



1 Definitions and abbreviations

The following definitions and abbreviations apply where appropriate in addition to those in the General Terms and Conditions of the Agreement. In the case of conflict between these defined terms and the defined terms in the General Terms and Conditions, these defined terms will take precedence for the purposes of this Schedule.

“Account” means an identifier used to access the Service.

“Administrator” means Customer's designated employee(s) who has administrator rights and responsibilities to the Service.

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

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

“BT's Security Best Practice Policy” means the policy set out in Appendix 1 to this Schedule.

“Call Back” means when a caller requests a call back from queue or web-based call back. The caller enters the telephone number to be called on, then the Service will deliver the call from the BT voice network service to the appropriate Users phone.

“Committed Monthly Spend” means the amount the Customer shall spend as specified in any Order, charged for each month for the duration of the Minimum Period of Service and Renewal Periods.

“Concurrent Agent” is the maximum quantity of Webex Contact Centre Users who are simultaneously logged in to use the Webex Contact Centre software.

“Contact Centre Flex Plan Offer Description” has the meaning given to it in Paragraph 4.5.5.

“Content” means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material uploaded or used in connection with the Service.

“Credit” is the collective term for the Transfer Credit and SWSS Credit.

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

“De-installation Charges” means the costs associated with decommissioning the Service.

“Device” means any PC, mobile handset, laptop, tablet or other item of handheld equipment, including all peripherals.

“Dial Out” means when a User enters a telephone number to make an outbound call using the supporting telephony solution.

“Enabling Service” has the meaning given in Paragraph 3.1.

“General Terms” means the general terms to which this Schedule is attached or can be found at www.bt.com/terms, and that form part of the Contract

“Host” means the User who holds an Account.

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

“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.

“IVR” means interactive voice response system.

“Licence” has the meaning given to it in Paragraph 5.25.

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

“Minimum Revenue Commitment” has the meaning given to it in Paragraph 10.1.4.

“Named Agent” is a unique Webex Contact Centre User who logs in in any given month to use the Service.

“Notice to Amend” has the meaning given in Paragraph 5.6.

“Offer Description” has the meaning given in Paragraph 5.5.5.

“Other Credit” or **“SWSS Credit”** is a price adjustment applied to an Order for Transfer-to-Product by BT in its discretion and will be coterminous with the Minimum Period of Service but will not be applied to Renewal Periods.

“Planned Maintenance” means any maintenance BT has planned to do in advance.

“Product Description” means the document that more fully describes BT products and described as Webex Contact Centre with BT – Product Description

“Professional Services” means those services provided by BT which are labour related services.

“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 any applicable Order, and includes the Monthly Committed Spend.

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

“Service” has the meaning as set out in Paragraph 2.



“**Service Desk**” means the English speaking helpdesk that the Customer is able to contact to submit service requests, report Incidents and ask questions about the Service. The Service Desk is available 24 hours per day; 7 days per week.

“**Service Integration Assistance**” has the meaning set out in Paragraph 2.2.4

“**Service Options**” means the services that are provided by BT that the Customer selects in the Order as set out in Paragraph 2.2.

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

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

“**Subscription Licence**” is a Licence that the Customer selects, as set out in the Order, for applicable Service Options and can be either Concurrent Agent or Named Agent Subscription Licence.

“**Supplier**” means Cisco Systems, Inc of 2710 Gateway Oaks Drive, Suite 150N Sacramento CA 95833, USA.

“**Supplier Software**” means the machine-readable (object code) version of computer programs listed on the Supplier’s price list and made available by the Supplier for licence to the Customer.

“**Supplier Terms**” means the Supplier additional conditions as set out in Paragraph 5.5.

“**Support Services**” means the BT provided services designed to support the Service Options as described in Paragraph 2.1.2 which will be provided in the English language only.

“**Ticket**” means the unique reference number provided by BT for an Incident and that may also be known as a “**fault reference number**”.

