



Cloud Contact Next Generation Service Schedule Part A – Service Terms

Section A Service Terms

1. SERVICE SUMMARY

- 1.1** BT's Cloud Contact Next Generation Service is an IP-based contact centre application that is hosted on BT servers within the BT cloud and allows the Customer to interact with its Customers using Telephony, Email and Instant Messaging. BT Cloud Contact Next Generation Service is based on unified contact centre technology, supporting voice and data over a single, converged IP network to enhance and extend contact centre capabilities. The Customer will be provided with an environment and data storage capabilities to control and manage its data.
- 1.2** BT will provide:
- 1.2.1** the standard components of the Service set out in Part B; and
 - 1.2.2** any optional components described in Part B and set out in any applicable Order, up to the point of the Service Management Boundary ("**Service**").
- 1.3** This Part A sets out the specific terms and conditions applicable to the Service, and Part B sets out the Service description and the terms relating to how BT manages the Service.
- 1.4** This Schedule will not apply for the provision of any other services provided by BT (including the Enabling Services) as such services will be governed by their separate terms and conditions

2. MAINTENANCE, CHANGES AND SUSPENSION TO THE SERVICE

- 2.1** BT may carry out Planned Maintenance on the Service from time to time. BT will inform the Customer at least seven (7) calendar days in advance.
- 2.2** BT may change the Service provided the performance and quality of the Service is not materially adversely affected. Prior to introducing any change to the Service, BT shall provide the Customer with as much notice as is reasonably practicable. Such changes may include:
- 2.2.1** introducing or removing features of the Service; or
 - 2.2.2** replacing the Service with a materially equivalent Service.
- 2.3** BT may occasionally suspend the Service in an event of emergency and/or to safeguard the integrity and security of its network and/or repair or enhance the performance of its network. Where possible, BT shall inform the Customer without undue delay in advance. Where it is not possible to inform the Customer in advance of restriction or suspension of any affected Service BT shall explain as soon as is reasonably practicable afterwards why such restriction or suspension was required.

Section B Customer Obligations and related Additional Terms

3. GENERAL CUSTOMER OBLIGATIONS

- 3.1** The Customer will:
- 3.1.1** provide BT with the names and contact details of the Customer contact;
 - 3.1.2** without undue delay provide BT with any information or assistance reasonably required by BT to enable it to comply with Applicable Law and perform its obligations hereunder with respect to the Service;
 - 3.1.3** use the Incident reporting procedures notified to Customer by BT, and ensure that the Customer operational contact is available for all subsequent Incident management communications;
 - 3.1.4** ensure that the Local Area Network (LAN) protocols, applications and equipment used by Customer are compatible with the Service;
 - 3.1.5** complete any preparation activities that BT may request to enable the Customer to receive the Service promptly and in accordance with any agreed timescales;

- 3.1.6** procure services that are needed to permit the Service to operate, including Enabling Services as defined in Part B, and ensure they meet the minimum technical requirements specified by BT;
- 3.1.7** where the Customer has provided its own or a third party Enabling Service, ensure and confirm to BT that the Enabling Service is working correctly before reporting Incidents to BT;
- 3.1.8** inform BT of any planned maintenance on any third party provided Enabling Service;
- 3.1.9** in jurisdictions where an employer is legally required to make a disclosure to its Users and employees in relation to the Service:
 - (a)** inform Users (individually or via local workers councils depending on Applicable Law) that as part of the Service being delivered by BT, BT may monitor and report the use of any targeted applications;
 - (b)** ensure that Users have consented or are deemed to have consented to such monitoring and reporting (where such consent is legally required); and
- 3.1.10** be responsible for its Content and that of its Users (including any Content hosted by the Customer or any User on behalf of third parties).

