



BT Cloud Contact Next Generation Schedule to the PSA

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A NOTE ON 'WE' AND 'YOU'

'We', 'us' and 'our' mean BT.

'You' and 'your' mean the Customer.

Phrases that refer to 'either', 'neither', 'each of us', 'both of us' or 'we both' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.

Part A – The Service

1 SERVICE SUMMARY

We will provide you with an IP-based contact centre application that is hosted on BT servers and allows you to interact with your customers using Telephony, Email and Instant Messaging, comprising:

- 1.1 the standard service components; and
- 1.2 any of the Service Options that are selected by you as set out in any applicable Order, (the "Service").

2 STANDARD SERVICE COMPONENTS

We will provide you with the following standard service components ("Standard Service Components") in accordance with the details set out in any applicable Order:

- 2.1 **BT Cloud Contact Platform:** access to the BT Cloud Contact Platform, which will allow any individual authorised by you responsible for administering Users ("Administrator") to:
 - 2.1.1 register and de-register users (Agents, Supervisors, Administrators) and their permissions;
 - 2.1.2 manage the configuration of individual Supervisors' and Agents' profiles including the Groups and Teams to which they belong, their recorded Skills and their access permissions to the BT OneDesktop;
 - 2.1.3 manage Groups, Queues, Release codes, Wrap-up codes and other configuration settings;
 - 2.1.4 access Voice Recordings and historical and real-time reporting on the Service; and
- 2.2 **BT OneDesktop:** access to the BT OneDesktop for Agents and Supervisors, according to their access permissions as managed by Administrators, which will allow:
 - 2.2.1 an Agent to take Inbound Communications and place Outbound Communications based on the Call Routing Strategies, which, for Telephony, will be in accordance with one of the following levels of Telephony quality, whichever is set out in the Order:
 - (a) Full Voice Quality: the full level of Telephony quality as detailed in the Order; or
 - (b) Compressed Voice Quality: a degraded level of Telephony quality as detailed in the Order; and
 - 2.2.2 a Supervisor to monitor Agents, access Voice Recordings and historical and real-time reporting on the Service;
- 2.3 **Designer Application:** access to the Designer Application and the FTP Server for Administrators, which will allow an Administrator to manage the ongoing configuration of Interactive Voice Response and Call Routing Strategies;
- 2.4 **Storage:** capability for storage of historical reports, Voice Recordings and CRM data from the BT OneDesktop in accordance with the storage limits set out in the Order; and
- 2.5 **User guides:** information for Users on how to use the Service.

3 SERVICE OPTIONS

We will provide to you any of the following options that are selected by you as set out in any applicable Order ("Service Options") and in accordance with the details set out in that Order:

- 3.1 **Voice Recording:** the ability to automatically or manually record Telephony calls ("Voice Recording");
- 3.2 **CRM Connector:** Software that enables the Service to integrate with third party CRM applications;
- 3.3 **WFM/WFO Connector:** Software that enables the Service to integrate with the 'BT Optimise Contact' service;
- 3.4 **Historical Report Analyst:** an application that allows the creation of reports based on a statistical data warehouse with OLAP Cube architecture;
- 3.5 **Bulk Download Tool:** allows you to enable authorised Users to view and schedule reports based on all on the FTP Server stored Inbound Communications and Outbound Communications;

- 3.6 **Smartphone Agent:** the ability for Agents to log in and control the BT OneDesktop Telephony options and Voice Recording capabilities using a smartphone, without accessing the BT OneDesktop.
- 3.7 **Phone Only Agents:** the ability for Agents to make and receive Telephony calls without accessing the BT OneDesktop;
- 3.8 **Preview Dialler:** an automated Outbound Communication Telephony dialling method that allows an Agent to view certain details of a Telephony call prior to that call being placed so that the Agent may elect not to proceed with the call (“**Preview Dialler**”);
- 3.9 **Predictive Dialler:** an automated Outbound Communication Telephony dialling method that dials several phone numbers and only passes the Telephony call to the Agent when contact is made in order to maximise the number of Agents (“**Predictive Dialler**”); and
- 3.10 **Professional Services:** any Professional Services in addition to the standard delivery of the Service provided by us in accordance with paragraph 9.1.