“**Transfer Credit**” is a price adjustment for Transfer-to-Product representing the value of Transfer-from-Product. A Transfer Credit will be contemporaneous with the Minimum Period of Service in the applicable Order, and any Renewal Periods.

“**Transfer-from-Product**” is the Supplier Software that you relinquish the right to use upon acquiring the Transfer-to-Product.

“**Transfer Policy**” has the meaning set out in Paragraph 5.10.

“**Transfer-to-Product**” is the Service that you purchase to replace the Transfer-from-Product.

“**User**” means Customer’s employees, contractors, agents and/or third parties (invited by the Customer) who use the Services and includes both agents and supervisors.

“**Usage Charges**” means the Charges for Service or applicable part of the Service that are calculated by multiplying the volume of units that Customer 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 as set out in any applicable Order.

“**VoIP**” means Voice over Internet Protocol which is the transmission of voice data over the Internet.

“**VoIP Access**” means the capability to access VoIP.

“**Webex Contact Centre Offer Description**” has the meaning given to it in Paragraph 5.5.5.

“**WFO**” means Workforce optimisation.

2 Service Summary

BT will provide the Customer with a right to access and use the cloud-based contact centre software which will allow the Customer to communicate with its clients in a contact centre environment, comprising the Standard Service Components and any of the Service Options as set out in any applicable Order and this up to the point of the Service Management Boundary as set out in Paragraph 4.

2.1 Standard Service Components

BT will provide you with all the following standard service components (“Standard Service Components”) in accordance with the details as set out in any applicable Order.

2.1.1 Webex Contact Centre:

BT will provide the Customer a Webex Contact Centre in accordance with the details as set out in any applicable Order. Webex Contact Centre is a unified omnichannel contact centre solution managed and administered from the cloud. Webex Contact Centre enables the Customer to control every incoming and outgoing contact centre interaction from a central point. The Customer can select from Subscriptions Licences options which offer different Service Options depending on the Subscription Licence selected. More information is set out in the Product Description.

2.1.2 Support Services:

BT will provide the following Support Service for the Webex Contact Centre Service:

- (a) technical support, troubleshooting, diagnostics and incident resolution based on the priority levels in the Product Description which BT may change from time to time.
- (b) creation, administration and management of the Service including sending communications to Users with on-going guidance and advice on how to best use the Service;
- (c) monitoring and management of the Service;



- (d) access to a self-service administration portal for Webex Contact Centre which will allow you to:
 - (i) register new agent Accounts
 - (ii) create and change contact centre call flows and user configuration;
 - (iii) access contact center reporting

2.2 Service Options.

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

2.2.1 **Webex Contact Centre Agent licenses.** The Customer will have the option to choose between the following license models:

- (a) Concurrent Agent license subscription; and
- (b) Named Agent license subscription

The Customer will have the option to choose from the following license types:

- (c) Standard Agent license; and
- (d) Premium Agent license

2.2.2 **Webex Contact Centre add-on solution components.** The Customer will have the option to choose from the following add-on options:

- (a) Additional recording storage;
- (b) Speech enabled IVR for Webex Contact Centre using Google CCAI;
- (c) Digital channels;
- (d) Additional IVR ports;
- (e) Workforce optimisation for Webex Contact Centre

2.2.3 **Consultancy services.** The Customer will have the option to choose from the following consultancy services:

- (a) Webex Cisco Customer experience workshop;
- (b) Training services to help adoption of the Service by Users.

2.2.4 **Service Integration Assistance** is a Service Option whereby BT will provide Professional Services to assist the Customer with the integration of applications or software of the Customer with the Service. The details of the Service Integration Assistance and the applicable BT Professional Services Charges will be set out in the Order and is limited to design and scoping activities. It is also subject to:

- (i) confirmation from BT that applications or software the Customer requests to integrate with the Service is compatible with the Service;
- (ii) the Customer ensuring that the Customer has all necessary consents, licences or other authorisations required to use, and allow BT to integrate, the applications or software with the Service;
- (iii) the Customer owning the design, support, and deployment of the Service Integration Assistance; and
- (iv) the Customer complying with all instructions, implementation and deployment steps that BT notifies the Customer of.