4. CUSTOMER EQUIPMENT AND SITE REQUIREMENTS

4.1 The Customer will:

- 4.1.1** provide BT with any information reasonably required, including any information in relation to health and safety and the environment, without undue delay, and the Customer will ensure that the information is accurate and complete;
- 4.1.2** monitor and maintain any Customer's equipment connected to the Service or used in connection with a Service;
- 4.1.3** ensure that any Customer equipment that is connected to the Service or that the Customer uses, directly or indirectly, in relation to the Service:
 - (a)** is adequately protected against viruses and other breaches of security;
 - (b)** will not harm or damage the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (c)** is approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer's equipment;
- 4.1.4** immediately disconnect any Customer's equipment, or advise BT to do so at the Customer's expense, where Customer's equipment:
 - (a)** does not meet any relevant instructions, standards or Applicable Law; or
 - (b)** contains or creates material that is in breach of the Acceptable Use Policy and the Customer is contacted by BT about such material,
 and redress the issues with the Customer's equipment prior to reconnection to the Service.
- 4.1.5** for Sites not under BT's control, get all the consents, licences, permissions and authorisations BT and the Customer need and keep them up to date so BT can provide the Service at the Sites, including for:
 - (a)** making alterations to buildings;
 - (b)** getting into property;
 - (c)** dealing with local authorities, landlords or owners;
 - (d)** installing equipment;
 - (e)** using the Service over the Customer's network or at a Site; and
- 4.1.6** provide BT, or third parties acting on BT's behalf, with access to any Site(s) during Business Hours, or as otherwise agreed in an Order or permitted, to enable BT or its third parties, to set up, deliver, manage, maintain and restore the Service.

5. SERVICE SPECIFIC SERVICE TERMS

5.1 The Customer is responsible for:

- 5.1.1** opening the required firewall ports as set out in the Start-Up Kit;



- 5.1.2 ensuring compliance with all other requirements and specifications as detailed in the Start-Up Kit.
- 5.1.3 providing the appropriate number of Agent workstations to the required specifications as notified by BT.
- 5.1.4 informing BT of any changes to the applications or underlying operating systems that may impact BT's delivery obligations.
- 5.1.5 complying with the provisions of any Software licences provided with or as part of the Service and maintaining compatibility with any upgrades to the Service
- 5.1.6 ensuring that 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;
- 5.1.7 providing BT with, and informing 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;
- 5.1.8 ensuring that all Agents are able to access and are using the latest version of the Service components in accordance with instructions notified by BT from time to time; and
- 5.1.9 ensuring that all the Customer's configurations comply with all other requirements and specifications as detailed in the latest version of the Start-Up Kit.

6. PASSWORDS, AUTHORISED USERS AND SECURITY

- 6.1 The Customer is responsible for the proper use of any User names, personal identification numbers and passwords or similar used in conjunction with the Service, and the Customer will take all necessary precautions to ensure that the foregoing are kept confidential, secure and not made available to unauthorised persons.
- 6.2 The Customer will distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service.
- 6.3 The Customer will promptly terminate access of any person who is no longer an authorised User.
- 6.4 The Customer will promptly inform BT if an User's 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.
- 6.5 The Customer will change any or all passwords or other systems administration information used in connection with the Service if BT asks Customer to do so in order to help safeguard ensure the security or integrity of the Service.
- 6.6 The Customer will not allow any specific User license to be used by more than one User unless it has been reassigned in its entirety to another User.

7. IP ADDRESSES, DOMAIN NAMES AND TELEPHONE NUMBERS

- 7.1 Except for IP Addresses and telephone numbers expressly registered in the Customer's name, all IP Addresses and Domain Names and telephone numbers (including any Service Numbers) made available by BT with the Service will at all times remain BT's ownership or the ownership of BT's suppliers and are non-transferable.
- 7.2 All the Customer's rights to use BT IP Addresses or BT Domain Names or telephone numbers will cease on termination or expiration of the Service.
- 7.3 The Customer warrants that they are the owner of, or are authorised by the owner of, the trade mark or name that the Customer wishes to use as Customer's Domain Name.
- 7.4 The Customer will pay all fees associated with registration and maintenance of the Customer's Domain Name, and will reimburse BT for any and all fees that BT pays to any applicable Regional Internet Registry, and thereafter pay such fees directly to the applicable Regional Internet Registry.

Section C Acceptable Use Policy

8. INTRODUCTION

- 8.1 The Customer acknowledges that it has read and agrees to be bound by and to ensure that any Users will comply with this Section C ("**Acceptable Use Policy**" or "**AUP**").