4 SERVICE MANAGEMENT BOUNDARY

- 4.1 We will provide and manage the Service as set out in Parts B and C of this Schedule and as set out in the Order up to the demarcation points where your voice and data services (including any equipment managed or controlled by you) interconnects with:
 - (a) Voice Connectivity, the Gateway(s) used by the Service; and
 - (b) Data Connectivity, the BT Cloud Contact Firewall(s) used by the Service (“**Service Management Boundary**”).
- 4.2 We will have no responsibility for the Service outside the Service Management Boundary including but not limited to anything that is your responsibility as set out in paragraph 10.
- 4.3 We do not make any representations, whether express or implied, about the interoperability between the Service and any Customer Equipment.

5 ASSOCIATED SERVICES AND THIRD PARTIES

- 5.1 You will have the following services in place that will connect to the Service and are necessary for the Service to function and will ensure that these services meet the minimum technical requirements that we specify:
 - 5.1.1 a service supplied by us that enables inbound Telephony calls;
 - 5.1.2 a service supplied by us that enables outbound Telephony calls; and
 - 5.1.3 a service supplied by us or third party that enables data transport between the BT Cloud Contact platform and the Users,(each an “**Enabling Service**”).
- 5.2 If we provide you with any services other than the 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 and conditions.

6 SPECIFIC TERMS AND CONDITIONS

6.1 Minimum Period of Service

- 6.1.1 Unless one of us gives Notice to the other of an intention to terminate the Service at least 90 days’ before the end of the Minimum Period of Service or a Renewal Period (“**Notice of Non-Renewal**”), at the end of the Minimum Period of Service or any subsequent Renewal Period, the Service will automatically extend for the Renewal Period, and both of us will continue to perform each of our obligations in accordance with the Agreement.
- 6.1.2 In the event that one of us gives a Notice of Non-Renewal, we will cease delivering the Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.

6.2 Data Protection

The following provision replaces Clause 19.3 of the General Terms and Conditions in its entirety:

- 6.2.1 We may need to collect, Process and use Personal Data in order to:
 - (a) administer, track and fulfil Orders for a Service;
 - (b) deliver and commission the Service, either remotely or at the Sites;
 - (c) manage, track and resolve Incidents with the Service, either remotely or at the Sites;
 - (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 Agreement and resolve any disputes relating to it;
- (g) respond to general queries relating to the Service;
- (h) comply with our legal and regulatory obligations.

6.2.2 We will Process this Personal Data in accordance with applicable Data Protection Legislation. Our relevant policy, which forms part of the Agreement, also governs how we use your Personal Data and includes more details around what we can do with it, your rights and our obligations. You can access our privacy policy as set out at when you click the link labelled 'privacy' at

<http://home.bt.com/pages/navigation/privacypolicy.html>.

6.2.3 We may be required to share this Personal Data with BT Affiliates and other relevant parties, within or outside the country of origin, in order to carry out these activities, but in doing so, we will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Legislation.

6.2.4 We may, from time to time, contact the Customer Contact, or other network manager or procurement manager involved in the procurement or management of the Service, to provide additional information concerning the Service, or other related services, and if this information includes marketing materials, we will provide a mechanism for the recipient to elect not to receive such communications in the future.

6.2.5 You are responsible for complying with all requirements under applicable Data Protection Legislation and for ensuring that all criteria necessary for the provision of the Service by us (for example notifications, consents etc.) are fulfilled when sharing such Personal Data with us.

6.2.6 You will ensure that you disclose to us only the Personal Data that we require in order to perform the Service.

6.2.7 To the extent that, for the provision of the Service, we are required to Process Customer Personal Data on your behalf, we will:

- (a) Process the Customer Personal Data only on your instructions and to the extent necessary for the performance of this Agreement;
- (b) implement technical and organisational security measures appropriate to the risk represented by the Processing and the nature of the Customer Personal Data, to protect the Customer Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access;
- (c) not disclose Customer Personal Data to a third party save as is necessary for the performance of the Service, as otherwise provided under the Agreement, or as required by Applicable Law.

6.2.8 Notwithstanding any other provision in the Agreement, you agree that, for us to provide a Service, Customer Personal Data may be:

- (a) used, managed, accessed, transferred or held on a variety of systems, networks and facilities (including databases) worldwide;
- (b) provided or transferred by us to any BT Affiliate, subcontractor or supplier worldwide to the extent necessary to allow that BT Affiliate, subcontractor or supplier to perform its obligations in respect of the Service and you appoint us to perform any such transfer in order to provide the Services, provided that we take appropriate steps and enters into appropriate agreements with BT Affiliates, subcontractors or suppliers, as required, for such transfer to be adequately protected.

