core Services (e.g. BES, FMC or RightFax)
99.7%	Standard - BT One Cloud Remote Managed Services and management of other appliances and equipment

12.3.2 Service Availability is measured on an individual Customer deployment of a Service Component basis, across a Reporting Period. For the purposes of calculating the Monthly uptime percentage for a Service, Downtime minutes commence from the point at which a relevant Incident is logged by the BT One Cloud Lync Service Desk and ends when the Customer is notified that the Incident has been resolved.

12.3.3 The Monthly Uptime Percentage is calculated based on the following formula for each Service:

$$\left(\frac{\text{Available Minutes} - \text{Aggregate Incident Downtime Minutes}}{\text{Available Minutes}} \right) \times 100\%$$

12.3.4 Where, for the relevant Service Component, measured and reported by BT:

- Available Minutes = (Total Minutes in the Reporting Period – Any pre-agreed interruption to the Service) x Number of Users reported as registered for the Service in the relevant Reporting Period.
- Incident Downtime Minutes = Duration of an Incident causing Downtime x Number of Users affected.
- Aggregate Incident Downtime Minutes = Total of Incident Downtime Minutes for Incidents occurring in the Reporting Period.

12.3.5 Service Availability shall not apply:

- (a) if the Customer asks BT to test the Service although no Incident has been detected and/or reported;
- (b) if the Service has been modified or altered in any way by the Customer without BT's approval;
- (c) during Planned Maintenance, Emergency Maintenance or any other pre-agreed schedule maintenance periods;
- (d) for Incidents due to any Customer performed network configurations not approved by BT;
- (e) for changes or alterations made other than by BT to the Service or to BT Equipment, connections, routing plan, applications or test equipment, or the mapping of applications; or
- (f) if an Incident is reported and BT cannot confirm that an Incident exists after performing tests.

12.3.6 If the following conditions are met (for the relevant Service), an Incident will contribute to Downtime:

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Service	Condition
Exchange Services	User can either not send any email or receive any email (or both) via the Exchange Service
Lync Standard modality Service	User can either not send any instant messages or receive any instant messages (or both) via the Lync Service
Lync Enterprise modality Service	User cannot initiate a Lync Service web conference
Lync Plus modality Service	User cannot initiate or receive a Lync Enterprise Voice call
Sharepoint Service	Service test user does not have Sharepoint URLs request fulfilled within 10 seconds (These Test URLs to be detailed in the Customer Handbook)
BES Service	Service User with account on mobile messaging Service can either not send any email messages or receive any email messages (or both) via the hosted mobile messaging Service

12.3.7 Monthly uptime percentage performance by Service and fault type is measured by BT and this data is provided in reports to the Customer per Reporting Period.

12.4 Service Desk Performance.

12.4.1 Incident Resolution. Any Priority 1 Incidents shall be solved within four (4) hours. Incident Management performance is measured by BT and this data is provided in reports to the Customer.

12.4.2 Service Requests. There are no Priority 1 Service Request for this Service, only Priority 2, 3 and 4 as set-out below and further described in the Customer Handbook. For such Service Requests, following Service Levels apply:

Performance Measure	Service Level
Service Request – Priority 2	90% completed in <= 24 hours
Service Request – Priority 3	90% completed in <=72 hours
Service Request – Priority 4	90% completed in <= 120 hours

The Customer may request that Service Requests are escalated and carried out at a higher priority for certain situations. This may be required for example in the case of a potential security breach, or a high level user request. BT reserves the right to exclude such exceptions in the calculation of Service Request Service Levels.

Service Request performance is measured by BT and this data is provided in reports to the Customer per Reporting Period.

12.5 Service Credits

12.5.1 **Availability**. In the event of a Service Availability failure on a Service Component, the Customer is entitled to claim the following Service Credits:

Category: Hosted Core Services (99.99%)

Monthly Uptime Percentage for relevant Service	Service Credit due (proportion of monthly Charges for the relevant Service Component)
< 99.99%	5%
< 99.9%	10%

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Monthly Uptime Percentage for relevant Service	Service Credit due (proportion of monthly Charges for the relevant Service Component)
< 99.0%	15%
< 97.0%	20%
< 95.0%	25%
< 90.0%	33%

Category: High (99.9%) e.g. BES, FMC or RightFax

Monthly Uptime Percentage for relevant Service	Service Credit due (proportion of monthly Charges for the relevant Service Component)
< 99.9%	7.5%

Category: Standard (99.7%) e.g. BT One Cloud Remote Managed Services and Management of Other Appliances and Customer Equipment

Monthly Uptime Percentage for relevant Service	Service Credit due (proportion of monthly Charges for the relevant Service Component)
< 99.7%	7.5%

12.5.2 **Service Desk Performance.** BT will allocate 5% of the aggregate monthly Charges for the relevant Customer Order for Service Credits for Service Desk Performance, the “Maximum Service Desk Performance Credit”. In the event of a Service Desk Performance failure, the Customer is entitled to claim a Service Credits equal to the proportion of Maximum Service Desk Performance Credit, as set out in the table below:

Performance Measure Service Level Failure	Proportion of Maximum Service Desk Performance Credit Allocation
Priority 1 Incident Time to Repair	20%
Service Request – Priority 2	10%
Service Request – Priority 3	7.5%
Service Request – Priority 4	2.5%

For example, in the event of a Service Level failure of the Priority 1 Incident Time to Repair for a Reporting Period, this will result in the right to claim a Service Credit of 20% of the Maximum Service Desk Performance Credit.

