



BT Cloud Contact Next Generation Schedule to the General Terms

Contents

A note on 'you'	2
Part A – The Service	2
1 Service Summary	2
2 Standard Service Components	2
3 Service Options	2
4 Service Management Boundary	3
5 Associated Services and Third Parties	3
6 Specific Terms and Conditions	3
7 Concurrent Agents and Call Volumes	5
8 Service Exclusions	6
Part B – Service Delivery and Management	7
9 BT's Obligations	7
10 Your Obligations	7
11 Notification of Incidents	9
12 Invoicing	9
13 Charges at the end of the Contract	9
14 Service Amendment	10
15 IP Addresses, Domain Names and Telephone Numbers	10
Part C – Service Levels	11
16 Service Levels	11
Part D – Defined Terms	12
17 Defined Terms	12



A note on 'you'

'You' and 'your' mean the Customer.

Phrases that refer to 'either of us', 'either one of us', 'each of our', 'both of us' or 'one of us' 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

BT 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

BT 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 to be responsible for administering users ("**Administrator**") to:
 - 2.1.1 register and de-register users (Agents, Supervisors, Administrators), their permissions;
 - 2.1.2 manage the profile of each Supervisor and Agent including the Groups and Teams to which they belong;
 - 2.1.3 manage Queues, Release codes, Wrap-up codes and other configuration settings;
 - 2.1.4 manage any other activity that is provided as part of the Service;
- 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 (such as voice, voicemail, call-back email and chat) 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, as 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 on inbound voice calls, 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 **Administration:** access to all administration portals provided with the Service;
- 2.5 **Reporting:** access to historical and real time reporting portals;
- 2.6 **Storage:** capability for storage of historical reports, Voice Recordings and CRM data in accordance with the storage limits set out in the Order; and
- 2.7 **User Guides:** information for Users on how to use the Service.

3 Service Options

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

- 3.1 **Media:** further communication channels in addition to voice, email and chat such as social media;
- 3.2 **Voice Recording:** the ability to automatically or manually record Telephony calls ("**Voice Recording**");
- 3.3 **Integration:** Software and configurations that enables the Service to integrate with BT applications or third party applications such as CRM, Knowledge Management;
- 3.4 **WFM/WFO Connector:** Software that enables the Service to integrate with the 'BT Optimise Contact' service;



- 3.5 **Messenger Connector:** Software that acts as a connector between your chat end points (e.g., Facebook Messenger, Twitter, Skype for Business, SMS) and the Service. This Service Option is not suitable for exchange of confidential information;
- 3.6 **Historical Report Analyst:** an application that allows the creation of reports based on a statistical data warehouse.
- 3.7 **Bulk Download Tool:** a enables authorised users to view and schedule reports based on all on the BT Server stored inbound communications and outbound communications;
- 3.8 **Phone Only Agents:** the ability for Agents to make and receive Telephony calls without using the BT OneDesktop;
- 3.9 **Preview Dialler:** an automatic telephone dialling system that dials from a list of numbers. It presents the Agent contact information to be called and requires a response either to make or decline the call;
- 3.10 **Preview and Progressive Dialler:** an automated dialling system that presents contact information to the Agent prior to dialling the phone number. The Agent can be given a specific period of time to perform this review prior to the dialler automatically placing the call;
- 3.11 **Delivery Portal:** a self-service portal that enables management of certain functions including without limitation: managing users, uploading and activating prompts, flow changes and management of opening hours;
- 3.12 **Digital Self-services:** a chat application started on the web or smart phone (an app or chat bot) that allows customers to ask questions or request a transaction. It also allows the customer to escalate the chat to a live Agent.
- 3.13 **Agent Assist:** allows Agents to access a knowledge base and to receive automated suggestions for next actions;
- 3.14 **Resilience:** customer can request to implement several resilience options;
- 3.15 **Professional Services:** any Professional Services in addition to the standard delivery of the Service provided by BT in accordance with Paragraph 9.1.
- 3.16 **Bring Your Own Bot:** an API to integrate with third party cognitive services:
 - (a) http-based APIs for interfacing with third party voice cognitive services that convert voice-to-text and text to voice, and
 - (b) http-based APIs for connecting to third party bot frameworks.