6.2.9 If relevant, you will ensure that you obtain and/or submit promptly any relevant regulatory approvals and/or notifications that you may be subject to under the Data Protection Legislation.

6.2.10 You agree that we, to the extent permitted by Applicable Law, will not be liable for any Claim arising out of or in connection with any action or omission by us, to the extent that such action or omission results from:

- (a) any failure by you to comply with this paragraph 6.2.10; or
- (b) us complying with any of your instructions,

and you will indemnify, hold harmless and defend us from and against any such Claim brought against us by any third party, including a Data Subject.

6.3 Access to Emergency Services

6.3.1 You acknowledge and agree that the Service does not provide the ability for Users to call the emergency services by dialling "999" or "112", nor does it provide caller location information.

6.4 Access to Internet

You agree that where the Service provides access to the Internet, the use of the Internet is at your own risk.

7 CONCURRENT AGENTS AND CALL VOLUMES

- 7.1 We will provide, for your own use, capacity for:
 - 7.1.1 in the first Call Capacity Period, the volume of Concurrent Agents set out in the Order;
 - 7.1.2 in each subsequent Call Capacity Period:
 - (a) the volume of Concurrent Agents set out in the Order; or
 - (b) if a forecast is provided by you for that Call Capacity Period as set out in paragraph 7.2, the volume of Concurrent Agents set out in the forecast, provided that any increase in capacity from the previous Call Capacity Period is no more than 400 Agents; and
 - 7.1.3 the value in the ‘additional leeway capacity’ column of the table below that corresponds with the volume of Concurrent Agents in paragraph 7.1.1 or 7.1.2, as applicable; and

Volume of Concurrent Agents	Additional leeway capacity
0 – 100	30
101 - 300	60
301 - 500	80
500+	100

- 7.1.4 the value in the ‘additional leeway capacity’ column of the table below, provided that you provide to us the applicable required prior notice.

Required prior notice to BT	Additional leeway capacity
30 days	Up to 120
60 days	120 - 200
90 days	200 - 400

(“Allowed Capacity”).

- 7.2 If at any time during a Call Capacity Period, the volume of Concurrent Agents exceeds the Allowed Capacity, you will, at the end of that Call Capacity Period, provide us with a written forecast of the capacity of Concurrent Agents required in the following Call Capacity Period.
- 7.3 If you do not use all of the Allowed Capacity in any Call Capacity Period, we may reduce the Allowed Capacity in the following Call Capacity Period.
- 7.4 You may allow 20 per cent of the total number of Telephony calls concurrently being handled by Agents at any one time to be placed in a Queue on hold (“Queued Call Cap”).
- 7.5 You will pay additional Charges as set out in the Order for any Telephony calls exceeding the Queued Call Cap.
- 7.6 We may de-register any Agent from using the Service if that Agent:
 - 7.6.1 does not log on to the BT OneDesktop within the first Call Capacity Period; or
 - 7.6.2 does not log on to the BT OneDesktop for any continuous period of six months following the first Call Capacity Period.

8 SERVICE EXCLUSIONS

- 8.1 We do not support VOIP calls and will not accept a report of an Incident in respect of VOIP calls.
- 8.2 We are not responsible for notifying the VOIP carrier of any Incidents.

Part B – Service Delivery and Management

9 OUR OBLIGATIONS

9.1 Service Delivery

Before the Operational Service Date and, where applicable, throughout the provision of the Service, we:

- 9.1.1 will provide to you contact details for the BT Service Desk that you will be able to contact to submit service requests, report Incidents and ask questions about the Service (“**Service Desk**”);
- 9.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and are notified to us in writing. We will not be liable if, as a result of any such compliance, we are in breach of any of our obligations under this Agreement;
- 9.1.3 will provide you with a date on which delivery of the Service (or each part of the Service, including to each Site) is due to start (“**Customer Committed Date**”) and will use commercially reasonable endeavours to meet any Customer Committed Date;
- 9.1.4 provide any Professional Services as selected by you in the Order to support provision of the Service for your use; and
- 9.1.5 provide you with the Start-Up Kit and credentials to access the BT Cloud Contact knowledge base.

9.2 Commissioning of the Service

Before the Operational Service Date, we will:

- 9.2.1 configure the Service;
- 9.2.2 conduct a series of standard tests on the Service to ensure that it is configured correctly;
- 9.2.3 connect the Service to each Enabling Service; and
- 9.2.4 on the date that we’ve completed the activities in this paragraph 9.2, confirm to you that the Service is available for performance of any Acceptance Tests as set out in paragraph 10.2.