12.5 **Service Level Exclusions**

12.5.1 In addition to the exclusions as set out under Service Availability, Service Levels will not apply where the unavailability of the Services is due to:

- (a) the acts or omissions of the Customer or any third party which lead to BT not being able to provide all or part of the Services;
- (b) any cause beyond BT’s reasonable control as set out in the General Terms and Conditions of the Agreement;
- (c) a fault on the Customer’s network (however supplied or managed) or Customer Equipment configuration;
- (d) if the Customer does not provide access, delays providing access or denies permission for BT or its agents to repair the Service;

-
- (e) to any qualifying Incident not reported in accordance with BT's incident reporting procedures; or
 - (f) a fault on any third party software such as the Operating System, the Application Software or a Customer web application;
 - (g) BT awaiting information from the Customer or awaiting Customer confirmation that the Service has been restored;
 - (h) scheduled or notified Downtime;
 - (i) faults or omissions of other internet or network service providers;
 - (j) faults or omissions in, equipment, wiring, cabling, software or other services which are not maintained by BT or which are not provided by BT under this Agreement;
 - (k) any faults caused by the Customer's management of the Services;
 - (l) any breach by the Customer of its obligations under this Agreement;
 - (m) any faults found to be caused by a virus introduced negligently or otherwise by the Customer onto Customer Equipment due to any or all of the following: (i) any Customer employee failing to abide by BT's or the Customer's virus protection policy; (ii) the Customer omitting to implement a virus protection policy.

12.5.2 Only BT's measurements shall be used to calculate Service Credits.

12.5.3 Failure to meet the Service Levels is not a material breach of the Agreement. The Service Credits are the Customer's sole and exclusive remedy and BT's only obligation and liability with regard to Service levels breaches. The Customer acknowledges that the amounts payable by BT are fair and reasonable and, so far as it is aware, represent a genuine pre-estimate of any resulting loss or expense to the Customer.

12.5.4 Payment of Service Credits. To qualify for Service Credit(s), and before any Service Credit(s) can be applied, the Customer must make a claim, providing details of the reason for the claim, within 25 days of the end of the Month in which poor performance occurred. Service Credits will normally be made by deduction from the Customer's invoice within two (2) billing cycles of a claim being received.

13. Service Key Performance Indicator (KPI) – Inbound Customer Response Time

BT monitors Inbound Customer Response Time which is defined as the length of time a Customer waits for their request to be acknowledged by a Service Desk analyst. This KPI is not a Service Level but a target only and no Service Credits apply if these targets are not met.

- Telephone Call Reception. KPI target – 80% of incoming calls, measured over the Reporting Period, will be answered within 30 seconds.
- Email Request Submission. KPI target - 100% of emails to the Service Desk will be acknowledged within 24 hours of receipt.
- Service Desk Response. KPI target - 95% of trouble tickets assigned to an engineer will be responded to within 15 minutes of the agreed KPI target.

14. Data Flows

14.1 This section supplements the data provisions set out in the General Terms and Conditions.

14.2 In order for BT to provide and support the Service, BT may use personal data, mainly contact details (typically name, email address, telephone number and business and/or Site(s) address), billing and payment information of people within the Customer's organisation in order to:

- (a) process, track and fulfil Orders for the Service;
- (b) deliver and commission the Service, either remotely or at the Site(s);
- (c) process, track and resolve incidents with the Service, either remotely or at the Site(s);
- (d) administer access to online portals relating to the Service;
- (e) compile, dispatch and manage the payment of invoices relating to the Service;
- (f) manage the contract and resolve any disputes relating to it; and
- (g) respond to general queries relating to the Service.

14.3 BT will process this data in accordance with applicable data protection law.

14.4 BT may need to share this information with other relevant parties, within or outside the European Economic Area, in order to carry out these activities. When doing so, BT will ensure that the sharing and use of this information is compliant with applicable data protection law.

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- 14.5 The Customer is responsible for complying with all requirements under applicable data protection law including that all criteria necessary for the provision of the Service by BT (for example; notifications, consents etc.) are fulfilled when sharing such personal data with BT.
- 14.6 BT may, from time to time, contact the Customer to provide additional information concerning the Service, or other related services. This information will typically be sent to the Customer contact person notified to BT, network manager or procurement manager involved in the procurement or management of the Service. If this information includes marketing materials, BT will provide a mechanism for the recipient to elect not to receive such communications in the future.

Exhibit 1: BT One Cloud for Microsoft Lync Hosted Services

1. Introduction

In addition to the Service Annex for BT One Cloud for Microsoft Lync, this Exhibit 1 sets forth the specific conditions applicable for Hosted Services.

2. Description for Hosted Services

2.1 Hosted Services are provided from a number of regional BT data centre(s) and include the provision of BT Equipment to support the Customer's ordered Services and service options, Application Management, Operating System licensing, hardware and Operating System Management, server administration, service management and Service Desk "Operational Services". These Operational Services are applied to the Services ordered by the Customer which can comprise of one or more of the Core Services and any associated optional services.