4 Service Management Boundary

- 4.1 BT 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) interconnect with:
 - 4.1.1 in respect of Voice Connectivity, the Media Gateway(s) used by the Service;
 - 4.1.2 in respect of Data Connectivity, the BT Cloud Contact Firewall(s) used by the Service;
- 4.2 BT will have no responsibility for the Service outside each Service Management Boundary including but not limited to anything that is your responsibility as set out in Paragraph 10.
- 4.3 BT does 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 BT specifies:
 - 5.1.1 a service supplied by BT that enables inbound Telephony calls;
 - 5.1.2 a service supplied by BT that enables outbound Telephony calls;
 - 5.1.3 a service supplied by BT or third party that enables data transport between the BT Cloud Contact platform and the Users; and
 - 5.1.4 a service supplied by BT or third party that enables messaging services between Users on the BT Cloud Contact Platform and end users,(each an “**Enabling Service**”).
- 5.2 If BT provides 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 Contract.
- 6.1.2 If one of us gives a Notice of Non-Renewal, BT 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 Access to Emergency Services

- 6.2.1 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.
- 6.2.2 Except that where applicable laws require the Service to meet certain emergency access requirements the following terms shall apply:
 - (a) You must fulfil for the Service to be compliant with applicable emergency access rules;
 - (b) Your agents residing in the USA must use BT One Voice GSIP full PSTN service for making outbound calls;
 - (c) You must assign a personal phone number (a.k.a. DID = Direct Inward Dial or personal DNIS) to each of your BT Cloud Contact users in the USA for making outbound calls;
 - (d) BT will highlight your obligations in instructions provided to you. Failure to cooperate with BT's instructions may put you at risk for legal liability associated with non-compliance;
 - (e) You must provide and populate the end user's dispatchable address location information. Failure to do so will cause the emergency call to be routed to an operator which will trigger a charge that will be passed to you;
 - (f) Where you will be performing your own compliance with applicable emergency access rules, you will indemnify BT for any proceedings which may occur because of your failure to ensure compliance with laws relating to emergency service calling.
- 6.2.3 If the Service is used in conjunction with a third-party SIP service, you must provide BT with written confirmation that you or your SIP supplier will comply with all regulatory obligations applicable to the provision of PSTN and Voice over IP (VOIP) services.
- 6.2.4 If you use a third party SIP provider, you are responsible for ensuring that your voice service provider provides network 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 (which includes providers of PSTN services or PSTN-equivalent VoIP services) 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. For this paragraph 6.2 the applicable voice service provider shall include provider of PSTN service or PSTN-equivalent VoIP service.
- 6.2.5 By purchasing the Service from BT, you confirm and agree that:
 - (a) the Service may not offer all 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 your 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 automated 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;
 - (d) where you use the Service outside of your Users' normal locations, calls may not be connected to the domestic emergency services upon dialing the appropriate emergency number;
 - (e) where updated location information is required by local law for each VoIP extension or trunk in use, you or your Users must use relevant tools to 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 your or your user's responsibility to maintain the accuracy of their location address if there are any changes. If your service desk does not update BT with changes through the process defined by BT, 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



- (f) 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 to call back if CLI was not transmitted by your 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 or if the Service is not operational for any reason. Emergency operators and authorities may also not be able to hold the line open if Users disconnect the call;
- (g) it is your responsibility to inform all potential users of the Service of the above limitations and you understand and accept that the Users should always have an alternative means of accessing emergency services;
- (h) BT will not be liable for any failure by you to comply with this paragraph 6.2, and that you will be liable to BT for any Claims, losses, costs, or liabilities incurred or suffered by BT due to your failure to comply with this paragraph 6.2.
- (i) You shall indemnify, defend and hold BT, its directors, officers, employees, agents, consultants, contractors, subcontractors, or other representative of BT harmless from any and all claims arising out of Emergency Service calls – including claims of invasion of the right to privacy or confidentiality and any and all claims to extent arising out of any act or omission of you or any User caused or claimed to be caused by installation, operation, presence, condition, occasion or use of Emergency Services features or equipment.