9.3 During Operation

On and from the Operational Service Date, we:

- 9.3.1 will use reasonable endeavours to resolve Incidents reported to the Service Desk, provided that we will not provide support to you for, and you may not report any Incidents in relation to, any Telephony calls that you route over the Internet.
- 9.3.2 may carry out Planned Maintenance from time to time and will endeavour to inform you at least five Business Days before any Planned Maintenance on the BT Network and/or BT Equipment, however you agree that we may inform you with less notice than normal where emergency Planned Maintenance is required; and
- 9.3.3 may, in the event of a security breach affecting the Service, require you to change any or all of your passwords. We do not guarantee the security of the Service against unauthorised or unlawful access or use.

9.4 The End of the Service

On termination of the Service by either one of us, or expiry, we:

- 9.4.1 will provide configuration information relating to the Service provided in a format that we reasonably specify;
- 9.4.2 may disconnect and remove any BT Equipment located at the Sites;
- 9.4.3 may, following consultation with you, delete any Content; and
- 9.4.4 remove your accounts and associated data from the BT Cloud Contact Platform.

10 YOUR OBLIGATIONS

10.1 Service Delivery

Before the Operational Service Date and, where applicable, throughout the provision of the Service by us, you will:

- 10.1.1 provide us with the names and contact details of any individuals authorised to act on your behalf for Service management matters (“**Customer Contact**”), but we may also accept instructions from a person who we reasonably believe is acting with your authority;
- 10.1.2 provide us with any information reasonably required without undue delay;

- 10.1.3 provide us with access to any Sites during Business Hours, or as otherwise agreed, to enable us to set up, deliver and manage the Service;
 - 10.1.4 complete any preparation activities that we may request to enable you to receive the Services promptly and in accordance with any reasonable timescales;
 - 10.1.5 comply with, and ensure that your Users comply with the BT Acceptable Use Policy in the receipt and use of the Service(s);
 - 10.1.6 notify us in writing of any health and safety rules and regulations and security requirements that apply at a Site;
 - 10.1.7 in jurisdictions where an employer is legally required to make such disclosure to its employees and/or Users:
 - (a) inform your employees and Users that as part of the Service being delivered by us, we may monitor and report to you the use of any targeted applications by your employees and/or Users; and
 - (b) ensure that your employees and Users have consented or will be deemed to have consented to such monitoring and reporting (if such consent is legally required), agree that we will not be liable for any failure by you to comply with this instruction and indemnify us from and against any Claims or action brought by your employees or Users against us arising out of the delivery of Services by us.
 - 10.1.8 ensure that the LAN protocols, configurations and applications you use will be compatible with the Service, including, in the case of call delivery over MPLS, appropriate class of service configurations for voice;
 - 10.1.9 open permanently the required firewall ports as set out in the Start-Up Kit; and
 - 10.1.10 ensure that you comply with all other requirements and specifications as detailed in the Start-Up Kit.
- 10.2 Acceptance Tests**
- 10.2.1 After receiving notice from us under paragraph 9.2.4, you will promptly carry out the Acceptance Tests for the Service. The Service will be deemed to have been accepted if you have not:
 - (a) carried out the Acceptance Tests and confirmed acceptance in writing; or
 - (b) notified us in writing that the Service has not passed the Acceptance Tests,
 - (c) within five Business Days following notification under paragraph 9.2.4.
 - 10.2.2 Subject to paragraph 10.2.3, the Operational Service Date will be the earlier of the following:
 - (a) the date that you confirm acceptance of the Service in writing under paragraph 10.2.1(a); or
 - (b) the date following the fifth Business Day following notification under paragraph 9.2.4.
 - 10.2.3 In the event that the Acceptance Tests are not passed, we will remedy the non-conformance without undue delay and notify you that we've remedied the non-conformance, and inform you of the Operational Service Date.
- 10.3 Service Operation**
- On and from the Operational Service Date, you will:
- 10.3.1 ensure that any incidents are investigated and diagnosed by your internal helpdesk as being an incident relating to the Service, before reporting to the Service Desk;
 - 10.3.2 ensure that the Customer Contact at your internal helpdesk will take incident reports from Users and pass the relevant reports to the Service Desk using the reporting procedures agreed between both of us, and will be available for all subsequent Incident management communications;
 - 10.3.3 monitor and maintain any Customer Equipment connected to the Service or used in connection with the Service;
 - 10.3.4 ensure that any Customer Equipment that is connected to the Service or that you use, directly or indirectly, in relation to the Service is:
 - (a) connected using the applicable BT Network termination point, unless you have our permission to connect by another means and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment; and
 - (b) adequately protected against viruses and other beaches of security;
 - (c) technically compatible with the Service and will not harm or damage BT Equipment, the BT Network, or any of our supplier's or subcontractor's network or equipment; and
 - (d) approved and used in accordance with relevant instructions and Applicable Law;

