

Broadband Resilience Schedule to the Trial General Terms

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A note on 'you'

'You' and 'your' mean the Customer.

Words defined in the Trial General Terms

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the Trial General Terms.

Part A – The Trial Service

1. Trial Service Summary

BT will provide you with a broadband resilience service on a limited trial basis, comprising the Trial Service Components up to the point of Trial Service Management Boundary as set out in Paragraph 3 ("**Trial Service**").

2. Trial Service Components

BT will provide you with all of the following trial service components ("**Trial Service Components**"):

- 2.1 a 4G Dongle: which if your broadband fails, will enable you to automatically switch over to the BT 4G network.

3. Trial Service Management Boundary

- 3.1 BT will provide and manage the Trial Service as set out in Part B this Schedule, up to the BT Business Hub ("**Trial Service Management Boundary**").
- 3.2 BT will have no responsibility for the Trial Service outside the Trial Service Management Boundary.
- 3.3 BT does not make any representations, whether express or implied, about whether the Trial Service will operate in combination with any Content, Customer Equipment or other equipment and software.
- 3.4 BT does not guarantee that the Trial Service will be provided without errors or uninterrupted or that BT will correct all errors.
- 3.5 BT will not be responsible in any way for any electronic communications services provided by any other Communications Provider and you are responsible for making applications to such providers, for compliance with their terms and for payment of any charges.
- 3.6 The Trial Service will not operate in the event of a major network outage, a power failure at your Site or where there is an inadequate 4G signal.
- 3.7 BT will cease providing the Trial Service if you fail to pay the Charges in accordance with Clause 9 of the Trial General terms.

4. Associated Services

- 4.1 You will have the following services in place that will connect to the Trial Service and are necessary for the Trial Service to function and will ensure that these services meet the minimum technical requirements that BT specifies;
 - 4.1.1 a BT Business Broadband line; and
 - 4.1.2 a BT Business Hub (which is classed as Customer Equipment)(each an "**Enabling Service**").
- 4.2 If BT provides you with any services other than the Trial Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.

5. Purchased Equipment

5.1 Transfer of Title and Risk

- 5.1.1 Title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you when you have paid for the Purchased Equipment in full.

5.1.2 Risk will pass to you on delivery of the Purchased Equipment, but you will not be liable for any loss or damage that is caused by BT's negligence.

5.2 Acceptance

5.2.1 The Purchased Equipment will be deemed to have been accepted when you take delivery or possession of the Purchased Equipment.

5.3 Warranty

5.3.1 At any time during the Trial Period, if you report to BT that there is an Incident in the Purchased Equipment which is due to faulty design, manufacture or materials, or BT's negligence, BT will, or will arrange for the manufacturer or other third party to, at BT's option, replace either with new or refurbished equipment or repair the part affected by, or causing the Incident free of charge, unless:

- (a) the Purchased Equipment has not been properly kept, used and maintained in accordance with the manufacturer's or BT's instructions, if any;
- (b) the Purchased Equipment has been modified without BT's written consent;
- (c) the Incident is due to accidental or wilful damage, interference with or maintenance of Purchased Equipment by persons other than BT, or a third party authorised by BT; or
- (d) the Incident is due to fair wear and tear.

5.3.2 If requested by BT, you will return the Purchased Equipment affected by an Incident to BT or to the manufacturer or other third party, in accordance with BT's instructions, for repair or replacement as set out in Paragraph 5.3.1.

5.4 Security

5.4.1 You are responsible for the proper use of any usernames, personal identification numbers and passwords used with the Purchased Equipment, and you will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.

5.4.2 BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.

6. Specific Terms

6.1 Trial Period

6.1.1 BT will provide you with the Trial Service from 3rd January 2018 to 30th March 2018 ("**Trial Period**").

6.1.2 Either of us may, at any time before the end of the Trial Period, request an extension to the Trial Period.

6.1.3 Any extension to the Trial Period will be agreed in writing between the both of us and will be governed by the terms of the Contract.

6.1.4 BT does not make any representations, whether express or implied, that it will make the Trial Service commercially available at the end of the Trial Period.

6.2 Invoicing

6.2.1 BT will invoice you for the Charges for the Trial Service as set out in Paragraphs **Error! Reference source not found.** and 6.2.3.

6.2.2 If you order either Broadband, Broadband Unlimited, Infinity or Infinity Unlimited as your Enabling Service you will be charged £1.00 per month for the Trial Service, which will be invoiced from the date of shipment of the 4G Dongle.

6.2.3 If you order Broadband Premium or Infinity Premium as your Enabling Service you will be charged a £1.00 connection Charge, which will be invoiced from the date of shipment of the 4G Dongle.

6.3 Feedback and Results

- 6.3.1 BT may act upon and use any Feedback and results from the Trial Service and to that extent the Feedback and results will not be considered as Confidential Information, even if you mark it is “Confidential Information”.
- 6.3.2 BT or its licensors will own and retain all Intellectual Property Rights created in any Feedback (including development, improvements and variations to any Feedback).
- 6.3.3 BT will not make the results of the Trial Service available to you or any third party.

