

# BT Inbound Contact Global Schedule to the General Terms for Resellers

## A note on 'you'

'You' and 'your' mean the Reseller.

Phrases that refer to 'either of us', 'either one of us', 'each or our', 'both of us' or 'one of us' mean one or both of BT and the Reseller, whichever makes sense in the context of the sentence.

#### Words defined in the General Terms for Resellers

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

## Part A - The Service

### 1 Service Summary

BT will provide you with the Inbound Contact Global Service for you to resell to Customers, 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 "Inbound Contact Global Service").

- 1.3 The Service is a global Virtual Private Network service that allows telephone calls to be carried between an Inbound Node and your Customers' call centre(s). The Service has centralised intelligent routing capabilities that enable you to link call centres in different countries and provide Callers with a consistent, resilient and flexible service. The Service enables your Customers to customise their call centre networks using different routing options and features at each Site, to create Virtual Private Networks, and to manage incoming calls.
- 1.4 The Service carries telephone calls on the BT Network between the Inbound and Outbound Nodes and from the Outbound Nodes to Customer Site(s) via the Delivery Method specified in the Routing Plan. BT will provide you with telephone numbers located at or delivered to an Inbound Node. Callers to these numbers will be connected to the call centre specified in the Routing Plan.
- 1.5 You acknowledge and agree that by entering into this Service Schedule, BT does not warrant that the Inbound Contact Global (Reseller) Service ("the Service") will be available in each jurisdiction where you may require the Service. BT commits to providing a Service in a particular jurisdiction only where an Order for that Service is signed between you and BT and all necessary documentation has been provided, completed and accepted.

## 2 Standard Service Components

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

#### 2.1 Access Line

BT will arrange for the Site(s) to be connected to an Inbound Node on the BT Network using the type of Access Line set out in the Order, or BT's agent may do this on BT's behalf. The Access Line option(s) available at a Site may vary according to the location of the Site.

### 2.2 Call Screening

The Service will screen calls according to your Customers' requirements based on:

- 2.2.1 The Caller's Service Number, if available; and
- 2.2.2 The Caller's Authorisation Codes.

#### 2.3 Call Routing

The Service will route calls according to your Customers' requirements based on:

- 2.3.1 Geographic Routing;
- 2.3.2 PIN Routing;

## (BT)

## **BT Inbound Contact Global Schedule**

- 2.3.3 Time dependent routing, which has three features in a fixed hierarchy as follows:
  - (a) Holiday routing, which defines routing by a specific calendar day(s);
  - (b) Day of week routing, which defines routing for each day of the week; and
  - (c) Time interval routing which routes calls to different call centres based on the time of day of the incoming call;`
- 2.3.4 Load balancing which distributes calls to multiple call centres based on:
  - (a) Call distribution/percentage allocation; and
  - (b) Uniform load distribution/maximum calls allowed.

and;

2.3.5 Quick menu routing and mid call announcements that route calls to pre-defined end points depending on Caller interaction.

## 2.4 Traffic Congestion Control

The traffic congestion control capabilities of the Service will deliver calls using the following features:

- 2.4.1 Dialled Number Identification Service ("**DNIS**") that enables your Customers to specify which digits are delivered to an Access Line for more effective management of calls. For example, ensuring that a call is answered in the correct language queue. DNIS routing will be supported on Dedicated Access Lines, however, some functionality of DNIS can be replicated over PSTN using International Direct Dialling ("**IDD**") numbers, each pointing to a specific application, when requested in an Order;
- 2.4.2 An alternative termination for overflow calls may be specified by your Customers in the Routing Plan when their call centre cannot handle the volume of incoming calls. This may be referred to as an "Overflow";
- 2.4.3 Calling Line Identity ("**CLI**") is available in some locations, if your Customers have ordered Access Line(s) as the Delivery Method; and
- 2.4.4 The queuing feature that allows calls to be held for a period of time before forwarding to an available agent.

## 2.5 Service Numbers

BT will provide the following Service Number types. Not all Service Number types are available in all locations.

- (a) Domestic Toll Free
- (b) National Call Rate
- (c) Shared Cost
- (d) International Toll Free
- (e) Universal International Freephone Numbers ("UIFN")
- (f) Public Voice-over-Internet Protocol ("**VOIP**")

## 2.6 **Delivery Method**

- 2.6.1 Calls will be delivered to your Customers' call centre(s) or data centre(s) either by an Access Line or Switched Earess,
- 2.6.2 BT will determine whether regulation permits a call to be carried on the BT Network and terminated at the call centre based on the termination type, point-of-entry country code and termination country code.
- 2.6.3 Calls that cannot be terminated via a Dedicated Access Line for regulatory reasons will be blocked unless your Customers provide an alternative PSTN number to terminate the calls.

### 2.7 Routing Plans

- 2.7.1 BT will route calls in accordance with your Customers' Routing Plan, or, when requested by you in accordance with the Alternative Routing Plan.
- 2.7.2 In the event that the Routing Plan or the Alternative Routing Plan contravenes the terms set out in this Schedule, the User Guide or the Order, BT may choose not to implement the Routing Plan or Alternative Routing Plan, and/or to suspend the Services until such time as the contravention is removed.

## 3 Service Options

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

## 3.1 Call Traffic Reporter

BT will provide access to the Call Traffic Reporter.

## 3.2 Call Traffic Controller



- 3.2.1 Access to the Call Traffic Controller will be given by BT to up to five Users without incurring an additional Charge. You are responsible for any changes made to the Call Traffic Controller.
- 3.2.2 BT will provide you with the agreed level of access to the Call Traffic Controller. Certain levels of access will require the Users to be trained and certified in the use of the Call Traffic Controller prior to access being provided.

## 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 as follows:
  - 4.1.1 if an Access Line is used, between the Service Number and the Network Terminating Unit on the Access Line;
  - 4.1.2 if Switched Egress is used, between the Service Number and the interface with the PSTN on the Outbound Node.