- 10.3.5 immediately disconnect any Customer Equipment, or advise us to do so at your expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 10.3.6 manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;
- 10.3.7 immediately terminate access for any person who ceases to be an authorised User.
- 10.3.8 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and:
 - (a) inform us immediately if a user ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
 - (b) take all reasonable steps to prevent unauthorised access to the Service; and
 - (c) satisfy our security checks if a password is lost or forgotten.
- 10.3.9 if we request you to do so in order to ensure the security or integrity of the Service, change any or all passwords and/or other systems administration information used in connection with the Service;
- 10.3.10 ensure that you have appropriate measures in place to enable Users to call emergency services at all times;
- 10.3.11 ensure that your campaign and dialling parameters are tuned such that any Telephony calling results are compliant with the dialler rules set by the regulator of the country in which any call terminates;
- 10.3.12 provide us with, and inform us of any changes to, the Email address for a mailbox that can be accessed by all Users and to which we may send Service update information;
- 10.3.13 ensure that all Users are able to access and are using the latest version of the Service components in accordance with instructions notified to you by us from time to time; and
- 10.3.14 ensure that all your configurations comply with all other requirements and specifications as detailed in the latest version of the Start-Up Kit.

11 NOTIFICATION OF INCIDENTS

Where you become aware of an Incident:

- 11.1 the Customer Contact will report it to our Service Desk;
- 11.2 we will give you a unique reference number for the Incident ("**Ticket**");
- 11.3 we will inform you when we believe the Incident is cleared, and will close the Ticket when:
 - 11.3.1 you confirm that the Incident is cleared within 24 hours of being informed; or
 - 11.3.2 we have attempted unsuccessfully to contact you, in the way agreed between both of us, in relation to the Incident and you have not responded within 24 hours of our attempt to contact you.
- 11.4 If you confirm that the Incident is not cleared within 24 hours of being informed, the Ticket will remain open, and we will continue to endeavour to resolve the Incident and, where appropriate, we will continue to measure Availability Downtime, until the Ticket is closed as set out in paragraph 11.3.
- 11.5 Where we become aware of an Incident, paragraphs 11.2, 11.3 and 11.4 will apply.

12 INVOICING

- 12.1 We will invoice you for the Charges for the Service as set out in paragraph 12.2 in the amounts and currency specified in any Orders.
- 12.2 Unless stated otherwise in an applicable Order, we will invoice you for:
 - 12.2.1 Installation Charges, on the Operational Service Date;
 - 12.2.2 Recurring Charges and Usage Charges, monthly in arrears will be calculated on a daily basis for any period where Service is provided for less than one month; and
 - 12.2.3 any Termination Charges incurred in accordance with paragraph 12.3.6 upon termination of the relevant Service.
- 12.3 We may invoice you for any of the following Charges in addition to those set out in the Order:
 - 12.3.1 Charges for investigating Incidents that you report to us where we find no Incident or that the Incident is outside the Service Management Boundary;
 - 12.3.2 Charges for commissioning the Service as set out in paragraph 9.2 outside of Business Hours;

- 12.3.3 Charges for restoring Service if the Service has been suspended in accordance with Clause 6.6(a) of the General Terms and Conditions;
- 12.3.4 Charges for cancelling the Service in accordance with Clause 5 of the General Terms and Conditions;
- 12.3.5 Charges for expediting provision of the Service at your request after you have been informed of the Customer Committed Date; and
- 12.3.6 any other Charges set out in any applicable Order or as otherwise agreed between both of us.