9. USE OF THE SERVICE



- 9.1** The Customer will not use the Service in breach of Applicable Law or in any way that is considered to be:
- 9.1.1** detrimental to any person or in a manner which violates or otherwise encroaches on the rights of others (including rights of privacy and free expression); and
 - 9.1.2** detrimental to the provision of services to the Customer or any other BT customer.
- 9.2** The Customer will not use the Service to intentionally take, or attempt to take, any action that could:
- 9.2.1** transfer files that are, contain or are made up of viruses, worms, trojans, distributed denial of service, any back door or time-bomb or other harmful programmes or software designed to violate the security of BT, any other person or company; or
 - 9.2.2** prevent, block or obstruct access to any programme installed on, or data saved in, any computer or damage or harm the operation of any of these programmes or the reliability or accuracy of any of this data.
- 9.3** Unless agreed in writing with BT:
- 9.3.1** the Customer will only use the Services for the commercial and business purposes for which they have been designed; and
 - 9.3.2** the Customer will not modify, amend, change, reconfigure or otherwise repurpose all or any part of the Services for uses other than those pursuant to paragraph 9.3.1 above.
- 9.4** If the customer chooses G7.29 (compressed voice quality) instead of G7.11 (full voice quality), BT cannot be held responsible for the voice quality.

10. USE OF MATERIALS

- 10.1** The Customer will not create, download, receive, store, send, publish, transmit, upload or otherwise distribute any material, including information, pictures, music, video or data, that is considered to be:
- 10.1.1** harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;
 - 10.1.2** promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;
 - 10.1.3** in breach of the intellectual property rights of BT or any other company or person, for example by using, distributing or copying protected or 'pirated' material without the express permission of the owner;
 - 10.1.4** in breach of the privacy or data protection rights of BT or any other person or company; or
 - 10.1.5** in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.
- 10.2** The Customer will ensure that all material that is derived from the machines or networks that it uses in connection with the Service is not in breach of this AUP.

11. SYSTEMS AND SECURITY

- 11.1** The Customer will not:
- 11.1.1** take any action that could:
 - (a)** damage, interfere with, weaken, destroy, disrupt, harm, violate, disable, overburden, overtake, compromise, hack into or otherwise adversely affect any computer system, network or the internet access of the BT Network or network of any other person or company; or
 - (b)** adversely affect or tamper with BT's security, the BT Network or any system or security network that belongs to any other person or company.
 - 11.1.2** access any computer system or network belonging to any person or company for any purpose without permission, including to probe, scan or test the security of a computer system or network or to monitor data traffic;
 - 11.1.3** connect the BT Network to machines, equipment or services that do not have adequate security protection or that are able to be used by others to carry out conduct that is not allowed by this AUP; or
 - 11.1.4** collect, take or harvest any information or data from any BT services, BT's system or network or attempt to undermine any of BT's servers or systems that run BT services.



Section D Compliance and Regulation

12. ACCESS TO EMERGENCY SERVICES

- 12.1** The Service does not provide for Outbound telephone calls. Therefore the Customer will need to contract for one of the BT available voice service (e.g. BT One Voice Global SIP Trunking – full PSTN replacement) in order to comply with the emergency access regulation as required by Applicable Laws.
- 12.2** With respect to the Service used in the United States:
- 12.2.1** The Customer is considered to be the manager or operator of its Multi Line Telephone System ("MLTS") and is responsible for the installation, management and operation of its MLTS, unless the Customer ordered specific compliance support from BT on additional terms applicable to such compliance support.
- 12.2.2** For Users residing in the United States, the Customer must provide and populate the 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 the Customer.

13. EXPORT OF CONTENT USING CLOUD SERVICES

- 13.1** The Service comprises of a cloud service that utilises software and technology that may be subject to export control laws of various countries. The Customer is solely responsible for any compliance related to the way the Customer uses the Service and the location the Service is used including access by Users to the Service and for the Customer's Content transferred or processed using the Service, including any publication of such Content.

14. PCI DSS COMPLIANCE OBLIGATIONS

- 14.1** In respect of PCI DSS compliance for the Service, the Customer is the merchant and responsible for assessing and maintaining PCI DSS compliance for its own business.
- 14.2** The Customer will be responsible for contacting their merchant acquirer to determine whether and how the Customer must validate any required PCI DSS compliance.
- 14.3** Where the Service forms part of the Customer's PCI DSS compliance, the Customer will ensure all other elements besides from the Service are PCI-DSS compliant. BT accepts no liability in respect of any recommendations BT recommends to the Customer.
- 14.4** If at any time during the provision of the Service, the Customer's card security practices are considered to be unacceptable, or if the Customer deems to be non-compliant with PCI DSS, BT reserves the right to refuse to provide the Service, or to suspend the Service (as applicable) until such practices are remedied.
- 14.5** If the Customer refuses to comply with BT's instructions in accordance as set out in the paragraph above, BT may terminate the Service for cause.
- 14.6** The Customer will indemnify BT for any Claims, losses, costs or liabilities that it incurs as a result of the Customer's failure to maintain PCI DSS compliance.