## ("Service Management Boundary").

- 4.2 BT will have no responsibility for the Service outside the Service Management Boundary.
- 4.3 BT does not make any representations, whether express or implied, about the interoperability between the Service and any Customer Equipment.
- 4.4 BT is under no obligation to attempt to deliver calls to any destination not stated in the Routing Plan.
- 4.5 BT will not be responsible for the ability of you or your Customer's Callers to access the Service to enable delivery of calls to the Inbound Node.
- 4.7 For any Services delivered over Public VOIP:
  - 4.7.1 BT will not be responsible for your Customers' use of Public VOIP to access the Service;
  - 4.7.2 BT does not guarantee the quality of the Service provided by Public VOIP;
  - 4.7.3 BT will not be responsible for notifying the Public VOIP carrier of any Incidents.
  - 4.7.4 the Service Levels set out in Part C do not apply;
  - 4.7.5 BT will not resolve any Incidents of quality or connectivity for any Services delivered over Public VOIP, but BT will use commercially reasonable endeavours to troubleshoot connectivity issues between the Public VOIP carrier and the BT Network; and
  - 4.7.6 you will ensure that your Customers are aware that they are responsible for any ordering and maintenance of their Public VOIP access, including, as applicable, paying all fees associated with the Public VOIP access and setting up any required user profiles.

### 4.8 Regulatory Obligations

- 4.8.1 You will be responsible for compliance with Applicable Law and all regulatory requirements with respect to reselling of the Service (including local numbering requirements and numbering plans and with the laws and regulations aimed to protect end users and with the implementing rules in force from time to time) to your Customers in each jurisdiction BT provides the Service. Where required by Applicable Law or regulation or directed by the relevant competent authority in each relevant jurisdiction, you must be properly authorised by or duly registered within the relevant competent authority in the local jurisdiction to use the Service to provide service to your Customers. You undertake to keep the above registrations and authorisations valid and up-to-date for the entire term of the Service and to confirm to BT on request the validity of the authorisation titles. If BT or the relevant competent authorities find that the above provisions have been breached or that the rules applicable to the use of numbers and electronic communication services have been violated, you shall immediately terminate the service offer, otherwise BT shall be entitled to terminate this Schedule or relevant Order as appropriate with immediate effect.
- 4.8.2 Unless expressly authorised by BT in writing, your Customers may not onward resell the Service to third parties in any form or manner whatsoever. You will also be responsible for ensuring that the Services are not resold in countries or to Customers who are subject to any sanctions applicable to the provision of the Service. If BT or the relevant competent authorities find that this provision has been breached you shall immediately terminate the service offer otherwise BT shall be entitled to terminate this Schedule with immediate effect.
- 4.8.3 You will be responsible (i) for the correct identification of your Customers including correct location information, (ii) the proper collection and management of your contracts with your Customers (to which BT is not a party) including an appropriate complaints procedure, (iii) the proper and timely management of the requests made by Customers, all in compliance with Applicable Law and regulations, and (iv) compliance

## **BT Inbound Contact Global Schedule**

- with regulatory requirements in each relevant jurisdiction for the use of phone numbers and in particular, emergency call obligations, Freephone, revenue share numbers and number porting obligations.
- 4.8.4 You will provide and keep BT up to date with the name and geographic location of your Customers to enable BT to meet its regulatory and legislative obligations under Applicable Law. This includes BT's responsibilities around data retention, legal interception and numbering obligations.
- 4.8.5 Where required for each request for activation of the Service that requires the assignment of a BT number or number portability as applicable, you must ensure the your Customer will sign a delegation of authority to request BT to assign such numbers in the form required by BT as well as any other documentation required by the relevant competent authority. The relevant delegations of authority (and any supplementary documentation) shall: (i) be signed in their entirety by both you and the Customer as required; (ii) always be attached to the contract between you and the Customer; (iii) be stored by you and made available in original form, where applicable, upon BT's request.
- 4.8.6 Each of us will comply with Applicable Law relating to number porting including codes of practice or specific in-country requirements published by a Regulatory Body or other competent legal authority and will action number porting requests from its End Customers or other communications providers in accordance with its obligations under Appliable Law. BT will support the porting of Service Numbers where required by Applicable Law and technically possible. Where supported, you will provide BT with the retail Service Account Number for each number to allow the Customer to move these Service Numbers to another carrier if they choose to on termination of the Service. BT does not warrant that the Service Numbers provided can be ported to another carrier. BT is not liable for outages that may occur during the conversion of these Service Numbers from BT to another carrier.
- 4.8.7 You acknowledge and undertakes to fully inform your Customers that the Service does not provide the ability to call the emergency numbers nor does it provide caller information location.
- 4.8.8 In the event of intervention of a regulator or other competent authority in a local jurisdiction, you will provide the appropriate evidence to us in a timely manner to support the response to such an intervention. We will agree to work together to manage the updating of these requirements as appropriate from time to time.

#### 5 Associated Services and Third Parties

5.1 If BT provides any services other than the 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 Termination for Convenience

For the purposes of Clause 17 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate the Service or any Order by giving 90 days' Notice to the other.

#### 6.2 Minimum Period of Service

At the end of the Minimum Period of Service, unless one of us gives Notice to the other of an intention to terminate the Service in accordance with the Contract, BT will continue to provide the Service and both of us will continue to perform each of our obligations in accordance with the Contract.

- 6.2.1 BT may propose changes to this Schedule by giving you Notice at least 90 days prior to the end of the Minimum Period of Service ("**Notice to Amend**").
- 6.2.2 Within 21 days of any Notice to Amend, you will provide BT Notice:
  - agreeing to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period;
  - (b) requesting revisions to the changes BT proposed, in which case both of us will enter into good faith negotiations for the remainder of that Minimum Period of Service, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period; or
  - (c) terminating the Contract at the end of the Minimum Period of Service ("**Notice of Non-Renewal**").
- 6.2.3 If BT has not reached agreement in accordance with Paragraph **Error! Reference source not found.** by the end of the Minimum Period of Service or the Renewal Period, as applicable, the existing terms of this Schedule will apply from the beginning of the following Renewal Period unless either of us elects to give a Notice of Non-Renewal.

