BT Advanced Call Recording Service Schedule – PART A

Section A – Service Summary and Conditions of Use

1.   SERVICE SUMMARY

1.1   BT will provide the Customer with a right to access and use a cloud-based call recording and storage software-as-a-service (**SaaS**) solution ("**Dubber Cloud Recorder"**) with associated technical support, professional services and service management to use with their unified communication services, comprising:

1.1.1   the standard components of the Service set out in Part B; and

1.1.2   any optional components described in Part B and set out in any applicable Order,

up to the point of the Service Management Boundary ("**Service**").

1.2   This Part A sets out the specific terms and conditions applicable to the Service, and Part B sets out the service description and the service management specific terms for the Service.

1.3   Updates to the Service may be applied by the Supplier at any time.

1.4   This Schedule will not apply for the provision of any other services provided by BT (including any Enabling Services) as those services will be governed by their separate terms and conditions.

2.   CONDITIONS OF USE

2.1   The Customer will not:

2.1.1   license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than Users except for the Customer's internal business purposes as expressly permitted by the Agreement;

2.1.2   use the Service to Process data on behalf of any third party other than Users;

2.1.3   modify, adapt, or hack the Service or otherwise attempt to gain unauthorised access to the Service or related systems or networks;

2.1.4   use the Service in an unlawful manner, including but not limited to violation of any person's privacy rights;

2.1.5   use the Service to send unsolicited or unauthorised junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages;

2.1.6   use the Service to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's intellectual property rights;

2.1.7   use the Service in any manner that interferes with or disrupts the integrity or performance of the Service and/or its components;

2.1.8   attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any software making up the Service;

2.1.9   use the Service to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory;

2.1.10   use the Service to store files that are deemed by BT or our Suppliers to not be voice or video communication or derivatives thereof;

2.1.11   use the Service to knowingly post, transmit, upload, link to, send or store any malicious Software; or

2.1.12   use or attempt to use the Service in violation of the Agreement.

2.2 BT is not responsible for notifying the Customer of any upgrades, fixes or enhancements to any software used to transmit the Service or for any compromise of data, including Customer Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by BT. We assume no responsibility for the reliability or performance of any connections to the Service.

Section B – Customer Obligations

3. GENERAL CUSTOMER OBLIGATIONS

3.1 The Customer will:

3.1.1 inform Users of the Service that **all** their calls will be recorded as default and shared with third parties;

3.1.2 collect and keep consent of all participants on a call or virtual meeting to be recorded and also inform all participants the call is going to be recorded and shared with third parties;

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 applications and equipment used by Customer are compatible with the Service;

3.1.5 complete any preparation activities that BT may request to enable you to receive the Service promptly and in accordance with any reasonable timescales;

3.1.6 without undue delay provide BT with any information reasonably required by BT to enable it to perform its obligations set out in this Agreement with respect to the Service.

4. CUSTOMER EQUIPMENT, SITES AND ENABLING SERVICES

4.1 The Customer will:

4.1.1 be responsible for the monitoring and proper functioning of any Customer equipment connected to the Service or used in connection with the Service, including ensuring that the foregoing is adequately protected against viruses and other breaches of security;

4.1.2 procure services that are needed to permit the Service to operate ("**Enabling Services**") and ensure they meet the minimum technical requirements specified by BT. The Enabling Services are set out in Part B;

4.1.3 inform BT of any planned maintenance on any third party provided Enabling Service;

4.1.4 provide service assurance support to BT, where reasonably requested, to progress the resolution of Incidents for any Software installed on an Enabling Service that is not being provided by BT; and

4.1.5 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.

5. PASSWORDS, AUTHORISED USERS AND SECURITY

5.1 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 reasonable precautions to ensure that the foregoing are kept confidential, secure and not made available to unauthorised persons.

5.2 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.

5.3 The Customer will promptly terminate access of any person who is no longer an authorised User.

5.4 The Customer will promptly inform BT if an individual 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.

5.5 The Customer will change any or all passwords or other systems administration information used in connection with the Service if BT asks the Customer to do so in order to help safeguard the security or integrity of the Service.

5.6 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.

6. COMPLIANCE OBLIGATIONS

6.1 The Customer is responsible for compliance with the provisions of the Agreement by Users and for any and all activities that occur under an account set up in the Customer's name, as well as for all Customer Data. Without limiting the foregoing, the Customer is solely responsible for ensuring that use of the Service to store and transmit Customer Data is compliant with all applicable laws and regulations in any country it is being used.

6.2 The Service is not compliant with PCI DSS and BT will not accept any liabilities or obligations related to PCI DSS and Card Holder Data (CHD). The Customer shall retain all PCI DSS obligations as a Merchant and cannot flow down or transfer any related PCI DSS obligations to BT as a Service Provider in relation to these exceptions/services. The Customer will indemnify BT for any claims, losses, costs or liabilities that BT incurs as a result of the Customer storing, processing or transmitting data that is subject to PCI DSS.