2.2 As further described in section 3 below, the Core Services include:

- (a) Microsoft Lync which provides instant messaging and presence as the standard service components, with options for adding voice, conferencing, facilities for mobile device access, fixed/mobile convergence
- (b) Managed messaging based upon Microsoft Exchange and
- (c) Team collaboration based upon Microsoft Sharepoint.

2.3 These Hosted Services require the Customer to have suitable network access between its Site(s) and the BT data centres whether provided by BT or another network services provider. The Hosted Services can also be accessed via the Internet. If the Customer prefers access via Internet, BT will provide a shared Internet connection as further specified in the initial Order(s). Such shared Internet connection can only be used as access to this Service and not for any other purposes like surfing on the world wide web. Customer Internet access for other purposes can be provided by BT subject to agreement on the appropriate additional conditions. The Hosted Services may also include rack space depending on the chosen solution. Any required rack space shall be specified in the initial Order(s).

2.4 Except if purchased from BT, the Application Software licencing is the responsibility of the Customer . BT can provide Application Software licencing under the Microsoft SPLA schemes as an option to the Core Services through the placement of a separate Order.

2.5 Detailed explanations of the Core Services and optional services comprising the Hosted Services are provided in the Product Descriptions covering Microsoft Lync, Exchange and Sharepoint.

2.6 Following BT services are not part of the standard Hosted Services:

- (a) Integration to the Customer's PBXs and/or other voice networks
- (b) Active Directory preparation and integration readiness
- (c) Supply of Lync PC client, Lync compatible phones and video devices
- (d) WAN connection to BT One Cloud for Microsoft Lync data centres
- (e) Conferencing services such as Audio BT MeetMe and Video bridging

2.7 If the Services as set out in section 2.6 above are required, these can be – together with a number of other service options – ordered optionally subject to additional Charges to be agreed on the Order. All optional features and Service Components may not be available at all locations.

3. Microsoft Lync Service Components with Hosted Services

3.1 Standard Lync Core Service Modalities

3.1.1 Lync Standard provides the following features:

- (a) PC-to-PC and multi-party Instant Messaging
- (b) PC-to-PC and multi-party File Transfer

- (c) PC-to-PC computer audio
- (d) PC-to-PC computer video
- (e) Rich Presence
- (f) Persistent Group Chat
- (g) IM/P from Office applications
- (h) PC-to-PC IM, audio, and video with users at Federated organizations and Public IM Networks that do not require XMPP gateway functionality
- (i) Conference attendee experience: join an ad hoc or scheduled meeting; send/receive audio/video; view shared application; view/write whiteboard - all of this as an authenticated User
- (j) Conference Presenter Experience: Upload and control PowerPoint slides; Initiate recording; share application; manage roster; manage meeting lobby; Use DTMF controls - all as an authenticated User
- (k) View application sharing session (attendee experience)
- (l) Skill search (also requires Microsoft SharePoint 2007 or later (separate SharePoint Service)
- (m) The Service will provide failover of IM and Presence into a geographically separated data centre.

3.1.2 Lync Enterprise, in addition to the capabilities of Lync Standard, provides the following features:

- (a) Initiate and Schedule ad-hoc multi-party (3+) audio conference (including dial-out to PSTN and/or PBX user)
- (b) Initiate ad-hoc multi-party video conference
- (c) Initiate ad-hoc application sharing (P2P or multi-party)
- (d) Initiate ad-hoc white boarding (P2P or multi-party)
- (e) Schedule and host conferences on the audio conferencing bridge (CAA)
- (f) Schedule web conferences
- (g) Automatically join meeting audio from PBX or other phone number
- (h) Ad-hoc multi-party (3+) audio conference (including dial-out to PSTN and/or PBX user)

3.1.3 Lync Plus, in addition to capabilities of Lync Enterprise, provides the following features:

- (a) Initiate and schedule ad-hoc multi-party (3+) audio conference (including dial-out to PSTN and/or PBX user)
- (b) Ad-hoc multi-party (3+) audio conference (including dial-out to PSTN and/or PBX user)
- (c) UC and PBX Call Control (click to call, answer, hold, resume, transfer, park and retrieve)
- (d) Additional telephony features (call park and receive, report malicious call, inbound private line)
- (e) Routing rules (includes team call, call forward, simul-ring)
- (f) Delegation
- (g) Response group agent and agent anonymity
- (h) USB tethering - Office Communicator/Lync Phone Edition based phone devices "better together"
- (i) Dial out to PSTN
- (j) Receive calls from PSTN
- (k) Visual access to voicemail (requires the Customer to have Exchange Unified Messaging (UM) deployed).
- (l) Unified Messaging (UM) can be provided if a suitable Exchange Service is also part of the Order. (Any stored messages will consume the Customer's allocated mailbox storage)

3.1.4 Additionally, presence, IM, audio conferencing, and calling features are available under a Lync IM&P license for mobile clients for Microsoft Lync. These features are available from a single interface using supported Apple iOS, Android, Windows Phone, or Nokia mobile devices to perform such activities as sending and receiving instant messages, viewing contacts, and viewing presence. In addition, mobile devices can access some Lync Enterprise Voice license features, such as click to join a conference, call via work, single number reach, voice mail, and missed calls.