Part B – Service Delivery and Management

7. BT's Obligations

7.1 Service Delivery

Before the Trial Service Start Date BT will provide you with an estimated date to deliver the Trial Service and will use reasonable endeavours to meet any estimated dates.

8. Your Obligations

8.1 Service Delivery

Before the Trial Service Start Date and, where applicable, throughout the provision of the Trial Service, you will:

- 8.1.1 provide BT with the names and contact details of the Customer Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 8.1.2 provide BT with any information reasonably required without undue delay;
- 8.1.3 complete any preparation activities that BT may request to enable you to receive the Trial Service promptly and in accordance with any reasonable timescales; and
- 8.1.4 install the BT Business Hub and plug in the 4G Dongle.

8.2 During Operation

On and from the Trial Service Start Date, you will:

- 8.2.1 ensure that Users report Incidents to the broadband helpdesk on 0800 800 154;
- 8.2.2 monitor and maintain any Customer Equipment connected to or used in connection to the Trial Service;
- 8.2.3 ensure that any Customer Equipment that is connected to the Trial Service or that you use, directly or indirectly, in relation to the Trial Service is:
 - (a) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means;
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the Trial Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (d) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;
- 8.2.4 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 8.2.5 not disclose the results of any benchmark tests or performance tests of the Trial Service to any third party without BT's prior written consent;
- 8.2.6 not perform or disclose any information in relation to the security testing of the Trial Service or associated infrastructure including network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing;
- 8.2.7 not, in the event the Trial Service is working, be able to claim any compensation for any interruption or unavailability of any BT Broadband or BT Infinity services;
- 8.2.8 provide BT with any information that BT may reasonable require to evaluate the Trial Service including:
 - (a) completing any questionnaires or other documents BT may send to you concerning the Trial Service;
 - (b) participating in interviews and discussion groups; and
 - (c) providing Feedback to BT

8.3 Broadband Premium and Infinity Premium

If the Trial Service is made available by BT after the end of the Trial Period and you have either Broadband Premium or Infinity Premium as your Enabling Service, you will continue to receive a broadband resilience service as part of your Broadband Premium or Infinity Premium.

Part C – Defined Terms

9. Defined Terms

In addition to the defined terms in the Trial General Terms, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the Trial General Terms, these defined terms will take precedence for the purposes of this Schedule). BT has repeated some definitions in this Schedule that are already defined in the Trial General Terms. This is to make it easier for you to find the definitions when reading this Schedule.

“4G Dongle” means a device which is plugged in to your BT Business Hub and if your broadband fails, will automatically switch over from your broadband to the BT 4G network and is classed as Purchased Equipment for the purposes of this Schedule.

“4G” means Long Term Evolutions (LTE) and is used for both voice and data services. You may only use 4G services when you are in range of a 4G base station.

“Broadband” is a broadband Service Option under the BT Business Broadband Schedule, with further details as set out at <https://business.bt.com/products/broadband/>.

“Broadband Premium” is a broadband Service Option under the BT Business Broadband Schedule, with further details as set out at <https://business.bt.com/products/broadband/>.

“Broadband Unlimited” is a broadband Service Option under the BT Business Broadband Schedule, with further details as set out at <https://business.bt.com/products/broadband/>.

“BT Business Broadband” means either Broadband, Broadband Premium, Broadband Unlimited, Infinity, Infinity Premium or Infinity Unlimited.

“BT Business Broadband Schedule” means a separate Schedule to the General Terms under which BT Business Broadband can be ordered.

“BT Business Hub” means a router supplied by BT that is compatible with the Service, which is Customer Equipment for the purposes of this Schedule.

“Content” means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.

“Customer Contact” means any individuals authorised to act on your behalf for Trial Service management matters.

“Customer Equipment” means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with the Trial Service.

“Enabling Service” has the meaning given in Paragraph 4.1.

“Feedback” means any input, including suggestions, ideas, comments, feedback, recommendations or other information provided by you, including but not limited to usability, bug reports, enhancement requests and test results, based on your evaluation and testing of the Trial Service or other BT’s products and services.

“General Terms” are the terms and conditions that apply to any service you buy from BT excluding any trial services.

“Incident” means an unplanned interruption to, or a reduction in the quality of, the Trial Service or particular element of the Trial Service.

“Infinity” is an infinity Service Option under the BT Business Broadband Schedule, with further details as set out at <https://business.bt.com/products/broadband/>.

“Infinity Premium” is an infinity Service Option under the BT Business Broadband Schedule, with further details as set out at <https://business.bt.com/products/broadband/>.

“Infinity Unlimited” is an infinity Service Option under the BT Business Broadband Schedule, with further details as set out at <https://business.bt.com/products/broadband/>.

“Service Desk” means the helpdesk that you will be able to contact to submit service requests, report Incidents and ask questions about the Trial Service.

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“**Service Management Boundary**” has the meaning given in Paragraph 3.1.

“**Trial Service Start Date**” means the date BT first makes the Trial Service available to you.

“**Trial General Terms**” means the Trial General Terms that this Schedule is attached to, or where not attached to this Schedule, can be found at www.bt.com/terms, and form part of the Contract.

“**Trial Period**” has the meaning given to it in Paragraph 6.1