6.3 Access to Internet

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

7 Concurrent Agents and Call Volumes

7.1 BT 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) the volume of Concurrent Agents set out in a forecast for that Call Capacity Period issued in accordance with Paragraph 7.2

PROVIDED ALWAYS THAT:

- (a) any increase in capacity from the previous Call Capacity Period is no more than 400 Agents; and
- (b) prior notice of the relevant forecast is provided to cloudcontact.product@bt.com as follows:

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

7.1.3 Notwithstanding Paragraph 7.1.2, you may request to cloudcontact.product@bt.com on less than 30 days' notice, additional capacity corresponding to the volume of Concurrent Agents provided to you under Paragraph 7.1.1 and 7.1.2 as follows:

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

The highest volume identified in paragraphs 7.1.1 to 7.1.3 per Call Capacity Period is referred to herein as the "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 BT 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 the Allowed Capacity in any Call Capacity Period, BT may reduce the Allowed Capacity in the following Call Capacity Period.



- 7.4 For the purposes of Paragraph 7.5 'Queue Cap' means the maximum number of calls which may be placed on hold or queued at the relevant time.
- 7.5 You have a Queue Cap of 20% of the total number of calls being handled simultaneously by Agents at the relevant time.
- 7.6 You will pay additional Charges as set out in the Order for any capacity used that exceeds the Queue Cap.
- 7.7 BT may de-register any Agent from using the Service if that Agent:
 - 7.7.1 does not log on to the BT OneDesktop within the first Call Capacity Period; or
 - 7.7.2 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 BT does not support VOIP calls and will not accept a report of an Incident in respect of VOIP calls.
- 8.2 BT is not responsible for notifying the VOIP carrier of any Incidents.



Part B – Service Delivery and Management

9 BT's Obligations

9.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service, BT:

- 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 BT in writing. BT will not be liable if, as a result of any such compliance, BT is in breach of any of BT's obligations under this Contract;
- 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 Service Start Date, BT 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 BT has 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 Service Start Date, BT:

- 9.3.1 will use reasonable endeavours to resolve Incidents reported to the Service Desk, if BT 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 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 BT may inform you with less notice than normal where emergency 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 your passwords. BT does 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, BT:

- 9.4.1 will provide configuration information relating to the Service provided in a format that BT reasonably specifies;
- 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 Service Start Date and, where applicable, throughout the provision of the Service by BT, you will:

- 10.1.1 provide BT with the names and contact details of any individuals authorised to act on your behalf for Service management matters ("**Customer Contact**"), but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 10.1.2 provide BT with any information reasonably required without undue delay;
- 10.1.3 provide BT with access to any Sites during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Service;



- 10.1.4 complete any preparation activities that BT may request to enable you to receive the Services promptly and in accordance with any reasonable timescales;
- 10.1.5 notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;
- 10.1.6 in jurisdictions where an employer is legally required to make such disclosure to its employees and/or Users;
- 10.1.7 inform your employees and Users that as part of the Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by your employees and/or Users; and
- 10.1.8 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 BT will not be liable for any failure by you to comply with this instruction and indemnify BT from and against any Claims or action brought by your employees or Users against BT arising out of the delivery of Services by BT.
- 10.1.9 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;
- 10.1.10 open permanently the required firewall ports as set out in the Start-Up Kit; and
- 10.1.11 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 BT 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 BT 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 Service Start 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 If the Acceptance Tests are not passed, BT will remedy the non-conformance without undue delay and notify you that BT has remedied the non-conformance and inform you of the Service Start Date.