3.2 Lync Service Options

Exchange Unified Messaging. This Service Component provides the Hosted Infrastructure for the integration of a Private Branch Exchange (PBX) with Exchange Server, allowing a User's voicemail messages to be stored together with email messages in a User mailbox. Microsoft licensing is not provided and must be acquired by the Customer separately and the Customer must be able to demonstrate its entitlement before using the Service.

3.3 Basic Licence Requirements for Lync

3.3.1 Lync Standard requires the following Licenses:

License Mobility:	Lync CAL Standard (per User)
	Lync Server (per Server)
Or SPLA:	Service option (per User)

3.3.2 Lync Enterprise requires the following Licenses:

License Mobility:	Lync CAL Standard + Lync CAL Enterprise (per User)
	Lync Server (per Server)
Or SPLA:	Service option (per User)

3.3.3 Lync Plus requires the following Licenses:

License Mobility:	Lync CAL Standard + Lync CAL Enterprise + Lync CAL Plus (per User)
	Lync Server (per Server)
Or SPLA:	Service option (per User)

3.3.4 Microsoft SQL server licencing may also be required to support the Microsoft Lync Core Service either as Customer licencing or SPLA Licencing per SQL processor.

3.4 Management of Other Appliances and Equipment

3.4.1 If, the appropriate Service Component should be selected and depending on device complexity, additional appliances or equipment (including its management) might be required to support the Customer's overall solution. Such shall be agreed as part of the Order together with the Setup for that Service.

3.4.2 For each additional appliance or equipment under management the following features will be provided:

- (a) Monitoring of equipment heartbeat
- (b) Escalation of Incident (detected by monitoring or reported by Customer to Service Desk) to hardware support vendor
- (c) Incident management
- (d) Management of 3rd party replacement
- (e) Periodic backup of configuration
- (f) Re-instatement of configuration (after hardware support vendor has performed onsite installation)

3.4.3 Only management is provided. No hardware maintenance Operating System or Application Software licensing is included, and any rack space and power required will be subject to a separate Order of Service Component [Rack-Space-1U]. Hardware maintenance and Operating System and Software licensing can be ordered optionally subject to additional Charges to be agreed on the Order.

3.5 Other options

3.5.1 LAN to LAN VPN. For Customers wishing to connect to the Hosted Infrastructure via the Internet, BT will provide a VPN termination point to enable this. This Service does not include provision of Internet bandwidth to carry User access traffic. The Customer is responsible for the termination, configuration and maintenance of the VPN at the Customer location.

3.5.2 Active Directory Resource Forest Synchronization. This provides for the management of the synchronization of the Customer Active Directory with an Active Directory Resource Forest. Where any Core Service (Lync) is installed not in the Customer forest and synchronisation is required this Service Component is required for each User to synchronise the user attributes. This is required once per Customer and it should be ordered in addition to the Core Service(s) which it will support. The Order quantity should be the same as the highest Core Service, for each forest required to be synchronised.

Licenses required:

License Mobility:	Forefront Identity Manager CAL (per User)
	Forefront Identity Manager Server (per Server)
SPLA:	[FIM-SPLA-C] per User Object

- 3.5.3 Additional Application Instance Management. BT will provide Application Management for an additional instance of an Application Server in the data centre. Only management is provided. No hardware maintenance is included, and any rack space and power required will be subject to a separate optional Service Component.
- 3.5.4 Service Desk Hand-off. BT will receive Tier 2 Service calls for services not ordered or not listed in this Schedule. These calls will be dispatched to a defined third-party team via email or telephone. Whilst the call is open BT will:
- (a) Update the Customer in line with the ticket severity
 - (b) Liaise with the 3rd party service desk
- This Service provides one (1) hour of Service Desk effort per month. Multiple quantities should be ordered to meet the requirement for Service Desk effort.
- 3.5.5 Additional Internet Bandwidth. If the Customer requires additional Internet bandwidth, the Customer can order additional Internet access of 2 Mbps (based on 1 Mbps per each of two Data Centres in the region).
- 3.5.6 Dedicated Internet. If the standard provided shared Internet access as referred to in section 2.3 of this Exhibit would not be sufficient, the Customer can order dedicated Internet bandwidth. The amount of bandwidth and subsequent charges will be set out in the relevant Order.
- 3.5.7 Additional Rack space Capacity. If the Customer requires additional Rack Space for hosting additional items in the data centre, the Customer can order additional Rack Space unit(s) dimensioned as one (1) rack unit (1U) of occupation space in the Data Centre and 50W of power capacity. Should greater than 50W of power capacity be required, then additional quantities must be ordered to meet the nominal power requirements of items requiring rack space capacity.
- 3.5.8 Physical Installation. This provides Services to carry out physical installation of a device into a rack in the Data Centre. Each unit of this Service Component provides four (4) hours of installation effort.
- 3.5.9 Appliance Setup. This provides the setup of management configuration and transition into service of an appliance. The specific tasks included are:
- (a) liaise with appliance supplier to witness the testing of the appliance configuration prior to commencing Service.
 - (b) liaise with appliance supplier to install BT's management configuration to ensure that the appliance can remotely connect to BT's management systems and be accessed by BT's Service Desk Analysts.
 - (c) Carry out the transition of the appliance into Service.
 - (d) Confirm that a backup of the appliance is carried, and record the location of the backup and the procedure to access the backup.