13 CHARGES AT THE END OF THE AGREEMENT

If you exercise your right under Clause 12.1 of the General Terms and Conditions to terminate the Agreement or any Service for convenience, you will pay us:

- 13.1 all outstanding Charges for Service rendered;
- 13.2 De-installation Charges;
- 13.3 any remaining Charges outstanding with regard to BT Equipment or Purchased Equipment;
- 13.4 any other Charges set out in the Order; and
- 13.5 if you terminate during the Minimum Period of Service or any Renewal Period you will pay us:
 - 13.5.1 all charges incurred by BT from a supplier due to the early termination;
 - 13.5.2 for any parts of the Service that were terminated during the first 12 months of the Minimum Period of Service:
 - (a) Termination Charges, by way of compensation, equal to 100 per cent of the minimum volume commitment multiplied by the monthly Charge per User, each as set out in the Order, for any remaining months of the first 12 months of the Minimum Period of Service; and
 - (b) any waived Installation Charges; and
 - 13.5.3 for any parts of the Service that were terminated after the first 12 months of the Minimum Period of Service or during a Renewal Period, Termination Charges, by way of compensation, equal to 20 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or the Renewal Period.

14 SERVICE AMENDMENT

- 14.1 You may request, by giving us Notice, a change to:
 - 14.1.1 an Order for the Service (or part of an Order) at any time before the applicable Operational Service Date; or
 - 14.1.2 the Service at any time after the Operational Service Date.
- 14.2 If you exercise your right under paragraph 14.1, and except where a change results from our failure to comply with our obligations under the Agreement, we will, within a reasonable time, provide you with a written estimate, including:
 - 14.2.1 the likely time required to deliver the changed Service; and
 - 14.2.2 any changes to the Charges due to the changed Service.
- 14.3 We have no obligation to proceed with any change that you request under paragraph 14.1, unless and until we have both agreed in writing on the necessary changes to the Charges, implementation timetable and any other relevant terms of the Agreement to take account of the change.
- 14.4 If we change a Service prior to the Operational Service Date because you have given us incomplete or inaccurate information, we may, in our reasonable discretion, apply additional reasonable one-time and/or Recurring Charges.

15 IP ADDRESSES, DOMAIN NAMES AND TELEPHONE NUMBERS

- 15.1 Except for IP Addresses expressly registered in your name, all IP Addresses and Domain Names made available with the Service will at all times remain our property or the property of our suppliers and will be non-transferable. All of your rights to use such IP Addresses and/or Domain Names will cease on termination or expiration of the Service.
- 15.2 We cannot ensure that any requested Domain Name will be available from or approved for use by the Internet Registration Authorities and we have no liability for any failure in the Domain Name registration, transfer or renewal process.
- 15.3 You warrant that you are the owner of, or are authorised by the owner of the trade mark or name that you wish to use as a Domain Name.

- 15.4 You are responsible for all fees associated with registration and maintenance of your Domain Name, and will reimburse us for any and all fees that we pay to any Internet Registration Authorities, and thereafter be responsible for paying such fees directly to the relevant Internet Registration Authorities.
- 15.5 Telephone numbers made available with the Service will at all times remain our property and will be non-transferable, and all of your rights to use telephone numbers will cease on termination or expiration of the Service.

Part C – Defined Terms

16 DEFINED TERMS

In addition to the defined terms in the General Terms and Conditions, capitalised terms in this Schedule will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms and Conditions, these defined terms will take precedence for the purposes of this Schedule):

“Acceptance Tests” means those objective tests conducted by you, which, when passed confirm that you accept the Service and that the Service is ready for use save for any minor non-conformities, which will be resolved as an Incident as set out paragraph 9.3.1 and 9.3.2.

“Access Line” means a Circuit connecting a Site to the BT Network.

“Administrator” has the meaning given to it in paragraph 2.1.

“Agent” means a User of the Service that receives Inbound Communications and places Outbound Communications.

“Allowed Capacity” has the meaning given in paragraph 7.1.

“Availability” means the period of time when the Service is functioning.

“BT Acceptable Use Policy” means the applicable policy found at www.bt.com/acceptableuse that sets out the rules with which the Customer and its Users are required to comply in relation to receipt and use of the Service(s).

“BT Cloud Contact Platform” means a set of computer programs, servers and Firewalls hosted in BT Data Centres that allows you to access the Service.

“BT Cloud Contact Firewall” means the firewall used to protect the BT Cloud Contact Platform against undesirable access.

“BT Data Centre” means a location owned or occupied by BT where BT Equipment is used to host data.

“BT Equipment” means any equipment, including any Software, owned by or licensed to BT that is located at a Site for the provision of a Service.

“BT Network” means the communications network owned or leased by us and used to provide the Service.

“BT OneDesktop” means the graphical user interface that can be accessed by Agents and Supervisors.

“Business Hours” means between the hours of 0800 and 1700 in a Business Day.