Section E Charges, Subscription Term and Termination

15. CHARGES

- 15.1** The Customer will pay the Charges for the Service and any optional features (including upgrades and re-configuration) as specified in the Order.
- 15.2** Services based on Usage Charges are calculated either:
- 15.2.1** If the 'logged in' charging method is selected by the Customer on 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
- 15.2.2** if the 'concurrent' charging method is selected by the Customer on 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.
- 15.3 Concurrent Agents and call volumes.**
- 15.3.1** BT will provide, for Customer's own use, capacity for:

- (a) in the first Call Capacity Period, the volume of Concurrent Agents set out in the Order;
- (b) in each subsequent Call Capacity Period:
 - (i) the volume of Concurrent Agents set out in the Order; or
 - (ii) if a forecast is provided by the Customer for that Call Capacity Period, the volume of Concurrent Agents set out in the forecast, provided that:
 - any increase in capacity from the previous Call Capacity Period is no more than 400 Agents; and
 - prior notice of the relevant forecast is provided to BT @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

- 15.3.2** Notwithstanding paragraph 15.3.1, the Customer may request additional capacity via BT @cloudcontact.product@bt.com on less than 30 days' notice corresponding to the volume of Concurrent Agents provided to the Customer as follows:

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

- 15.3.3** The highest volume identified per Call Capacity Period is referred to herein as the “**Allowed Capacity**”.
- 15.3.4** If at any time during a Call Capacity Period, the volume of Concurrent Agents exceeds the Allowed Capacity, the Customer 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.
- 15.3.5** If the Customer does not use all of the Allowed Capacity in any Call Capacity Period, BT may reduce the Allowed Capacity in the following Call Capacity Period.
- 15.3.6** The Customer will receive a Queue Cap of 20% of the total number of calls being handled simultaneously by Agents at the relevant time.
- 15.3.7** For any capacity used that exceeds the Queue Cap, additional Charges shall apply as set out in the Order.
- 15.3.8** BT may de-register any Agent from using the Service if that Agent:
- (a) does not log on to the BT OneDesktop within the first Call Capacity Period; or
 - (b) does not log on to the BT OneDesktop for any continuous period of six months following the first Call Capacity Period.

- 15.4** In addition to the Charges set out in the Order, the Customer may be liable for the following additional Charges:

- 15.4.1** Charges for (de-)commissioning the Service outside of Business Hours;
- 15.4.2** Charges for expediting provision of the Service at Customer's request after BT has informed Customer of the delivery date;
- 15.4.3** Charges for investigating Customer reported Incidents where BT finds no Incident or that the Incident is outside the Service Management Boundary;
- 15.4.4** Charges for restoring Service if the Service has been suspended by BT in accordance with the terms of the Governing Agreement; and
- 15.4.5** Charges per element re-configured after the Operational Service Date must be agreed and documented in a new Order.

16. SUBSCRIPTION TERM AND TERMINATION



16.1 The Order sets out any Subscription Term (also called "**Minimum Period of Service**") and applicable to the Service, as well as any associated Minimum Volume Commitments, invoicing terms and the termination Charges that are specific to the Service.

16.2 Unless otherwise agreed to the contrary, following the expiration of the Subscription Term, the Service shall continue unless and until terminated in accordance with the terms of the Governing Agreement referenced in the Order.

17. END OF SERVICE

17.1 On termination of the Service, the Customer will:

17.1.1 retrieve all Customer data from the Service;

17.1.2 provide BT with all assistance necessary to remotely decommission any applications supporting the Service; and

17.1.3 return to BT the software or intellectual property provided by BT and all copies of such.

17.2 On termination of the Service, BT will:

17.2.1 remove the Customer accounts and associated data from the BT Cloud Contact Platform;

17.2.2 provide any other required configuration information relating to the Service provided at the Site(s) in a format that BT reasonably specifies;

17.2.3 where permitted under applicable mandatory law, delete any Content, including stored logs or any configuration data relating to BT's management of the Service.