4. Set-up and Technical Configuration as part of the Delivery for Hosted Services

- 4.1 Setup for the Hosted Service includes an initial Setup and configuration by BT of the first 100 Users to enable them to access and use the Services. As part of setup for a Hosted Service, BT will facilitate sufficient access to the Hosted Infrastructure to allow User Administration by the Customer to carry out User Administration tasks including basic adds, moves, changes, deletes, together with training material for administration by the Operational Service Date. If the Customer requires change beyond what is achievable via the Customer self-administration access then the Customer will need to raise either Service Requests or Change requests

depending on the complexity of the change and as defined in the Customer Handbook. Data migration is not included in Setup Components.

4.2 Technical Configuration for the Hosted Service will define, design and implement the technical features of the Service that BT will provide, and commission the Service for on-going Service Operations. A joint project will agree detailed design and configuration requirements for the Customer's choice of Services and available possibilities for the Hosted Infrastructure and Application Software. These configuration possibilities will be applied before the OSD. The Technical Configuration possibilities are outlined in the Customer Handbook and include:

- The standard setup includes as standard the creation of a global (i.e. flat) dial plan. This excludes any effort to enhance the dial plan to include local dial plans for non-central offices.
- The standard setup includes the supply and provision of the required service certificates both Public and Private. Provision has been made for sufficient certificates for one (1) SIP domain.
- The standard setup includes the setup of Lync federation where this is required by the Customer. If the Customer wishes to limit the federation with other organizations then this Service will setup up to three (3) federated partners. A federated partner must subscribe to a similar public certificate authority. Further federation can be achieved with additional Professional Services or via the Change process (if the Service is in-life).
- If E911 is required, the standard setup includes a basic Lync setup to enable use of a Customer's E911 service or that provided by a voice service provider. The provision of the PSAP subscription is not included in the standard setup.
- If Exchange UM is required, the standard setup includes integration into an existing Exchange Unified Messaging (UM) service or a Hosted Exchange UM service being provided by BT.

Any work beyond above standard setup is considered being optional and can be ordered from BT as Professional Services subject to additional conditions and Charges for such Professional Services.

5. BT Service Management Boundary (SMB) with Hosted Services

The Service Management Boundary is limited to the provision and in-life management of the cloud services hosted in the BT Data Centre sites to the LAN port in the data centre and where ordered as options Application Management for specific devices at the Customer's Sites.

6. Additional Customer's Responsibilities with Hosted Service

6.1 The Customer's license responsibilities

6.1.1 The Customer is responsible, at its own expense, for obtaining and correctly maintaining, in accordance with the manufacturer's instructions, all server, application and Client Access Licences ("CALs") needed to access the Service.

6.1.2 Two options are available to the Customer to provide the required Microsoft Application Software licenses for the Services: License Mobility through Software Assurance ("License Mobility Program") or Service Provider Licensing Agreement ("SPLA Program").

6.1.3 The License Mobility Program enables the Customer to deploy certain Customer Application Software licenses on a hosted cloud platform of an authorized Microsoft License Mobility Partner. To exercise its rights under the License Mobility Program, the Customer must execute the License Mobility Verification form found at <http://www.microsoft.com/licensing/software-assurance/license-mobility.aspx> or such other sites as Microsoft makes available from time to time and submit it to Microsoft for verification. Once Microsoft provides evidence of verification BT will be enabled to deploy the verified Application Software licenses as part of the Service.

- 6.1.4 BT will provide information about the Hosted Infrastructure to support the Customer's license acquisition. The following licensing requirement should be assumed: Server License entitlement (e.g license keys) required from the Customer for all servers in the Hosted Infrastructure required to host the Application Software.
- 6.1.5 The Microsoft SPLA Program enables the Customer to purchase Application Software licenses for deployment on a hosted cloud platform of an authorized Microsoft Partner. The Customer must place an Order for the Application Software licenses as part of the Service.
- 6.1.6 Prices for SPLA licenses are reviewed by Microsoft on 1 January each year. BT reserves the right to change the SPLA charge on 1 February each year, based on the changes as made by Microsoft.
- 6.1.7 The responsibility for the provision of all relevant licenses will be documented in the Customer Handbook.

6.2 Other Customer Responsibilities

Customer is also responsible for:

- (a) User Administration of its Active Directory and providing helpdesk support for its Users. For the avoidance of doubt, individual Users may not contact BT directly.
- (b) The provision, licensing provision, licensing, deployment, administration, management and maintenance of end user devices and all call costs.
- (c) Perimeter Protection for Exchange if the Customer has not ordered Perimeter Mail Hygiene. Provision, licensing, administration and support of BlackBerry and Rightfax, RightFax Server and Client Licenses for BlackBerry Enterprise Server, RightFax Server

7. Additional Charges and Payment Terms with Hosted Services

7.1 For BT One Cloud for Microsoft Lync Service the following specific Charges shall apply:

Pricing Component	One-time Charge	Recurring Charge	Notes
Service Elements	No	Monthly in advance	Based on the agreed number of Users or mailboxes or other units as defined on the Order
Variable Usage	No	Monthly in arrears	Based on the number of Users with rights to access the Core Services measured by BT through Active Directory at the assessment point each month (usually mid-month), or based on the minimum user volume service charge where actual user volumes measured are less than the minimum.