#### 6.3 Content



- 6.3.1 Where BT provides you with Content, you agree that, and, you will ensure that your Customers are aware and agree that:
  - (a) the use of Content is at your or your Customers' own risk;
  - (b) the Content may change from time to time;
  - (c) the Content will only be used for its own purposes and is protected by copyright, trademark, and other Intellectual Property Rights;
  - (d) you and your Customers will not copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the Content;
  - (e) BT will not guarantee the accuracy or completeness of the Content;
  - (f) you and your Customers comply with any applicable terms and conditions when accessing Content; and
  - (g) access to any Content provided on a subscription basis as part of the Service will cease when this Contract ends.
- 6.3.2 BT will have no obligation to store Content or any responsibility if stored Content is lost or deleted.
- 6.3.3 BT recommends that you and your Customers save copies of information you or your Customers wish to keep on other devices not connected with the Service.

### 6.4 Access Using the Internet

6.4.1 BT does not recommend the use of Public VOIP to access the Service where data or content is confidential in nature.

#### 6.5 **Service Numbers**

Any Service Number provided to you as part of the Service will not confer you with rights of ownership of any kind with regard to those Service Numbers. Where the Customer is afforded rights under Applicable Law, you and BT will be obliged to comply with Applicable Law.

## Part B - Service Delivery and Management

#### 7 BT's Obligations

#### 7.1 **Service Delivery**

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

- 7.1.1 will provide you with contact details for the helpdesk that you will be able to contact to submit service requests, report Incidents and ask questions about the Service ("Service Desk");
- 7.1.2 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;
- 7.1.3 will, where applicable, arrange for any surveys to be conducted to confirm the availability of a suitable Access Line to the Sites. If the surveys identify that additional engineering work is required in order to provide a suitable Access Line to the Sites, BT may provide a new quote to you, detailing the additional Charges you will need to pay for the engineering work to be completed and:
  - (a) if you accept the new quote, BT will cancel the existing Order to the affected Sites, will generate a new Order for the affected Sites and will arrange for the additional engineering works to be carried out; or
  - (b) if you do not accept the new quote, BT will cancel your existing Order for the provision of Service to the affected Sites and BT will have no obligation to provide the Service;
- 7.1.4 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 ("**Reseller Committed Date**") and will use commercially reasonable endeavours to meet any Reseller Committed Date;
- 7.1.5 will inform you if it is necessary for you to provide any input(s) in order for the Service to function; and
- 7.1.6 will be responsible for obtaining appropriate Service Numbers from a local telecommunications provider unless BT advises you otherwise. BT may withdraw such numbers from you on reasonable notice.

### 7.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 7.2.1 configure the Service;
- 7.2.2 conduct a series of standard tests on the Service to ensure that it is configured correctly;
- 7.2.3 provide Service Numbers, Access Lines (where required) and implement the Routing Plan; and
- 7.2.4 on the date that BT has completed the activities in this Paragraph Error! Reference source not found., confirm to you that the Service is available for performance of any Acceptance Tests as set out in Paragraph Error! Reference source not found..

#### 7.3 **During Operation**

On and from the Service Start Date, BT:

- 7.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Levels in Part C of the Contract if BT detects or if you report an Incident on the BT Network:
- 7.3.2 will work with the relevant supplier to restore Service as soon as practicable during Local Contracted Business Hours, or if you report an Incident on the Access Line;
- 7.3.3 will maintain a web portal and server to provide you and your Customers with online access to performance reports;
- 7.3.4 may carry out Maintenance from time to time and will endeavour to inform you:
  - (a) 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; or
  - (b) without undue delay for scheduled Access Line maintenance by a supplier;
- 7.3.5 may, in the event of a security breach affecting the Service, require you to and ensure that your Customers change any or all of your or their passwords. BT does not guarantee the security of the Service against unauthorised or unlawful access or use;
- 7.3.6 will make platform capacity available up to the level that you have committed to in the Order. If you require capacity in excess of the commitment level to meet peak demands, then BT will use reasonable endeavours to make capacity available, but do not commit to provide such capacity; and
- 7.3.7 will provide the capacity for the Access Lines stated in the Order in the event you order Access Lines from BT.

## BT Inbound Contact Global Schedule

#### 7.4 The End of the Service

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

- 7.4.1 will provide configuration information relating to the Service provided at the Sites in a format that BT reasonably specifies; and
- 7.4.2 will disconnect and remove any BT Equipment located at the Sites.

### 8 Your Obligations

#### 8.1 Service Delivery

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

- 8.1.1 provide BT with the names and contact details of any individuals authorised to act on your behalf for Service management matters ("**Reseller 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 ensure that your Customer provides BT with access to any Sites during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Service;
- 8.1.4 ensure that your Customers complete any preparation activities that BT may request to enable your Customers to receive the Services promptly and in accordance with any reasonable timescales;
- 8.1.5 notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;
- 8.1.6 in jurisdictions where an employer is legally required to make such disclosure to its employees and/or Users:
  - (a) inform employees and Users and ensure that your Customers inform their 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 or your Customers' employees and/or Users; and
  - (b) ensure that you and your Customers' 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 or your Customers to comply with this instruction and indemnify BT from and against any Claims or action brought by your, or your Customers' employees or Users against BT arising out of the delivery of Services by BT;
- 8.1.7 ensure that the LAN protocols and applications you or your Customers use will be compatible with the Service:
- 8.1.8 ensure that your Customers provide and maintain PSTN, ISDN or broadband lines at the Sites for exclusive use with the Service Your Customers will pay all charges related to provision and use of such lines and report any incidents in such lines directly to the supplier of the line;
- 8.1.9 ensure that your Customers provide all Public VOIP Access Numbers or Web Buttons;
- 8.1.10 ensure that your Customers order the platform capacity required to meet their business need; and

## 8.2 Acceptance Tests

- 8.2.1 After receiving notice from BT under Paragraph **Error! Reference source not found.**, 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, within five Business Days following notification under Paragraph Error! Reference source not found..
- 8.2.2 Subject to Paragraph **Error! Reference source not found.**, 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 **Error! Reference** source not found.; or
  - (b) the date following the fifth Business Day following notification under Paragraph **Error! Reference source not found.**.
- 8.2.3 In the event that 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.