2.2.5 **Co-branding:** The Customer will have the option to order co-branding of the Service whereby the specific details of the co-branding required will be agreed between the parties in the Order.

3 Associated and Enabling Services

3.1 Enabling Services

3.1.1 The Customer will ensure that it has the following services in place and that are necessary for the Service to function and will ensure that these services meet the minimum technical requirements that BT specifies (the "**Enabling Services**"):

- (a) any hardware or equipment required to access the Service; and
- (b) an Internet connection in place that will connect to the Service.

3.2 Associated Services

3.2.1 If selected by the Customer, the following services are provided by BT and may work in conjunction with the Service:

- (a) Webex Calling;
 - (b) One Cloud Cisco;
 - (c) Inbound Contact;
 - (d) One Voice Global
- ("Associated Services")



3.2.2 This Schedule will not apply to any Associated Services and those services are governed by their separate terms.

3.3 If BT provides the Customer with any Enabling and/or Associated Services this Schedule will not apply to those Associated and Enabling Services and those services will be governed by their separate terms.

4 Service Management Boundary and exclusions

4.1 BT will provide and manage the Service in accordance with this Schedule and as set out in any applicable Order up to the demarcation points on the Services platform that interconnects with Customer's voice and data services ("**Service Management Boundary**"). For the avoidance of doubt, BT is not responsible for the connections to the Service not provided by BT such as mobile connectivity, quality issues caused by internet (including wifi) or local network issues.

4.2 BT is not responsible for any Service degradation, impairment or unavailability associated with the Internet.

4.3 BT will have no responsibility for the Service outside the Service Management Boundary.

4.4 BT does not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software.

4.5 BT will have no responsibility for any Service impairment caused by User equipment or Customer Equipment.

5 Specific Terms

5.1 Minimum Period of Service, Minimum Revenue Commitment and Renewal Periods

5.1.1 Subject to Paragraph 5.8.9, unless one of us gives Notice to the other of an intention to terminate the Webex Contact Centre Service at least 45 days before the end of the Minimum Period of Service or a Renewal Period, at the end of the Minimum Period of Service or Renewal Period the Webex Contact Centre Service will automatically extend for a Renewal Period and both of us will continue to perform each of our obligations in accordance with the Contract except that the Charges may change as set out in Paragraph 5.1.2. The Renewal Period will continue to automatically extend until Notice to terminate is given by either of us.

5.1.2 Where you have requested Credits in accordance with the Transfer Policy on your Order the Charges for the Minimum Period of Service will not apply for the Renewal Periods unless otherwise stated in the Order.

5.1.3 If either of us gives Notice to the other of an intention to terminate the Webex Contact Centre Service at least 45 days before the end of the Minimum Period of Service or a Renewal Period, BT will cease delivering the Webex Contact Centre Service on the last day of the Minimum Period of Service or subsequent Renewal Period.

5.1.4 BT may make changes to this Schedule or the Charges to ensure compliance with Applicable Law or as set out in Paragraph 5.1.5. Where you do not agree to such change you may terminate the Webex Contact Centre Service in accordance with Paragraph 5.2.

5.1.5 BT may propose changes to this Schedule or the Charges (or both) by giving you Notice at least 45 days prior to the end of the Minimum Period of Service and each Renewal Period ("Notice to Amend").

5.1.6 Within 45 days of any Notice to Amend, you will provide BT Notice:

- (a) 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 during the remainder of that Minimum Period of Service or Renewal Period, 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 or Renewal Period, as applicable.