10.3 Service Operation

On and from the Service Start 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 BT's 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 BT's 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 BT 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 BT 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 BT's security checks if a password is lost or forgotten.
- 10.3.9 if BT requests 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 comply with the provisions of any Software licences provided with or as part of the Service;
- 10.3.11 ensure that you have appropriate measures in place to enable Users to call emergency services at all times;
- 10.3.12 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;
- 10.3.13 provide BT with, and inform BT of any changes to, the Email address for a mailbox that can be accessed by all Users and to which BT may send Service update information;
- 10.3.14 ensure that all Users can access and are using the latest version of the Service components in accordance with instructions notified to you by BT from time to time; and
- 10.3.15 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 BT's Service Desk;
- 11.2 BT will give you a unique reference number for the Incident ("**Ticket**");
- 11.3 BT will inform you when BT believes 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 BT has 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 BT's 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 BT will continue to endeavour to resolve the Incident and, where appropriate, BT will continue to measure Availability Downtime, until the Ticket is closed as set out in Paragraph 11.3.
- 11.5 Where BT becomes aware of an Incident, Paragraphs 11.2, 11.3 and 11.4 will apply.

12 Invoicing

- 12.1 BT 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, BT will invoice you for:
- 12.2.1 Installation Charges, on the Service Start Date;
 - 12.2.2 Recurring Charges and Usage Charges, monthly in arrears will be calculated daily 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 BT 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 BT where BT finds 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 Paragraph 10.1.2 of the General Terms;
 - 12.3.4 Charges for cancelling the Service in accordance with Paragraph 16 of the General Terms;
 - 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 the BT Price List or as otherwise agreed between both of us.

13 Charges at the end of the Contract



If you exercise your right under Paragraph 17 of the General Terms to terminate the Contract or any Service for convenience, you will pay BT:

- 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 BT:
 - 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 BT Notice, a change to:
 - 14.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or
 - 14.1.2 the Service at any time after the Service Start Date.
- 14.2 If you exercise your right under Paragraph 14.1, and except where a change results from BT's failure to comply with BT's obligations under the Contract, BT 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 BT has no obligation to proceed with any change that you request under Paragraph 14.1, unless and until we both agree in writing on the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change.
- 14.4 If BT changes a Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, in BT's 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 always remain BT's property or the property of BT's suppliers and will be non-transferable. All your rights to use such IP Addresses and/or Domain Names will cease on termination or expiration of the Service.
- 15.2 BT cannot ensure that any requested Domain Name will be available from or approved for use by the Internet Registration Authorities and BT has 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 trademark 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 BT for all fees that BT pays 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 always remain BT's property and will be non-transferable, and all your rights to use telephone numbers will cease on termination or expiration of the Service.



Part C – Service Levels

16 Service Levels

16.1 Service levels do not apply to the Service.



Part D – Defined Terms

17 Defined Terms

In addition to the defined terms in the General Terms, 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, 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.

“API” means application programming interface.

“Availability” means the when the Service is functioning.

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

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

“Business Hours” means between the hours of 08:00 and 17:00 in a Business Day.

“Call Capacity Period” means any period of three consecutive months, the first beginning on the Service Start 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.

“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 BT will provide maintenance for BT Equipment, which will be Business Hours unless specified otherwise in the Order.

“CRM” means Customer Relationship Management.

“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 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.

“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.

“**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 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.

“**Maintenance**” means any work on the BT Network or Services, including to maintain, repair or improve the performance of the BT Network or Services.

“**Media Gateway**” means equipment that acts as a translation unit between disparate telecommunication networks.

“**Messaging Providers**” means providers such as Facebook, WhatsApp, WeChat, SMS.

“**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 Service Start 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 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.



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

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

“**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 Service Start 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 BT is 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 3.2.

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