“Call Capacity Period” means any period of three consecutive months, the first beginning on the Operational Service Date and each subsequent period beginning on the date after the previous period ends.

“Call Routing Strategies” means the planned routes as may be agreed from time to time between the Parties for Incoming Communications and, if selected by the Customer as set out in the Order, any Predictive Dialler or Preview Dialler Outbound Communications, to Agents based on information received by the Configuration Manager.

“Campaign” means a list of telephone numbers that are dialled based on certain Dialling Parameters and in case of predictive dialling on complex algorithms to predict the number of calls to make.

“Circuit” means any line, conductor, or other conduit between two terminals by which information is transmitted, and that is provided as part of the Service.

“Claim” means any legal claims, actions or proceedings against either of the Parties, whether threatened or actual.

“Concurrent Agents” means all Agents concurrently logged in to the Service at any one time.

“Configuration Manager” means a server that receives and retains data regarding Agents, Groups, Queues, Skills, Teams, Events, Call Routing Strategies and any Inbound Communication network connections.

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

“Contracted Maintenance Hours” means the times during which we will provide maintenance for BT Equipment, which will be Business Hours unless specified otherwise in the Order.

“Customer Committed Date” has the meaning given in paragraph 9.1.3.

“Customer Contact” has the meaning given in paragraph 10.1.1.

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

“Customer Personal Data” means only the proportion of Personal Data of which only you are the Data Controller and which we need to Process on your behalf, as a Data Processor in providing Services to you under the Agreement.

“Customer Relationship Management” or **“CRM”** means a software application that manages customer data and customer interactions.

“Customer Requirements Form” means the form that sets out the requirements for the Service agreed between the both of us.

“DAP” means Delivered at Place as defined in Incoterms® 2010.

“Data Connectivity” means the ability to send and receive data over the Internet.

“Data Controller”, **“Data Processor”** and **“Data Subject”** each has the meaning given to it in the Data Protection Legislation.

“Data Protection Legislation” means the Applicable Laws and regulations relating to the Processing of Personal Data, that may exist in the relevant jurisdictions.

“Designer Application” means a graphical tool for design and deployment of the Call Routing Strategies on the BT Cloud Contact Platform.

“De-installation Charges” means the charges payable by you on de-installation of the Service that will be equal to the then current rates for Installation Charges on the date of de-installation.

“Dialling Parameters” means the parameters the Customer can set like Telephony resources, call progress analysis, call routing, retry options, etc. to run a Campaign.

“Domain Name” means a readable name on an Internet page that is linked to a numeric IP Address.

“EFTA” means European Free Trade Association.

“Electronic Mail” or **“Email”** means the method of exchanging digital messages from an author to one or more recipients.

“Enabling Service” has the meaning given in paragraph 5.1.

“EU” means European Union.

“Events” means any events that occur within the BT Cloud Contact Platform, such as when a Telephony call is started or terminated, that may trigger, or be triggered by, other events in accordance with the applicable Call Routing Strategy.

“FTP Server” means a server located at a BT Data Centre that contains the Customer’s databases that can be accessed by the Customer to upload and download data relating to the Service.

“Gateway” means the demarcation device at the BT Data Centres between the Service and the BT Telephony networks.

“General Terms and Conditions” means clauses 1 to 19 of the Products and Services Agreement.

“Group” means a grouping of Agents working in the same area of expertise that receives Inbound Communications from the same Queues.

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

“Incoterms® 2010” means the International Commercial Terms, which are a series of pre-defined commercial terms published by the International Chamber of Commerce and are a trademark of the International Chamber of Commerce.

“Installation Charges” means those Charges set out in the Order in relation to installation of the Service and/or any Purchased Equipment, Customer Equipment and/or BT Equipment as applicable.

“Instant Messaging” means a type of online chat that offers real-time text transmission over the Internet.

“Integrated Services Digital Network” or **“ISDN”** means a set of communication standards for simultaneous digital transmission of voice, video, data, and other network services over the traditional circuits of the PSTN.

“Interactive Voice Response” means the use of pre-recorded voice prompts and menus to present information and options to any person making an Inbound Communication.

“Internet” means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

“Internet Protocol” or **“IP”** means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

“Internet Registration Authority” means an internationally recognised organisation that logs the registered owners of Domain Names and manages Domain Name registries for the country or international community that it represents.

“IP Address” means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.

“Local Area Network” or **“LAN”** means the infrastructure that enables the ability to transfer IP services within Sites (including data, voice and video conferencing services).