7. END OF SERVICE

7.1 On termination of the Service, Customer will:

7.1.1 retrieve all Customer Data from the Service;

7.1.2 return to BT the Software or intellectual property provided by BT and all copies of such.

Section C – Charges and Invoicing Terms

8. CHARGES

8.1 The Customer will pay the Charges for the Service and any optional features as set forth in the Order.

9. SUBSCRIPTION TERM AND EARLY TERMINATION CHARGES

9.1 The Order sets out any minimum Subscription Term applicable to the Service, as well as any associated volume commitments, early termination Charges and all other pricing and commercial terms that are specific to the Service.

9.2 Unless the Service is terminated as set out in Paragraph 10.1 or for any other reason set out in the Governing Agreement the Service will renew periodically in accordance with the terms of the Order, subject to any change in the Subscription Charges as provided for in the Order.

10. TERMINATION FOR CONVENIENCE

10.1 Either Party may elect to terminate the Service at the end of the Subscription Term by providing at least 30 days' notice to the other Party prior to the end of the Subscription Term in which case the Service will end at the end of the billing period in which that notice period ends.

11. MISCELLANEOUS CHARGES

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

11.1.1 Charges for expediting provision of the Service at Customer's request after BT has informed Customer of the delivery date; and

11.1.2 If BT has to change the Service prior to the applicable delivery date because the Customer has provided BT with materially incomplete or inaccurate information, BT may, acting reasonably, apply additional Charges to perform the necessary change subject to:

(a) providing the Customer with written notice of the change;

(b) written agreement between the Parties to the additional Charges; and

(c) if no agreement can be reached termination by the Customer subject to paying BT all Charges up to the point of termination or because of such termination (including supplier costs).

11.2 BT may adjust the Charges to reflect changes in charges BT incurs that are outside of BT's control, for example where there is a regulatory change. Price adjustments will be effective from the billing period following written notice to the Customer by BT.

Section D – Incident Reporting and Service Levels

12. INCIDENT RESPONSE AND RESOLUTION TIMES

12.1 BT will aim to meet the response and resolution targets set out below. Service Credits do not apply to these targets.

Priority Code	Maximum Response Time	Target Resolution Time
P1	15 minutes	6 hours
P2	30 minutes	8 hours
P3	4 hours	24 hours
P4	24 hours	72 hours

13. SERVICE LEVELS AND SERVICE CREDITS

13.1 BT will use its reasonable endeavours to achieve the service levels ("**Service Levels**") applicable to the Service for Qualifying Incidents. Subject to the exclusions set out in section 13.13, if BT fails to achieve the Service Levels, the Customer may claim associated service credits ("**Service Credits**"). Service Credits are an agreed remedy for BT's failure to meet a Service Level.

13.2 Service Levels and Service Credits apply to the Downtime of the Dubber Cloud Recorder.

13.3 Only measurements carried out by BT or its Suppliers will be used in the calculation of Service Credits.

13.4 The **Reporting Period** is monthly.

13.5 **Downtime** is the period of time which a Qualifying Incident(s) exists. A **Qualifying Incident** is defined as full outage of the Dubber Cloud Recorder with all Users impacted.

13.6 Service Availability is measured on the Service components set out in this section across a Reporting Period. For the purposes of calculating the **Monthly Uptime Percentage** for a Service, Downtime minutes commence from the point at which a Qualifying Incident is logged by the Service Desk and ends when the Customer is notified that the Incident has been resolved.

13.7 The Monthly Uptime Percentage is calculated based on the following formula:

$$\left(\frac{Available\ Minutes - Aggregate\ Incident\ Downtime\ Minutes}{Available\ Minutes}\right) \times 100\%$$

13.7.1 Where:

(a) Available minutes = (total minutes in the Reporting Period – any pre-agreed interruption to the Service) x number of active Users reported as registered for the Service in the relevant Reporting Period.

(b) Incident Downtime minutes = duration of an Incident causing Downtime x number of Users affected.

(c) Aggregate Incident Downtime minutes = total of Incident Downtime minutes for Incidents occurring in the Reporting Period.

13.8 The Monthly Uptime Percentage for the Service component is:

Monthly Uptime Percentage	Service component
99.99%	Dubber Cloud Recorder

13.9 Incidents included in Downtime calculation:

Service component	Components / Functions	Condition	Incident Priority Level
Dubber Cloud Recorder	Ability for the Dubber Cloud Recorder to capture and store call recordings.	Any number of Users report and BT confirm that Dubber Cloud Recorder is failing to capture and store call recordings for all Users OR BT proactively report that the Dubber Cloud Recorder is not functioning for all Users.	Qualifying Incident

13.10 Qualifying Incident Reporting

13.10.1 Downtime is measured from when a Qualifying Incident is first reported to the Service Desk 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 Downtime calculation will be so adjusted.