5.1.7 If we have not reached agreement in accordance with Paragraph 5.1.6(b) by the end of the Minimum Period of Service or the Renewal Period, the terms of this Schedule will continue to apply from the beginning of the following Renewal Period unless you give Notice in accordance with Paragraph 5.1.6(c) or BT may give Notice of termination, in which case BT will cease delivering the Service on the last day of the Minimum Period of Service or subsequent Renewal Period as applicable.

5.1.8 During the Minimum Period of Service and any Renewal Period you will commit to spend the total revenue amount equal to the Committed Monthly Spend, as specified in any Order, charged each month for the duration of the Minimum Period of Service and any Renewal Periods ("Minimum Revenue Commitment"). The Minimum Revenue Commitment is based on the committed number of agent subscription licenses and the split of standard and premium agents within the subscription.



5.2 Termination for Convenience

Subject to a different notice period being given in accordance with Paragraph 5.8.10, 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 Webex Contact Centre Service by giving 45 days' Notice to the other.

5.3 Termination Charges

- 5.3.1 If you terminate the Contract or the Service for convenience in accordance with Clause 17 of the General Terms and Paragraph 5.2 of this Schedule or BT terminates the Service for your breach in accordance with Clause 18 of the General Terms, you will pay BT:
- (a) all outstanding Charges or payments due and payable under the Contract;
 - (b) De-installation Charges; and
 - (c) any other Charges as set out in any applicable Order and any charges reasonably incurred by BT from a supplier as a result of the early termination.
- 5.3.2 In addition to the Charges set out at Paragraph 5.3.1 above, if you terminate the Service for convenience in accordance with Clause 17 of the General Terms and Paragraph 5.2 of this Schedule or BT terminates the Service for your breach in accordance with Clause 18 of the General Terms during the Minimum Period of Service or Renewal Period you will pay Termination Charges, as compensation, equal to the greater of 100% of the Minimum Revenue Commitment, or where there is no Minimum Agent Commitment then 100% of the Recurring Charges, for any remaining months of the Minimum Period of Service or Renewal Period.
- 5.3.3 The payment of Termination Charges will not be BT's sole and exclusive remedy where BT terminates in accordance with Clause 18 of the General Terms.

5.4 Service Transition

- 5.4.1 If the Customer is transitioning its existing services to BT, the Customer will address BT requests for information within a reasonable period of time before the Operational Service Date including:
- 5.4.1 information relating to the service to be transitioned with relevant specifications; including:
- (a) user list and settings;
 - (b) contact centre workflows and settings; and
 - (c) network diagrams.
- 5.4.2 Where applicable, BT will provide the Customer with a list of information that the Customer will provide in order to migrate / provision the Service to BT.
- 5.4.3 Any changes to the information provided in accordance with Paragraph 5.4.2 will be made in writing and:
- (a) may cause delay to the transition of the Service or the Operational Service Date; and
 - (b) may result in a change to the Charges to reflect the revised scope of the Service; which shall be agreed by a new Order.
- 5.4.4 The Customer will provide reasonable technical support to any transitioning services before and after the Operational Service Date.

5.5 Access to Emergency Services

- 5.5.1 This Service does not include the provision of any voice telephony service nor telephone numbers. Thus, the Customer acknowledges and agrees that the Service does not provide the ability for Users to call the emergency services by dialling e.g. "110" or "112", nor does it provide caller location information. Therefore, the Customer will make alternative arrangements for Users, including the maintenance of a fixed telephone number. If the Customer wants BT to provide a telephony service the Customer must contract separately one of BT's outbound telephony services (e.g. BT One Voice Global or BT One Voice Global SIP Trunking).
- 5.5.2 In countries where the Service must allow Users to make emergency calls the Customer shall ensure use of the Service complies with applicable emergency access rules as set out by the applicable laws. The Customer confirms and agrees that:
- (a) in the event the Customer purchases the outbound telephony service from BT; the calls towards the emergency numbers in those countries will be governed by the separate terms and conditions applicable to the respective BT outbound telephony service; or
 - (b) in the event the Customer purchases the outbound telephony service from a third party outbound telephony provider, the access to the emergency services in those countries shall be provided by the third party who provides the Customer with the outbound telephony service.
- 5.5.3 With respect to the use of the Service in the United States of America;