## BT BT In

## **BT Inbound Contact Global Schedule**

#### 8.3 **Service Operation**

On and from the Service Start Date, you will:

- 8.3.1 report Incidents to the Reseller Contact and not to the Service Desk;
- 8.3.2 monitor and maintain any Customer Equipment connected to the Service or used in connection with the Service;
- 8.3.3 ensure that any Customer Equipment that is connected to the Service or used directly or indirectly, in relation to the Service is:
  - (a) connected 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;
- 8.3.4 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;
- 8.3.5 connect equipment to the Service only by using the NTE at the Sites;
- 8.3.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;
- 8.3.7 maintain a list of current Users and immediately terminate access for any person who ceases to be an Authorised User:
- 8.3.8 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:
  - 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;
- 8.3.9 if BT requests you or your Customers to do so in order to ensure the security or integrity of the Service, change any or all passwords, Authorisation Codes and/or other systems administration information used in connection with the Service;
- 8.3.10 ensure that the maximum number of Users that you authorise to access and use the Service ("**Authorised Users**") will not exceed the permitted number of User identities set out in the Order;
- 8.3.11 not allow any Authorised User subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual Authorised User, in which case you will ensure the prior Authorised User will no longer have any right to access or use the Service;
- 8.3.12 maintain a written, up to date list of current Authorised Users and provide such list to BT within five Business Days of BT's written request at any time;
- 8.3.13 inform BT within five working days if the number of Users increases by more than five per cent from the number of Users set out in the Order. In these circumstances, or if BT can demonstrate by management reports that the number of Users exceeds that limit, BT may increase the Charges proportionally;
- 8.3.14 be responsible for providing telephone service for a Site where the Delivery Method for a Site includes Switched Egress, and for any related charges;
- 8.3.15 follow BT's processes when you want an Alternative Routing Plan activated;
- 8.3.16 ensure that no content will be knowingly transmitted by you or a User using the Service containing any Harmful Code;
- 8.3.17 ensure that all Call Traffic Controller Users are trained in accordance with Paragraph 3.2.2;
- 8.3.18 be responsible for providing required Public VOIP information in accordance with BT's process;
- 8.3.19 ensure that no quick menu routing and mid call announcements will be used by you for terminating a call for any reason (including for emergency situations);
- 8.3.20 present all configurations and Routing Plans in Greenwich Mean Time ("GMT");
- 8.3.21 specify a specific Routing Plan for how incoming calls are handled and distributed to your Customers' call centre(s), and you will ensure that a routing feature will not be followed by the same feature (i.e., a day of the week routing strategy immediately followed by another day of the week routing strategy);
- 8.3.22 specify combinations of routing features or no features in the Routing Plan; and
- 8.3.23 specify an Alternative Routing Plan if one is required by you.

## 8.4 The End of the Service

## **BT Inbound Contact Global Schedule**

- 8.4.1 BT will provide a release document for Non-Geographic Numbers (normally; Toll Free, Shared Cost or National Call Rate Numbers) to allow you to move these numbers to another carrier if you choose to on termination of the Service.
- 8.4.2 BT will not be responsible if the numbers provided cannot be ported to another carrier as the decision to allow portability of Non-Geographic Numbers is made by the originating carrier.
- 8.4.3 BT will not be liable for outages that may occur during the porting of these numbers from BT to another carrier.

### 9 Notification of Incidents

Where you become aware of an Incident:

- 9.1 the Reseller Contact will report it to BT's Service Desk;
- 9.2 BT will give you a unique reference number for the Incident;
- 9.3 BT will inform you when BT believes the Incident is cleared, and will close the Incident when:
  - 9.3.1 you confirm that the Incident is cleared within 24 hours of being informed; or
  - 9.3.2 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.
- 9.4 If you confirm that the Incident is not cleared within 24 hours of being informed, the Incident 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 Incident is closed as set out in Paragraph Error! Reference source not found..

#### 10 Invoicing

- 10.1 BT will invoice you for the Charges for the Service as set out in Paragraph Error! Reference source not found. in the amounts and currency specified in any Orders.
- 10.2 Unless stated otherwise in an applicable Order, BT will invoice you for:
  - 10.2.1 Installation Charges, on the Service Start Date(s);
  - 10.2.2 Recurring Charges, except Usage Charges, monthly in advance on the first day of the relevant month (for any period where Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis);
  - 10.2.3 Usage Charges, monthly in arrears on the first day of the relevant month, calculated at the then current rates:
  - 10.2.4 De-installation Charges within 60 days of de-installation of the Service; and
  - 10.2.5 Any Termination Charges incurred in accordance with Paragraph **Error! Reference source not found.** upon termination of the relevant Service(s).
- 10.3 BT may invoice you for any of the following Charges in addition to those set out in the Order:
  - 10.3.1 Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is outside the Service Management Boundary;
  - 10.3.2 Charges for commissioning the Service as set out in Paragraph **Error! Reference source not found.** outside of Business Hours;
  - 10.3.3 Charges for restoring Service if the Service has been suspended in accordance with Clause 10.1.2 of the General Terms:
  - 10.3.4 Charges for cancelling the Service in accordance with Clause 17 of the General Terms;
  - 10.3.5 Charges for expediting provision of the Service at your request after you have been informed of the Reseller Committed Date;
  - 10.3.6 Charges for the provision of professional services, including application development, your special requests and/or training services;
  - 10.3.7 Charges for more than five configuration changes per Site per year;
  - 10.3.8 Charges for enabling more than five Users to access Call Traffic Controller; and
  - 10.3.9 any other Charges set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