Section F Service Levels and Service Credits

18. INTRODUCTION

18.1 BT will use its reasonable endeavours to achieve the service levels ("**Service Levels**") applicable to the Service. If BT fails to achieve the Service Levels, the Customer may claim associated service credits ("**Service Credits**").

18.2 Service Levels only apply to events occurring within the Service Management Boundary.

18.3 Service Credit calculations and payments will be based on monthly recurring Site Charges, unless stated to the contrary in the Order.

19. SERVICE AVAILABILITY SERVICE LEVEL

19.1 The Service Level category ("**Service Level Category**") and the associated service availability metrics are set out in the table below.

Site Service Level Category	Annual Service Availability Target	Maximum Annual Service Downtime	Monthly Service Credit Allowance	Service Credit Interval
Cat A1	≥ 99.7%	3 hours	0 minutes	Per started hour

19.2 With reference to the table above, the Service Level Category has an Annual Service Availability Target which will be used to calculate service availability downtime ("**Service Downtime**"). Service Downtime only occurs in the event of a Priority 1 outage of the Service caused by a Qualifying Incident. BT will measure Service Downtime for each properly reported Qualifying Incident and will keep a record of cumulative Service Downtime, in units of full minutes, for each month and the SLA Year.

19.3 Service Downtime is measured from when a Qualifying Incident is opened on BT's incident management system and ends when BT clears the Qualifying Incident. The Customer will be given a trouble ticket number for each such reported Qualifying Incident. BT will inform the Customer when the Qualifying Incident is cleared, and will close the trouble ticket when either the Customer confirms within 20 minutes that the Qualifying Incident is cleared, or BT has attempted and failed to contact the Customer and the Customer does not respond within 20 minutes. If the Customer confirms that

the Qualifying Incident is not cleared within 20 minutes of being so informed, the trouble ticket will remain open, and the Service Downtime calculation will be so adjusted.

19.4 Service Downtime will be suspended outside of Business Hours, unless otherwise specified on the Order.

19.5 Service Availability Service Credits.

19.5.1 If for the Service Level Category, the cumulative Service Downtime in a month exceeds the Monthly Service Credit Allowance but does not exceed the Maximum Annual Service Downtime during any SLA Year, the Customer may claim standard Service Credits which will be capped at four (4) per cent of the monthly Site Charges for the Service at the affected Site(s), for each Service Credit Interval ("**Standard Service Credits**"); or

19.5.2 If for any Site Service Level Category, the cumulative Service Downtime in any SLA Year (or pro-rated portion of an SLA Year for Sites installed for less than an SLA Year) exceeds the Maximum Annual Service Downtime, the Monthly Service Credit Allowance will not apply until the Maximum Annual Service Downtime during an SLA Year is no longer exceeded and during such period the Customer may claim elevated Service Credits for each Service Credit Interval which will be capped at eight (8) percent of the monthly Site Charges for the Services at the affected Site ("**Elevated Service Credits**").

20. GENERAL SERVICE CREDIT EXCLUSIONS

20.1 Only measurements carried out by BT will be used in the calculation of Service Credits.

20.2 Service Levels and/or Service Downtime will be excluded:

20.2.1 where the acts or omissions of the Customer or any third party (excluding BT's suppliers) lead to BT not being able to provide all or part of this Service; e.g. the Customer does not provide access, delays providing access or denies permission for BT or its agents and third parties, acting on BT's behalf, to implement the Service or carry out necessary repairs to the Service;

20.2.2 if a third party Enabling Service is not connected or functioning, a fault on the Customer's network, the Customer's Equipment (including configuration) or on any third-party software or service not provided and/or managed by BT under the terms of this Schedule;

20.2.3 for any faults caused by the Customer's use or management of the Service;

20.2.4 if BT is awaiting information from the Customer or awaiting confirmation by the Customer that the Service has been restored;

20.2.5 for any Qualifying Incident not reported in accordance with the incident reporting procedures notified by BT to the Customer or where Priority 1 trouble tickets are opened erroneously;

20.2.6 for any cause beyond BT's reasonable control as set out in the Governing Agreement or this Schedule;

20.2.7 during any period of Planned Maintenance or agreed changes on the Service by BT unless the service outage time exceeds the time estimation communicated to the Customer;

20.2.8 during any period of maintenance by the Customer or its third party on Customer's equipment, third party software or third party services not provided and/or managed by BT under the terms of this Schedule;

20.2.9 during any trial period of the Service; and

20.2.10 if the Service is suspended due to Customer's breach of its obligations under the Governing Agreement.