- (a) the Customer is the manager or operator of its Multi Line Telephone System (MLTS) and bears the compliance responsibilities associated with the installation, management and operation of its MLTS, unless specific compliance support is ordered by the Customer from BT on additional terms applicable to such compliance support; and
- (b) 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.

5.6 Licence

- 5.6.1 BT grants the Customer a limited, revocable, non-exclusive, non-sub licensable, non-transferrable licence to:
 - (a) use the Service for its own internal business purposes; and
 - (b) in accordance with the terms of the Agreement,("Licence").
- 5.6.2 The Customer will not:
 - (a) modify, alter with, repair or otherwise create derivative works of any Software or Supplier Software;
 - (b) reverse engineer, disassemble or decompile the Service or apply any other processes or procedures to derive the source code of any Software or Supplier Software;
 - (c) access or use the Service in a way intended to avoid incurring Charges or exceeding any usage limits or quotas;
 - (d) provide third parties with access to the Service, including without limitation, as part of a service bureau, outsourcing, hosting, managed or any other provisioned service; and
 - (e) except as set out in Paragraph 7.2.8, resell or sublicense the Service.

5.7 Supplier Terms - EULA and Offer Description and Product Description

- 5.7.1 BT will only provide the Service if the Customer and its Users has accepted the applicable Supplier Terms. The Customer will enter into the Supplier Terms for the Customer's own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the Supplier Terms are between the Customer and the Supplier. As the Supplier Terms may be amended or updated from time to time, the Customer hereby acknowledges having read and accepted the latest version of these Supplier Terms before placing an Order with BT for this Service.
- 5.7.2 By using the Service, the Customer agrees to the terms set out in the applicable Supplier Terms. The Customer is responsible for using the Software in accordance with the Supplier Terms. If the Customer does not comply with the Supplier Terms, BT may restrict or suspend the Service upon reasonable notice, and:
 - (a) the Customer will pay the Charges that are payable for the Service until the Service ends; and
 - (b) BT may charge a re-installation fee to start the Service again.
- 5.7.3 The Customer will deal with the Supplier with respect to any loss or damage suffered by the Customer or the Supplier under the Supplier Terms and any loss or damage will not be enforceable against BT.
- 5.7.4 Where the Supplier Terms are presented in a 'click to accept' function and the Customer requires BT to configure or install Software on the Customer's behalf, BT will do so as the Customer's agent and bind the Customer to the Supplier Terms. For this purpose, the Customer hereby already grants to BT a mandate to enter into the Supplier Terms in the Customer's name and on its behalf. BT and the Customer may for this also execute a power of attorney as part of the Order.
- 5.7.5 Supplier Terms to be accepted are:
 - (a) the "End User License Agreement" set out at www.cisco.com/go/eula ("**EULA**") as applicable to the Services procured;
 - (b) the "Webex Contact Centre Offer Description" for the Service procured that can be found at <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#~offer-descriptions> ("**Webex Contact Centre Offer Description**");
 - (c) the "Cisco Collaboration Flex Plan Contact Centre" https://www.cisco.com/c/dam/en_us/about/doing_business/legal/OfferDescriptions/cisco_collaboration_flex_plan_contact_centre.pdf ("**Contact Centre Flex Plan Offer Description**"),
 - (d) the terms as part of Customer's owned Google Cloud Platform account <https://cloud.google.com/terms>