## 11 Charges at the End of the Contract

- 11.1 If you exercise your right under Clause 17 of the General Terms to terminate the Contract or any Service for convenience, you will pay BT:
  - 11.1.1 all outstanding Charges for Service rendered;



- 11.1.2 De-installation Charges;
- 11.1.3 any remaining Charges outstanding with regard to BT Equipment or Purchased Equipment;
- 11.1.4 any other Charges set out in the Order; and
- 11.2 If you terminate during the Minimum Period of Service or any Renewal Period:
  - 11.2.1 for any parts of the Service that were terminated during the first 12 months of the Minimum Period of Service, Termination Charges, as compensation, equal to:

(a)

- (i) 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service; and
- (ii) 20 per cent of the Recurring Charges for the remaining months, other than the first 12 months, of the Minimum Period of Service; and
- (b) any waived Installation Charges; and
- 11.2.2 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, as compensation, equal to 20 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or the Renewal Period

#### 12 Service Amendment

- 12.1 You may request, by giving BT Notice, a change to:
  - 12.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or
  - 12.1.2 the Service at any time after the Service Start Date.
- 12.2 If you exercise your right under Paragraph **Error! Reference source not found.**, 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:
  - 12.2.1 the likely time required to deliver the changed Service; and
  - 12.2.2 any changes to the Charges due to the changed Service.
- 12.3 BT has no obligation to proceed with any change that you request under Paragraph Error! Reference source not found., unless and until BT has both agreed 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.
- 12.4 If BT changes a Service (or part of 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 Recurring Charges.

## 13 IP Addresses, Domain Names and Telephone Numbers

- 13.1 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 BT's property or the property of BT's 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
- 13.2 BT cannot ensure that any requested Domain Name will be available from or approved for use by the Internet Registration Authority and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.
- 13.3 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.
- 13.4 You are responsible for all fees associated with registration and maintenance of your Domain Name, and will reimburse BT for any and 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.
- 13.5 Telephone numbers made available with the Service will at all times remain BT's 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 - Service Levels

#### 14 On Time Delivery

#### 14.1 On Time Delivery Service Level

14.1.1 BT will deliver the Service on or before the Reseller Committed Date (the "**On Time Delivery Service Level**").

### 14.2 On Time Delivery Service Credits

- 14.2.1 If BT does not meet the On Time Delivery Service Level, you may claim On Time Delivery Service Credits for each day that after the Reseller Committed Date until the Service is delivered at the Site, as set out in this Paragraph Error! Reference source not found..
- 14.2.2 You may claim On Time Delivery Service Credits by reporting any failure to meet the On Time Delivery Service Level to the BT Service Desk in accordance with Paragraph **Error! Reference source not found.**.
- 14.2.3 On Time Delivery Service Credits are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charge for the affected Site or Circuit.
- 14.2.4 If both of us have agreed a revised Reseller Committed Date in writing, or if BT exercises BT's right to revise the Reseller Committed Date as set out in Paragraph Error! Reference source not found., the calculation of any On Time Delivery Service Credits will be made by reference to the revised Reseller Committed Date.

#### 14.3 Exceptions

- 14.3.1 If you request a change to the Service or any part of the Service, including, without limitation, any Purchased Equipment or any IP Address location, then BT may change the Reseller Committed Date to accommodate that change.
- 14.3.2 The On-Time Delivery Service Level does not apply to upgrades and/or changes to the Services, unless these require the installation of new components and have an agreed delivery date, in which case the Reseller Committed Date will be that agreed delivery date.
- 14.3.3 BT may expedite delivery of the Service for operational reasons or in response to a request from you, but this will not revise the Reseller Committed Date.
- 14.3.4 Where you do not provide the information required by BT, or comply with the provisioning rules and timescales provided by BT in writing, the On Time Delivery Service Level will not apply.

#### 15 Service Availability

## 15.1 Availability Service Level

- 15.1.1 From the Service Start Date, BT will provide the Service with a target availability corresponding to the applicable SLA Category for the Service as set out in the table in Paragraph Error! Reference source not found. below (the "Availability Service Level").
- 15.1.2 You may request Availability Service Credits for Qualifying Incidents at either:
  - (a) the Standard Availability Service Credit Rate, as set out in Paragraph Error! Reference source not found: or
  - (b) as applicable, the Elevated Availability Service Credit Rate, as set out in Paragraph Error!

    Reference source not found..

## 15.2 SLA Categories

15.2.1 The following table sets out the Availability Annual Targets, the Maximum Annual Availability Downtime, the Maximum Monthly Availability Downtime, the Standard Availability Service Credit Rate, the Elevated Availability Service Credit Rate and the Service Credit Interval for each SLA Category:

SLA Category	Availability Annual Target	Maximum Annual Availability Downtime	Maximum Monthly Availability Downtime	Standard Availability Service Credit Rate	Elevated Availability Service Credit Rate	Service Credit Interval
Cat A++	≥ 99.999%	5 minutes	0 minutes	4%	8%	5 min
Cat A+	≥ 99.99%	1 hour	0 minutes	4%	8%	15 min
Cat A1	≥ 99.97%	3 hours	0 minutes	4%	8%	1 hour
Cat A	≥ 99.95%	4 hours	0 minutes	4%	8%	1 hour
Cat B	≥ 99.90%	8 hours	1 hour	4%	8%	1 hour
Cat C	≥ 99.85%	13 hours	3 hours	4%	4%	1 hour
Cat D	≥ 99.80%	17 hours	5 hours	4%	4%	1 hour
Cat E	≥ 99.70%	26 hours	7 hours	4%	4%	1 hour
Cat F	≥ 99.50%	43 hours	9 hours	4%	4%	1 hour