7.2 Monthly recurring Variable Usage charges are based on the number of Lync Users or Sharepoint Users or Exchange Mailboxes individually. Minimum User Volumes will be defined in the Order or in a deployment plan agreed prior to Service Transition. Usage below the Minimum User Volumes throughout the Minimum Period of Service will be subject to agreed minimum Charges. Charges for Users above the minimum commitment are then variable and charged at the agreed rate depending on exactly how much usage occurs each month.

The minimum Charges will be the greater of:

- a) the cumulative monthly volumes of actual Users (defined on Active Directory); or
- b) 90% of the cumulative monthly Minimum User Volumes. The cumulative monthly User volumes already paid is then subtracted from this to determine the minimum charge. The Customer will pay, monthly in arrears, for the variable usage charges in any Month.

Should no Minimum User Volumes be agreed then the maximum number of Users specified on the Order shall be used instead in the calculation above.

7.4 BT and the Customer will agree on the Order how many Users are anticipated to use the Service each Month over an agreed period ("Target Users") until an agreed full target user capacity has been reached. This profile

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will be defined in a deployment plan. The Service will be designed and built to accommodate the number of Target Users over the deployment period.

7.5 During the Minimum Period of Service, the Customer has the flexibility to increase and decrease the number of Users at any time subject to following conditions:

- (a) For any Order, excluding any pre-agreed deployment plan documented during Service Setup (or otherwise agreed in writing with BT) the maximum permitted increase in the quantity of any Service Component in a single Reporting Period, after the Minimum User Volume has been reached, is 10% of the quantity of that Service Component reported by BT in the preceding Reporting Period. If an increase of more than 10% is required by the Customer then BT reserves the right to require 30 days' notice prior to the increased capacity being made available.
- (b) Should the increase in a Service Component for an Order exceed 10% of the quantity reported by BT for that Order in the preceding Reporting Period, and should this increase not be pre-agreed with BT in writing with the required notice, then BT shall be relieved of its obligations with respect to Service Level Agreements and Service Level Credits for the relevant Service Component until BT agrees with the Customer that such obligations may be reasonably reinstated.
- (c) For any Order, the maximum increase in the quantity of any Service Component from the start of the final 90 days of the Minimum Period of Service is 5% of the quantity of that Service Component reported by BT in the Reporting Period immediately preceding the final 90 days of the Minimum Period of Service. BT reserves the right to take steps to limit such growth to 5% by implementing technical constraints. Notwithstanding any steps taken by BT to this effect, and should the increase in a Service Component exceed 5% in the final 90 days of the Minimum Period of Service, then BT shall be relieved of its obligations with respect to Service Levels and no Service Credits shall apply for the relevant Service Component until BT agrees with the Customer that such obligations may be reasonably reinstated.

Exhibit 2: BT One Cloud for Microsoft Lync Remote Managed Service

1. Introduction

In addition to the Service Annex for BT One Cloud for Microsoft Lync, this Exhibit 2 set forth the specific conditions applicable for BT One Cloud Remote Managed Service only.

2. Service Overview for Remote Managed Service

- 2.1 This BT One Cloud Remote Managed Service provides remote management of all Customer Equipment located in a non-BT Remote Managed Infrastructure(s) and includes the provision by BT of remote Application Management and Operating System Management, server administration, service management and a Service Desk.
- 2.2 These operational services are applied to the Services ordered by the Customer which can comprise of one or more of Core Services and any associated optional services. The Core Services include:
- (a) Microsoft Lync 2010 or 2013 which provides instant messaging and presence as the standard service components, with options for adding voice, conferencing, facilities for mobile device access, fixed/mobile convergence
 - (b) Managed messaging based upon Microsoft Exchange 2010 or 2013 and
 - (c) Team collaboration based upon Microsoft Sharepoint 2010 or 2013.
- 2.3 BT is only responsible for the BT One Cloud Remote Managed Services described in this Exhibit and not for the Remote Managed Infrastructure.
- 2.4 The Customer is responsible for providing all hardware, networking equipment, firewalls, servers, Operating Systems (including licensing), Application Software (including licensing) and appliances that comprise the Remote Managed Infrastructure which must meet Microsoft capacity guidelines.
- 2.5 Should the workloads in any Customer deployment where BT provides BT One Cloud for Microsoft Lync Remote Managed Services exceed the Microsoft capacity guidelines BT shall use reasonable endeavours to meet the Service Levels as set out in the overall Service Annex but no Service Credits shall apply.
- 2.6 The exact configuration of the Service will depend on the Customer's detailed deployment and technical layout, and the characteristics of the Service will be agreed with BT and documented in the Customer Handbook.
- 2.7 The Remote Managed Infrastructure will be deployed in a single Microsoft Active Directory forest and all Users will be registered in the same forest.
- 2.8 The Service is connected to a dedicated management network and will be monitored and managed by BT.
- 2.9 Further details on the implementation and operation of the Services are set out in Customer Handbook.

3. Service Dimensions for Remote Managed Service

- 3.1 The BT One Cloud Remote Managed Service includes the following maximum number of application instances for remote management of Lync, Exchange and or for remote management of Active Directory.