21. GENERAL SERVICE CREDIT LIMITATIONS

21.1 Service Credits for all Service Levels will be aggregated and cannot exceed 100% of the cumulative monthly recurring Charges at any affected Site.

21.2 To qualify for Service Credits, and before any Service Credits can be applied, the Customer must make a claim within 25 days after the end of the month in which the Service underperformed or where a longer time period is required by mandatory local law then the shortest period that can be applied.

21.3 Service Credits will be :

21.3.1 paid by deduction from the Customer's invoice within two (2) billing cycles of a claim being received; or

21.3.2 following termination of the Service where no further invoices are due to be issued by BT, paid by BT within two (2) months of a claim being received.



Section G Data Protection

This section supplements the data provisions that may be set out in the Governing Agreement:

22. DURATION OF THE PROCESSING OF PERSONAL DATA

- 22.1** BT will Process the Customer Personal Data for the Service for as long as BT provides the Service and for as long as BT may be required to Process the Customer Personal Data in accordance with Applicable Laws.

23. THE NATURE AND PURPOSE OF THE PROCESSING OF PERSONAL DATA

- 23.1** The Service provides the Customer an environment and data storage capabilities to control and manage Personal Data whereby recordings of Users and Agent conversations can be made and stored by the Customer whereby any type of Personal Data could be captured as part of the Service provision or provided inadvertently by the User. However BT itself will not have access or process such Customer data.

24. TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS

- 24.1** The types of Customer Personal Data Processed by BT or its Sub-Processors or the Customer will be:

- 24.1.1** website or IP Address.
- 24.1.2** name;
- 24.1.3** address;
- 24.1.4** telephone number;
- 24.1.5** email address;
- 24.1.6** job title;
- 24.1.7** company name;
- 24.1.8** contact records;
- 24.1.9** usage records (call, internet or router logs);
- 24.1.10** identity management - user profiles;
- 24.1.11** call recordings; and
- 24.1.12** potentially any category of data (where the Customer is the data Controller).

This list is not exhaustive as the Customer will specify what Customer Personal Data is processed.

- 24.2** The Customer Personal Data will concern the following categories of Data Subjects:

- 24.2.1** Customer's end User; and
- 24.2.2** Customer's employees, directors and contractors.

This list is not exhaustive as the Customer will specify any other categories of Data Subjects.

Section H Defined Terms and Abbreviations

For the purposes of this Schedule defined terms and abbreviations shall have the meaning ascribed to them within the body of the Schedule or below:

"Acceptable Use Policy" means the policy as set out at Part A, Section C.

"Acceptance Tests" means those objective tests conducted by the Customer that when passed confirm that the Customer has accepted the Service and that the Service is ready for use save for any minor non-conformities that will be resolved as an Incident.

"Administrator" means any individual authorised by the Customer responsible for administering Users;

"Agent" means a User of the Service that receives Inbound communications and places Outbound communications.

"Allowed Capacity" has the meaning set out in paragraph 15.3 of this Part A.

"API" means application programming interface.

"Applicable Laws" shall have the meaning given to it in the Governing Agreement.



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

"BT One Voice Global SIP Trunking" means a BT voice service that offers the implementation of new number ranges or the porting of existing number ranges on the BT Cloud Contact platform for outbound and inbound telephone calls in a number of countries.

"Business Day" means generally accepted working days at the locality of the Site, excluding any national or bank holidays.

"Business Hours" means between the hours of 0800 and 1700 in a Business Day at the locality of the specific Site.

"BT Cloud Contact Firewall" means a set of hardware devices together with any associated software, designed to prevent unauthorised access to the BT Cloud Contact Platform.

"BT Cloud Contact Platform" means a set of computer programs, servers and firewalls hosted in BT Data Centres that allows the Customer to access the Service.

"BT Data Centre" means a BT location providing floor space and an environment for hosting computer and telecommunications equipment.

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

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

"Call Routing Strategies" means the planned routes as 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.