SLA Category	Availability Annual Target	Maximum Annual Availability Downtime	Maximum Monthly Availability Downtime	Standard Availability Service Credit Rate	Elevated Availability Service Credit Rate	Service Credit Interval
Cat G	≥ 99.00%	87 hours	11 hours	4%	4%	1 hour
Cat H	≥ 98.00%	175 hours	13 hours	4%	4%	1 hour
Cat I	≥ 97.00%	262 hours	15 hours	4%	4%	1 hour

## 15.3 Availability Service Credits

- 15.3.1 If a Qualifying Incident occurs, BT will measure and record the Availability Downtime for the Site or Circuit starting from when you report a Qualifying Incident, and ending when BT closes the Incident in accordance with Paragraph Error! Reference source not found..
- 15.3.2 BT will measure the Availability Downtime in units of full minutes during the Local Contracted Business Hours for Access Line Incidents, and during the Contracted Maintenance Hours for BT Equipment Incidents.
- 15.3.3 Following the measurement taken in accordance with Paragraphs Error! Reference source not found. and Error! Reference source not found., BT will calculate the Cumulative Availability Downtime for the calendar months in which the Qualifying Incident occurred (the "Cumulative Monthly Availability Downtime") and for the previous 12 consecutive calendar months (the "Cumulative Annual Availability Downtime").
- 15.3.4 In the event that a Site or Circuit has been installed for less than 12 consecutive months, BT will apply an assumed Cumulative Annual Availability Downtime for the previous 12 consecutive months for that Site or Circuit using the Availability Downtime data recorded to date.
- 15.3.5 If the Cumulative Monthly Availability Downtime of the Site or Circuit exceeds the Maximum Monthly Availability Downtime, you may request Availability Service Credits at the Standard Availability Service Credit Rate for each stated Service Credit Interval above the Maximum Monthly Availability Downtime.
- 15.3.6 If the Cumulative Annual Availability Downtime of the Site or Circuit exceeds the Maximum Annual Availability Downtime, you may request Availability Service Credits for all further Qualifying Incidents at the Elevated Availability Service Credit Rate for each started Service Credit Interval above the Maximum Annual Availability Downtime up to and until the Cumulative Annual Availability Downtime by Service is less than the Maximum Annual Availability Downtime.
- 15.3.7 Availability Service Credits are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charges.

## 16 Resiliency Restoration

## 16.1 Resiliency Restoration Service Level

Where you have purchased a Resilient Service and experience loss of Service on any Resilient Component (which does not amount to a Severity Level 1 Incident), BT aims to restore Service to the affected Resilient Components within 24 hours of you reporting the Incident ("Resiliency Restoration Service Level") The Resiliency Restoration Service Level will not apply where there is a Qualifying Incident (in which case, the Availability Service Level will apply, in accordance with Paragraph Error! Reference source not found.).

## 16.2 Resiliency Restoration Service Credits

- 16.2.1 If the affected Resilient Components are not restored within 24 hours, you may request a Service Credit for each commenced hour in excess of the Resiliency Restoration Service Level ("Resiliency Restoration Service Credit").
- 16.2.2 Resiliency Restoration Service Credits are equal to 1 per cent of the total monthly Recurring Charges for the Resilient Service up to a maximum amount equal to 100 per cent of the monthly Recurring Charges.

## 17 Network Performance

## 17.1 Post Dial Delay

- 17.1.1 For any route(s) for On-net Calls (including the Access Lines that BT provides) or for the part of the call carried on the BT Network (including Access Line) for On-net to Off-net Calls ("Qualifying Route"), BT's target is for PDD to be five seconds or less.
- 17.1.2 If you experience PDD greater than five seconds on any Qualifying Route, you may report it to the BT Service Desk. BT will investigate the cause, and, if it is due to the BT Network, BT will resolve the fault as quickly as reasonably possible.
- 17.1.3 If either:
  - (a) the PDD persists for more than five Business Days; or
  - (b) you report three faults on the same Qualifying Route(s) in any month,

## **BT Inbound Contact Global Schedule**

and the faults are due to the BT Network, BT will give you a Service Credit of 2 per cent of the monthly Site Charges of the originating Site.

#### 17.2 Transmission Rate

- 17.2.1 For any Qualifying Route, BT's targets for Transmission Rates are 9.6 Kbits per second for Voice Band Data and 14.4 Kbits per second for fax. This is subject to the Customer Equipment being capable of transmitting at these rates.
- 17.2.2 If you experience lower Transmission Rates on any Qualifying Route(s), you may report it to BT using the fault reporting procedures outlined in Paragraph **Error! Reference source not found.**. BT will investigate the cause, and if it is due to the BT Network, BT will resolve the fault as quickly as reasonably possible.
- 17.2.3 If either:
  - (a) the low Transmission Rate persists for more than five Business Days; or
  - (b) you report three faults on the same Qualifying Route(s) in any month and the fault is due to the BT Network, then BT will give you a Service Credit of 2 per cent of the monthly Site Charges of the originating Site.

### 18 Requests for Service Credits

- 18.1 You may request applicable Service Credits within 28 days of the end of the calendar month in which an Incident occurred by providing details of the reason for the claim. Any failure by you to submit a request in accordance with this Paragraph Error! Reference source not found. will constitute a waiver of any claim for Service Credits in that calendar month.
- 18.2 Upon receipt of a valid request for Service Credits in accordance with Paragraph Error! Reference source not found.:
  - 18.2.1 BT will issue you with the applicable Service Credits by deducting those Service Credits from your invoice within two billing cycles of the request being received; and
  - 18.2.2 following expiry or termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Service Credits in a reasonable period of time.
- 18.3 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 18.4 The Service Levels under this Schedule will not apply:
  - 18.4.1 in the event that Clause 8 of the General Terms applies;
  - 18.4.2 during any trial period of the Service;
  - 18.4.3 to failures due to any Force Majeure Event;
  - 18.4.4 if you cause a delay or do not provide any requested information in accordance with any reasonable timescales BT tells you about;
  - 18.4.5 to the targets for PDD and the Transmission Rate if you have ordered compression on an Access Line;
  - 18.4.6 to the targets for PDD if you use Site location codes or have a variable dial plan;
  - 18.4.7 for any Services using Public VOIP;
  - 18.4.8 to any Incident not reported in accordance with Paragraph **Error! Reference source not found.** above; or
  - 18.4.9 if you have not complied with the Contract.