User Numbers	Application Instances	Active Directory Servers
Under 3,000	10	4
3,000	18	6
5,000	24	8
10,000	30	12
15,000	40	16
20,000	48	20

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- 3.2 BT will provide remote monitoring software tools and hardware to support the remote management tools required to deliver the Services for the Customer Equipment specified in the Order.
- 3.3 If the Customer wishes to expand the Remote Managed Infrastructure beyond the ratios in the service dimensions table above then additional support Service Components will need to be ordered as a Change which may attract additional charges as agreed by Order.
- 3.4 There are five (5) core services incorporating the BT One Cloud Remote Managed Service described above:
- (a) Remote Management of Lync 2010 or 2013 Standard
 - (b) Remote Management of Lync 2010 or 2013 Enterprise
 - (c) Remote Management of Lync 2010 or 2013 Plus
 - (d) Remote Management of Exchange 2010 or 2013
 - (e) Remote Management of Sharepoint 2010 Service (not Customer Sharepoint applications)
- 3.5 The BT One Cloud Remote Managed Service can also be applied to the following optional features:
- (a) Remote Management of Lync XMPP which provides Remote Management of the Customer's Lync Extensible Messaging and Presence Protocol (XMPP) server facilities.
 - (b) Exchange 2010 Options:
 - (c) Exchange Unified Messaging provides Remote Management of the Customer's Unified Messaging server facilities.
 - (d) BlackBerry Enterprise Server provides Remote Management of the Customer's BlackBerry mobile server facilities.
- 3.6 The BT One Cloud Remote Managed Service for Sharepoint is subject to the following considerations:
- (a) The Customer is responsible for any applications developed and/or deployed on the SharePoint service.
 - (b) If BT can reasonably demonstrate that a Service Level may not be met due to faults in the Customer's SharePoint applications or deployment configuration, then BT will notify the Customer. BT shall be relieved of its obligations with respect to Service Level and no Service Credits will apply for the relevant Service Component until the Customer has rectified the fault, and BT agrees that such obligations may be reasonably reinstated.

4. Additional Service Component Options with Remote Managed Service

- 4.1 Management of other appliances and Customer Equipment. The Customer can order Application Management for an additional instance of a Customer application server in the Remote Managed Infrastructure. Only Application Management and Operating System Management is provided, no hardware maintenance of the Customer Equipment is provided nor is Operating System or Application Software licensing
- 4.2 Remote Managed Active Directory provides monitoring and management of the Customer's Active Directory service (provided on Remote Managed Infrastructure) for the Active Directory servers required to operate the Service. It does not include User Administration.
- 4.3 Service Desk extension provides reception of Tier 2 Service calls for services not ordered or not listed in this Exhibit. These calls will be dispatched to a defined third-party team via email or telephone. Whilst the call is open BT will:
- (a) Update the Customer in line with the ticket severity
 - (b) Liaise with the 3rd party service desk

5. Standalone PSLP Support with Remote Managed Service

- 5.1 Standalone PSLP Support Services are provided for Customers for whom BT has not procured Hosted Services. The Service Component should be selected based on the number of Users for whom support is required.
- 5.2 The service desk supporting the Customers' Users will be provided by Tier 1 Support and is the responsibility of the Customer.

- 5.3 The service desk receiving escalations from Tier 1 Support will be provided by Tier 2 Support and is the responsibility of the Customer.
- 5.4 Tier 2 Support function must include the ability and responsibility to resolve the following:
- (a) problems with the installation of the Lync Server software;
 - (b) questions with regard to the proper use of the Lync Server software;
 - (c) issues that were covered in technical training for certification Lync 2010 MCTS Certification (Exam 70-664) or similar later exam;
 - (d) issues that are documented in the Lync Scenario Troubleshooting Guide or in Microsoft's publicly accessible knowledgebase articles (collectively "Known Issues"); and
 - (e) issues that are caused by non-Microsoft software or non-Microsoft hardware including but not limited to gateways and devices.
- 5.5 Tier 3 Support from Microsoft is provided by BT, and the BT Service Desk will escalate and manage Incidents with the Vendor in accordance with the PRS Service defined in section 3.10 below.

6 Supportability with Remote Managed Service

- 6.1 Microsoft will perform a deployment supportability assessment ("Assessment") on each new Customer's Lync Server software deployment. For standalone PSLP, this will be carried out on the Customer's own Lync environment. If an Assessment determines that a Customer's Lync Server software deployment is not effectively supportable or requires remediation, Microsoft will provide BT with a copy of the Assessment and the necessary remediation steps required and BT will provide this to the Customer. These remediation steps must be completed separately by the Customer prior to PSLP Service commencing.
- 6.2 Microsoft may need to perform an annual health check at each renewal of an existing Customer's Lync environment. Microsoft will provide BT with a copy of the results of the health check and identify any necessary remediation steps required and BT will provide this to the Customer., The Customer is responsible for ensuring that the issues requiring remediation are addressed in order to ensure that the Customer's deployment is supportable by Microsoft Assessment as described above.
- 6.3 The Charges for the Microsoft Assessment will be in addition to those for Standalone PSLP Support if and when these surveys are required. The Customer accepts that the Charges for this Service Component may be revised from time to time should Microsoft vary the charges to BT for the Microsoft survey.
- 6.4 BT may discontinue support for a Customer with no liability or further obligation to the Customer where BT reasonably determines that BT is unable to provide support because such remediation steps have not been taken. However, BT will resume support once the issue in question has been remediated during the term of the Customer's Lync FNCS (see PRS below).