13.11 Service Credit Calculation and payment

13.11.1 Where the Customer is entitled to claim Service Credits the calculation shall be based on:

(a) The total number of minutes in a Reporting Period;

(b) Calculate the Downtime in minutes;

(c) Multiply the Downtime by 10; and

(d) The Service Credit payable is the Downtime multiplied by 10 as a percentage of the Reporting Period

13.11.2 Example:

(a) Total minutes in the Reporting Period = 43800

(b)   Total Downtime in minutes = 43

(c)   Downtime minutes x 10 = 43x 10 = 430

(d)   430 as a percentage of 43800 = 0.98%

(e)   Rounded to 1% Service Credit of the total monthly recurring Charge.

13.11.3   Service Credits will be :

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

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

13.12 General Service Credit Limitations

13.12.1   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 Level underperformance occurred or where a longer time period is required by local law then the shortest period that can be applied.

13.13 Exclusions: Service Levels and/or Downtime will be excluded:

13.13.1   where the Customer does not provide access, delays providing access or denies permission for BT or its agents and suppliers to carry out necessary repairs to the Service;

13.13.2   for any Qualifying Incident not reported in accordance with the incident reporting procedures notified by BT to the Customer;

13.13.3   in the event of any software bugs affecting the Service;

13.13.4   during any period of planned or emergency maintenance unless the service outage time exceeds the time estimation communicated to the Customer;

13.13.5   where Qualifying Incident trouble tickets are opened erroneously;

13.13.6   during any trial period of the Service;

13.13.7   during simple service requests;

13.13.8   if an Enabling Service is not connected or functioning correctly;

13.13.9   if the Service is suspended due to Customer's breach of its obligations under the Agreement; and

13.13.10   for any changes made by a third party (excluding BT and its Suppliers).

Section E - Data Processing

This section supplements the data provisions as set out in the Governing Agreement:

14.   DURATION OF THE PROCESSING OF PERSONAL DATA

14.1   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.

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

15.1   The Service provides a fully managed SaaS cloud-based call recording and storage solution. It uses Dubber for the SaaS call recording and storage and CWSI for support services.

15.2   BT will not have direct access to the call recording and storage platform.

15.3   The nature and purpose of the Processing of Customer Personal Data by the Sub-Processors (Dubber and CWSI) includes:

15.3.1 accessing the Dubber Cloud Recorder to deal with Incidents and provide service management.

16. TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS

16.1 The types of Customer Personal Data Processed the Sub-Processors or the Customer will be:

16.1.1 name;

16.1.2 business address;

16.1.3 telephone number (fixed/mobile);

16.1.4 email address;

16.1.5 Customer contact notes from call/correspondence relating to Customer care;

16.1.6 details of products and services taken by the Customer;

16.1.7 Customer account number;

16.1.8 billing details;

16.1.9 Call or video recordings; and

16.1.10 User ID or log-in details.

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

16.2 The Customer Personal Data will concern the following categories of Data Subjects:

16.2.1 Customer;

16.2.2 Customer employees and Users; and

16.2.3 any Data Subject (as controlled by the Customer).

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

Section F – Defined Terms

For the purposes of this Schedule the following defined terms and abbreviations shall have the meaning ascribed to them:

Agreement means this Schedule, the Governing Agreement and Order.

AI means artificial intelligence.

Card Holder Data has the meaning given to it in the PCI DSS.

Charges means means the fees and charges that you pay in relation to Service as set out in the Order.

Customer Data means all electronic data, voice recordings, text, messages or other materials submitted to the Service by the Customer and its Users in connection with the Customer's use of the Service, including, without limitation, Personal Data.

Customer Personal Data means only the proportion of Personal Data where the Customer is the Controller and that BT or its Suppliers need to Process on the Customer's behalf as a Processor in providing the Services to the Customer under the Agreement.

CWSI means CWSI UK Limited.

Dubber means Dubber Corporation Limited.

Enterprise means a licence with the sames features as UCR with additional Voice AI included.

Governing Agreement has the meaning given to it in the Order.

Incident means any event or occurrence that is not part of the normal operation of the Service that causes, or may cause, an interruption to, or reduction in, the quality of that Service.

Merchant has the meaning given to it in the PCI DSS.

Order means any order or part of an Order the Customer gives to BT that is accepted by BT for the Service.

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

Service Desk has the meaning given to it in Part B.

Service Management Boundary has the meaning given to it in Part B.

Service Provider has the meaning given to it in the PCI DSS

Software means any software in object code format only, and related documentation (whether on tangible or intangible media) that BT provides to the Customer as part of a Service. It includes any embedded software, but it excludes Open Source Software.

Subscription Term means the period set out in the Order.

Supplier means Dubber and CWSI

UCR means unified communications recording, being a core feature of business infrastructure that unifies the recording of conversational data (cloud calling & collaboration software and service & solution provider networks) across an enterprise (audio, video and text).

User means any person the Customer allows to use the Service.

Voice AI means the use of artificial intelligence to understand conversational data and turn it into actionable insights.