## Part D - Defined Terms

#### 19 Defined Terms

In addition to the defined terms in the General Terms for Resellers, 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 for Resellers, 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 Error! Reference source not found. and Error! Reference source not found.
- "Access Line" means a Circuit connecting a Site to the BT Network.
- "Alternative Routing Plan" means the temporary Routing Plan to be activated by BT upon request by you in the event of an emergency or a specific business event such as a marketing campaign.
- "**Application ID**" means an application identifier used to tag specific routing applications within the Reseller's Routing Plan.
- "Authorisation Code" means a set of dialled digits a Caller enters that validate a User's identity. If digits are incorrect or not entered, the call will be disconnected.
- "Authorised User" has the meaning given in Paragraph Error! Reference source not found..
- "Availability" means the period of time when the Service is functioning.
- "Availability Downtime" means the period of time during which a Qualifying Incident exists as measured by BT in accordance with Paragraph Error! Reference source not found..
- "Availability Service Credit" means the Service Credit calculated at the Standard Availability Service Credit Rate or at the Elevated Availability Service Credit Rate as applicable.
- "Availability Service Level" has the meaning given in in Paragraph Error! Reference source not found...
- "Business Hours" means between the hours of 0800 and 1700 in a Business Day.
- "Business User Interface" means the feature set out in Paragraph Error! Reference source not found...
- "Call Detail Report" means the report, which includes detailed analysis of individual calls.
- "Call Traffic Controller" means the web interface through which you can gain immediate control over Service applications (e.g., emergency plan activation, modification of Routing Plan parameters, and verification of your data).
- "Call Traffic Reporter" means the set of standard reports as set out in the User Guide and the Call Detail Report.
- "Caller" means the person calling your Customer.
- "Calling Line Identity" or "CLI" is the feature on the Service, which identifies the call number to the User.
- "Caller Pays" means the Caller will pay the PSTN call charges to connect to the Inbound Node.
- "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.
- "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.
- "Corporate ID" means a corporate identifier, which identifies you on BT's systems.
- "Cumulative Annual Availability Downtime" has the meaning given in Paragraph Error! Reference source not found..
- "Cumulative Monthly Availability Downtime" has the meaning given in Paragraph Error! Reference source not found
- "Customer" means any customer that you resell the Inbound Contact Global Service to.
- "Customer Equipment" means any equipment including any Purchased Equipment and any software, other than BT Equipment, used in connection with the Inbound Contact Global Service.
- "Dedicated Access Line" means an Access Line, which provides a direct access connection between a Site and the Outbound Node.
- "**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.
- "**Delivery Method**" means a logical link between the Outbound Node and the call centre, which may be an Access Line or Switched Egress.
- "Dialled Number Identification Service" or "DNIS" means the feature described in Paragraph 2.3.1 of this Schedule
- "Domain Name" means a readable name on an Internet page that is linked to a numeric IP Address.
- "Domestic Toll Free" means the method by which a Caller makes a voice call using a telephone number that is usually free to the Caller and which is normally connected to the Inbound Node in the originating country. (Calls may not be free for all Callers, such as calls from mobile telephones or hotels).

## **BT Inbound Contact Global Schedule**

- "Dual Tone Multi Frequency" or "DTMF" means a signal used by the telecommunication network to route telephone calls or pass along information.
- "Elevated Availability Service Credit Rate" means the applicable rate as set out in the table at Paragraph Error! Reference source not found. for the relevant SLA Category.
- "Geographic Routing" means routing configurations are defined based on a call's point of origin.
- "Greenwich Mean Time" or "GMT" means the standard time zone measured at the Royal Observatory in Greenwich, London.
- "Harmful Code" means any program, routine or device, which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any 'time bomb', virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door.
- "Inbound Node" means the Node where incoming calls access the BT Network.
- "**Incident**" means an unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.
- "**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.
- "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 recognition and Response" or "IVR" means a technology that usually prompts for the Caller to provide information either verbally or manually to enable routing of calls.
- "International Direct Dialling" or "IDD" means the method by which a Caller makes an international voice call by dialling the telephone number of a different country and connecting to the called party without involving an operator.
- "International Toll Free" means the method by which a Caller makes a voice call using a telephone number that is usually free to a Caller where the call is routed internationally before reaching the Inbound Node. (Calls may not be free for all Callers, such as calls from mobile phones or hotels).
- "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.
- "IVR" means interactive voice recognition and response.
- "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.
- "Maximum Annual Availability Downtime" has the meaning given in the table at Paragraph Error! Reference source not found. for the relevant SLA Category.
- "Maximum Monthly Availability Downtime" has the meaning given in the table at Paragraph Error! Reference source not found. for the relevant SLA Category.
- "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.
- "**National Call Rate Number**" means the Caller pays a portion of the PSTN call charges to connect to the Inbound Node.
- "**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.
- "Node" means the point where your equipment is connected to the BT Network.
- "Notice of Non-Renewal" has the meaning given in Paragraph Error! Reference source not found...
- "Notice to Amend" has the meaning given in Paragraph Error! Reference source not found...
- "Off-net Call" means a call, some or all of which is transported on the PSTN.
- "On-net Call" means a call that is routed between two Sites on the BT Network without using the PSTN at any point.
- "On Time Delivery Service Credits" means 4% of the Recurring Charges for the applicable Site, per day.
- "On Time Delivery Service Level" has the meaning given in Paragraph Error! Reference source not found...