7 Problem Resolution Support with Remote Managed Service

- 7.1 This provides Problem Resolution Support (PRS) by BT for Customers that are licensed to use and have deployed the voice telephony features of Microsoft Lync under a Microsoft licensing program (such as Customers who have purchased the Lync Plus CAL under the Microsoft Volume Licensing Enterprise Agreement) for Incidents reported by such Customers when using the Lync Server software.
- 7.2 Those Customers with whom BT has contracted to provide support for the Software and for which BT has entered into a Lync Fee and Named Contacts Schedule ("Lync FNCS") with Microsoft are referred to as "LPRS Customers".
- 7.3 Issues that can be raised by the Tier 2 desk to BT are:
- (a) issues that are not Known Issues (as defined by Microsoft, see 3.8.4 (d) above);
 - (b) probable bugs in the Microsoft Lync software.
 - (c) Issues that BT will raise to Microsoft are:

- i. those which could not be resolved through standard troubleshooting processes and tools provided by Microsoft;
- ii. those which were not covered in the training as part of the Microsoft Premier Support for Lync Partners (PSLP) certification program;
- iii. those which are not Known Issues;
- iv. Probable bugs in the Microsoft Lync Server software.

7.4 Under Standalone PSLP Service option the Customer must provide the BT with all the steps necessary to recreate the reported problem and any other information or documentation which the BT may reasonably request and the Customer can reasonably provide, including as a minimum the information set forth on the PSLP support escalation template, detailed at <http://support.microsoft.com/kb/2571958> (or such successor website that Microsoft may designate). The Customer understands and acknowledges that:

- (a) the Customer is responsible for providing BT with reasonable assistance in re-creating and diagnosing the problem.
- (b) the Customer will not direct third party software and device partners to contact the BT directly for support.
- (c) when the need for on-site support pursuant to an escalation engineering support request is between BT and Microsoft, Microsoft provides this Service subject to Microsoft's resource availability, and the tasks performed will vary depending on the situation, environment, and business impact of the issue.

8. Software Licensing with Remote Managed Microsoft Service

8.1 The Customer is responsible for all software licensing (including, but not limited to, Application Software and Operating System software) for the Remote Managed Infrastructure except for the remote monitoring and management software used by BT in the provision of BT One Cloud for Microsoft Lync Remote Managed Services.

8.2 The responsibility for the provision of all relevant licenses will be documented in the Customer Handbook.

9. Additional Customer's Responsibilities with Remote Managed Microsoft Service

9.1 Migration and Coexistence Software Licensing

The Customer is responsible for:

- (a) Vendor support for other third party application software, Operating System and Blackberry Enterprise Server. The Customer agrees to make such support arrangements available to BT by providing credentials for access.
- (b) Providing the Remote Managed Infrastructure and all hardware, networking equipment, firewalls, servers, operating systems (including licensing), Application Software (including licensing) and appliances to meet Microsoft capacity guidelines.
- (c) Providing User Administration for the Service. BT will provide sufficient access, rights and permissions to allow the Customer System Administrator to carry out User Administration.
- (d) Providing a Tier 1 support desk which will be the first point of contact for all Users. Users may not contact BT directly.
- (e) Providing contact details for a minimum of two (2) personnel (and a maximum of 4) who will be nominated as the Customer System Administrators.
- (f) Providing any required access rights and/or license keys to enable BT to provide the required Application Management.
- (g) User Administration of its Active Directory and providing helpdesk support for its Users. For the avoidance of doubt, individual Users may not contact BT directly.
- (h) The provision, licensing, deployment, administration, management and maintenance of end user devices and all call costs.
- (i) Perimeter Protection for Exchange if the Customer has not ordered Perimeter Mail Hygiene. Provision, licensing, administration and support of BlackBerry and Rightfax, RightFax Server and Client Licenses for BlackBerry Enterprise Server, RightFax Server.

**BT One Cloud for Microsoft Lync™ Service
Annex to the General Service Schedule**

BT Reference No. **_****_****

10. Additional Charges and Payment Terms with Remote Managed Service

10.1. For BT One Cloud Remote Managed Service the following specific Charges shall apply:

Pricing Component	One-time Charge	Recurring Charge	Notes
Service Components	No	Monthly advance in	Based on the agreed number of Users or mailboxes or other units as defined on the Order
Variable Usage	No	Monthly arrears in	Based on the number of Users with rights to access the Core Services measured by BT through Active Directory at the assessment point each month (usually mid-month), or based on the minimum user volume service charge where actual user volumes measured are less than the minimum.

10.2 Monthly recurring Variable Usage Charges are based on the number of Lync Users or Sharepoint Users or Exchange Mailboxes individually. Minimum User Volumes for each Service will be defined in the Order. The Customer may vary the volumes of Users either up or down from the target volumes for any BT One Cloud for Microsoft Lync Remote Managed Service providing that the Customer's Remote Managed Infrastructure still falls within the statements on Microsoft guidelines and service dimensions. The BT One Cloud for Microsoft Lync Remote Managed Services subject to fixed Charges and some BT One Cloud for Microsoft Lync Remote Managed Service subject to variable charge options have minimum charge volumes. These will be identified on the Order. Should the Customer's User volume fall below the minimums specified on the Order then the Charge will be set at the minimum volume.