"Charges" means the applicable Charges for the Service as set out on the Order(s).

"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.

"Controller" shall have the meaning given to it in the GDPR.

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

"Customer Personal Data" means any Personal Data Processed as a Processor by BT in the context of providing the Services under this Governing Agreement.

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

"Data Subjects" shall have the meaning given to it in the GDPR.

"Domain Name" means a readable name on an internet page that is linked to a numeric IP Address.

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

"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.

"GDPR" means the General Data Protection Regulation (EU) 2016/679 ("EU GDPR") and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR as applicable to the Processing).

"Governing Agreement" means the general terms and conditions which govern this Schedule.

"Greenwich Mean Time" or **"GMT"** means the standard time zone measured at the Royal Observatory in Greenwich, London.

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



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

“Inbound” means incoming telephone calls from callers that are routed to the BT Cloud Contact Platform.

“Interactive Voice Response” or **“IVR”** 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.

“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).

“Messaging Providers” means providers such as Facebook, Whatsapp, WeChat, SMS and others.

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

“Microsoft Teams” means a proprietary business communication platform developed by Microsoft, as part of the Microsoft 365 family of products, offering workspace chat and videoconferencing, file storage, and application integration.

“Operational Service Date” means the date upon which the Service is made operationally available to the Customer at a Site and may be called the “Service Start Date” in some Governing Agreements.

“Order” means an Order that accompanies a Service Schedule for a new Service and contains the Parties agreement on Charges, rate card (where applicable) and any other relevant information related to the Service referred to in the Order.

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

“PCI DSS” means the Payment Card Industry Data Security Standards, a set of policies and procedures, issued by the PCI Security Standards Council LLC (as may be adopted by local regulators) and intended to optimise the security of credit and debit card transactions and protect cardholders against misuse of their personal information.

“PCI SSC” means Payment Card Industry Security Standards Council.

“Personal Data” shall have the meaning given to it in the GDPR.

“Planned Maintenance” means scheduled maintenance that is planned in advance.

“Preview and Progressive Dialler” means the facility that dials a list of telephone numbers and connects answered to Agents.

“Priority 1” means a Qualifying Incident which cannot be circumvented and which also constitutes a complete loss of the Service at the Site(s).

“Processing” and **“Processor”** shall have the meaning given to it in the GDPR.

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

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

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

“Qualifying Incident” means any Incident affecting the Service within the Service Management Boundary, with the exception of Incidents caused by:

- modifications or alterations to the Service made by Customer, or by BT in accordance with Customer’s instructions;
- Planned Maintenance;
- network configurations that BT did not approve;
- Incidents that have been reported but BT cannot confirm that an incident exists after performing tests; or
- Customer requests BT to test the Service at a time when no incident has been detected or reported



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

“Queue Cap” means the maximum number of calls which may be placed on hold or queued at the relevant time.

“Regional Internet Registry” means an organisation that manages the allocation and registration of internet number resources within a particular region of the world. Internet number resources include IP Addresses and autonomous system (AS) numbers.

“SLA Year” means the 8760 hours which starts on the Operational Service Date of each Site and ends 365 days later; thereafter the SLA Year will be the most recent twelve (12) months in which the Service is provided.

“SIP” means Session Initiation Protocol which is a technical standard used to initiate and terminate voice calls “sessions”.

“Site” means the physical Customer location to which the Service will be provided. Such Site may be Customer or third party owned.

“Sub-Processor” means a BT Affiliate or BT’s supplier or subcontractor that BT engages to Process Customer Personal Data for the purposes of this Governing Agreement.

“Subscription Term” means the term contracted for this Service as set out in the Order. In some Governing Agreements this may also be called “Minimum Period of Service”.

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

“Supervisor” means a User of the Service authorised by the Customer to 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.

“User” means any person who is permitted by the Customer to use or access a Service.

“User Guide” means the document setting out the instructions and guidelines that BT will provide the Customer in relation to using the Service.

“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 Part B.

Section I – Country Specific Provisions

In witness whereof, the Parties execute this document electronically, been effective from the date of the second signatory.

Customer [Include Complete Customer name]	BT Global ICT Business Spain, S.L.U.
Signed:	Signed:
(Authorised representative)	(Authorised representative)
(Name)	Paul Rhodes
Legal representative	Legal representative