## **BT Inbound Contact Global Schedule**

- "Outbound Node" means the Node that is connected to a Site by the Delivery Method.
- "Payment Card Industry" or "PCI" means security standards developed by the payment card industry (Visa, Mastercard, Amex, etc.) on handling consumer information.
- "PCI" means Payment Card Industry.
- "PIN Routing" means the feature that defines the outcome of a call based on the digits entered by a Caller. If no match is found, a call will go to a default outcome.
- "Planned Maintenance" means any Maintenance BT has planned to do in advance.
- "Post Dial Delay" or "PDD" means the feature as set out in Paragraph Error! Reference source not found..
- "PSTN" means Public Switched Telephone Network, which is the concentration of the world's public circuit switched telephone networks.
- "**Public VOIP**" means a consumer grade VOIP service primarily accessed by the Internet, which includes third party services such as Skype.
- "Public VOIP Access Number" means an Access Line number using Public VOIP.
- "Qualifying Incident" means a Severity Level 1 Incident, except where any of the following events have occurred:
  - (a) the Service has been modified or altered in any way by you, or by BT in accordance with your instructions;
  - (b) Planned Maintenance;
  - (c) you have performed any network configurations that BT did not approve;
  - (d) an Incident has been reported and BT cannot confirm that an Incident exists after performing tests; or
  - (e) you requested BT to test the Service at a time when no Incident has been detected and/or reported.
- "Qualifying Route" has the meaning given in Paragraph Error! Reference source not found...
- "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.
- "Reseller Committed Date" has the meaning given in Paragraph Error! Reference source not found..
- "Reseller Contact" has the meaning give in Paragraph 8.1.1.
- "Resiliency Restoration Service Credit" has the meaning given in Paragraph Error! Reference source not found...
- "Resiliency Restoration Service Level" has the meaning given in Paragraph Error! Reference source not found..
- "Resilient Component" means, with respect to a Resilient Service, any of the Access Lines, BT Equipment or Purchased Equipment.
- "Resilient Service" means a Service or part of a Service, as set out in the Order, where BT provides:
  - (a) Two or more Access Lines, to provide more resiliency;
  - (b) BT Equipment and/or Purchased Equipment; and
  - (c) Maintenance service 24 hours a day and seven days a week, including public holidays in respect of (a) and (b) above.
- "Routing Plan" means the plan that contains the preferred path or paths through the BT Network, the PSTN and the Delivery Method(s), via which a call may be delivered to your Customer's Site, and other routing parameters as agreed between both the parties.
- "Service" has the meaning given in Paragraph 1.
- "Service Credit Interval" means as set out in the table at Paragraph Error! Reference source not found. for the relevant SLA Category.
- "Service Desk" has the meaning given in Paragraph Error! Reference source not found...
- "Service Level" means each of the On Time Delivery Service Level, the Availability Service Level and the Resiliency Restoration Service Level.
- "Service Management Boundary" has the meaning given in Paragraph 4.1.
- "Service Number" means a telephone number which starts with a specific code that identifies the charging mechanism associated with that telephone number.
- "Service Options" has the meaning given in Paragraph 3.
- "Severity Level 1 Incident" means an Incident that cannot be circumvented and that constitutes a complete loss of Service at the Site or Circuit and in respect of a Resilient Service, excluding any loss of service of a Resilient Component where you still have access to the Service through the other back-up Resilient Component.
- "Shared Cost" means the Caller pays a portion of the PSTN call charges to connect to the Inbound Node.
- "Site" means a location at which the Service is provided.
- "Site Charges" means the costs associated with a location where Service is provided.
- "SLA Category" means the category, as set out in the Order that, in accordance with the table set out at Paragraph Error! Reference source not found., specifies the following in relation to the Service, Site or Circuit:
  - (d) Availability Annual Target;
  - (e) Maximum Annual Availability Downtime



- (f) Maximum Monthly Availability Downtime;
- (g) Standard Availability Service Credit Rate;
- (h) Elevated Availability Service Credit Rate; and
- (i) Service Credit Interval.
- "Standard Availability Service Credit Rate" means the applicable rate as set out in the table at Paragraph Error! Reference source not found. for the relevant SLA Category.
- "Standard Service Components" has the meaning given in Paragraph 2.
- "Switched Egress" means a link between the Outbound Node and a Site using the PSTN.
- "Termination Charges" means those Charges incurred in accordance with Paragraph Error! Reference source not found..
- "Toll Free Number" means a Service Number that is free of charge to the Caller.
- "Transmission Rate" means the speed of transmission of voice-band and fax signals.
- "Uniform Resource Locator" or "URL" means a character string that points to a resource on an intranet or the Internet.
- "Universal International Freephone Number" or "UIFN" means the method by which a Caller makes a voice call using a telephone number that is usually free to the Caller and which has the unique format + 800 xxxx xxxx. The voice call may be picked up at an Inbound Node in the originating country, or be routed internationally before reaching the BT Network (Calls may not be free for all Callers, such as calls from mobile phones or hotels).
- "**Usage Charges**" means the Charges for the Service or applicable part of the Service that are calculated by multiplying the volume of units that you used or incurred in a period (e.g. number of agents using the Service, or the number of minutes the Service was used for) with the relevant fee that is specified in the Order.
- "**User Guide**" means the document setting out the instructions and guidelines that BT will provide you in relation to using the Service.
- "Virtual Private Network" or "VPN" means a network that appears private to your Users while being provided over network infrastructure that is shared with other customers. Unless otherwise agreed in writing, your communications over your VPN is restricted to those Sites belonging to your VPN.
- "Voice Band Data" means one of the frequencies, within part of the audio range, which is used for the transmission of speech.
- "Voice-over-Internet Protocol" or "VOIP" means delivery of voice and multimedia communications over Internet Protocol (IP) networks.
- "Web Button" means a defined area on a web page that the user can click on to trigger a script.