“Local Contracted Business Hours” means the times during which maintenance of any Access Line is provided, which will be Business Hours unless specified otherwise in the Order.

“Minimum Volume Commitment” means the minimum volume of Concurrent Agents as set out in the Order.

“Minimum Period of Service” means a period of 12 consecutive months beginning on the Operational Service Date, unless otherwise set out in an Order.

“Monthly Charges” means the monthly Recurring Charges for the Service and the sum of the Usage Charges for the three full previous months divided by three.

“MPLS” means multi-protocol label switching.

“Network Terminating Equipment” or **“NTE”** means the BT Equipment used to provide the Service, either at the point of connection between the BT Network and the Access Line, or provided at the Sites for connection to the Network Terminating Unit.

“**Network Terminating Unit**” or “**NTU**” means the socket where your wiring, equipment or existing qualifying data service is connected to the Access Line.

“**Notice**” means any notice to be given by one of the Parties to the other under the Agreement in accordance with Clause 16 of the General Terms and Conditions.

“**Notice of Non-Renewal**” has the meaning given in paragraph 6.1.1.

“**On-Line Analytical Processing Cube**” or “**OLAP Cube**” means a method of storing data in a multidimensional form for reporting purposes.

“**Outbound Communication**” means an outgoing call or message from the Service via Telephony, Email or Instant Messaging.

“**Personal Data**” has the meaning given to it in the Data Protection Legislation.

“**Predictive Dialler**” has the meaning given in paragraph 3.10.

“**Preview Dialler**” has the meaning given in paragraph 3.9.

“**Process**” and “**Processing**” have the meanings given to them in the Data Protection Legislation.

“**Professional Services**” means services provided by BT personnel in the delivery or management of the Service, which may include:

- (a) audit and testing of the Site for suitability for connection to the Service;
- (b) consultation with the Customer to capture the data required to implement configuration of the Service;
- (c) training personnel who are allocated by the Customer to train the Users on the Service; and
- (d) on-Site support for Users.

“**PSTN**” means Public Switched Telephone Network, which is the concentration of the world’s public circuit switched telephone networks.

“**Queues**” means a mechanism to manage a collection of Inbound Communications.

“**Recurring Charges**” means the Charges for the Service or applicable part of the Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in the Order.

“**Renewal Period**” means for each Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

“**Service**” has the meaning given in paragraph 1.

“**Service Desk**” has the meaning given in paragraph 9.1.1.

“**Service Management Boundary**” has the meaning given in paragraph 4.

“**Service Options**” has the meaning given in paragraph 3.

“**Site**” means a location at which the Service is provided.

“**Standard Service Components**” has the meaning given in paragraph 2.

“**Start-Up Kit**” means the documentation that is provided to the Customer prior to the Operational Service Date that details the minimum specifications required by the Customer for the Service to operate.

“**Supervisor**” means a User of the Service that, if authorised, may access reporting and Voice Recordings and monitor Agents.

“**Supervisor**” means a User of the Service that, if authorised, may access reporting and Voice Recordings and monitor Agents.

“**Team**” means a grouping Agents and or Supervisors for reporting purposes only.

“**Telephony**” means the electronic transmission of speech or other sound between points, with or without the use of wires.

“**Termination Charges**” means those Charges incurred in accordance with paragraph 13.

“**Territory**” means the country in which we’re registered.

“**Trouble Ticket**” has the meaning given in paragraph 11.2 and may also be known as a “**fault reference number**”.

“**Uniform Resource Locator**” or “**URL**” means a character string that points to a resource on an intranet or the Internet.

“**Usage Charges**” means the Charges for the Service that are calculated either:

- (a) If the ‘logged in’ charging method is selected by the Customer as set out in the Order, the total volume of logged in Agents during the month that exceed the Minimum Volume Commitment, multiplied by the unit Charge per Agent as set out in the Order; or
- (b) if the ‘concurrent’ charging method is selected by the Customer as set out in the Order, the highest volume of Concurrent Agents logged into the BT Cloud Contact Platform at any one time during the month, multiplied by the unit Charge per Agent as set out in the Order.

“**Voice Connectivity**” means the ability to have a voice conversation over a public Telephony or private network.

“**Voice-over-Internet Protocol**” or “**VOIP**” means delivery of voice and multimedia communications over Internet Protocol (IP) networks.

“**Voice Recording**” has the meaning given in paragraph 3.1.

“**Wide Area Network**” or “**WAN**” means the infrastructure that enables the transmission of data between Sites.