- 5.7.6 The Offer Descriptions may include services that are not provided by BT under the Service. For a more detailed description of the Services provided as part of the Service Options please refer to the Product Description. The Product Description is not a contractual document and is provided to the Customer for information purposes only.
- 5.7.7 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the Webex Contact Centre Offer Description, Contact Centre Flex Plan Offer Description or EULA, BT may restrict or suspend the Service upon reasonable Notice, and:
- (a) you will continue to pay the Charges for the Service until the end of the Minimum Period of Service or any Renewal Period; and
 - (b) BT may charge a re-installation fee to re-start the Service.
- 5.8.8 You will enter into the Webex Contact Centre Offer Description, Contact Centre Flex Plan Offer Description and EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the Webex Contact Centre Offer Description, Contact Centre Flex Plan Offer Description and EULA are between you and the Supplier and you will deal with the Supplier with respect to any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.
- 5.8.9 Where the Supplier terminates any of the Service Options BT shall have the right to terminate the applicable Service Options in accordance with the timescales set out in the EULA and Offer Descriptions.

5.9 Use of Customer's Name and Logo

- 5.9.1 Any requirement to co-brand a Site will be set out in the Order and by setting out this requirement in the Order the Customer consents to BT's use, and the Supplier's use, of the Customer name and logo to create a co-branded Site as part of delivery of the Services.
- 5.9.2 Nothing in this Schedule transfers any rights or ownership in Customer's name and logo to BT or the Supplier.

5.10 Changes to the Service as a result of changes to laws or regulations

- 5.10.1 BT reserves the full right to change or withdraw the Service or any applicable part of the Service at any time in accordance with either changes to applicable laws or regulations or changes interpretation of the applicable laws and regulation.

5.11 PCI DSS Compliance Obligations

- 5.11.1 The Service is not end to end compliant with PCI DSS and the Customer will not use the Service for the processing, storage or transmission of any Cardholder Data or any data that is subject to PCI DSS.
- 5.11.2 You will indemnify BT for any Claims, losses, costs or liabilities that it incurs as a result of you storing processing or transmitting data that is subject to PCI DSS.
- 5.11.3 You would need to order the relevant Associated Services for PCI DSS Compliance to be achieved.

5.12 Assignment or transfer of rights limitations

The Customer may not assign or transfer any of its interests, rights, or obligations for Services under this Schedule, including by written agreement, merger, consolidation, divestiture, operation of law, or otherwise, except with BT's prior written consent.

5.13 Transfer Policy

If the Customer has existing Supplier licenses which can be reused for this Service; the Customer may opt to receive continuing credits by transferring eligible perpetual licenses to term-based subscription licenses in accordance with the conditions as set out in the Order.

5.14 Export of Content using Cloud Services

The Service comprises of a cloud service that utilises software and technology that may be subject to export control laws of various countries. You are solely responsible for any compliance related to the way you use the Service and the location the Service is used including access by Users to the Service and for your Content transferred or processed using the Service, including any publication of such Content. You will indemnify BT against all Claims, losses, costs or liabilities brought against BT as a result of, or arising out of or in connection with, your non-compliance with any laws (including sanctions and export control laws) of any country you use, access or transfer Content to.

6 BT's Obligations

6.1 Service Delivery

Before the Operational Service Date and, where applicable, throughout the provision of the Service, BT will provide the Customer with contact details for the Service Desk.



6.2 Commissioning of the Service

Before the Operational Service Start Date, BT will:

- 6.2.1 configure the Service, including:
 - 6.2.1.1 creating a Webex Contact Centre tenant;
 - 6.2.1.2 configuring settings for you to connect to the Service;
 - 6.2.1.3 creating an Administrator Account set up for Webex Contact Centre;
 - 6.2.1.4 provisioning Subscription Licences; and
 - 6.2.1.5 creating the initial workflow configuration for Webex Contact Centre.

6.3 During Operation

On and from the Operational Service Date, BT:

- 6.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if BT detects or if the Customer reports an Incident on Service;
- 6.3.2 may carry out Planned Maintenance from time to time and will use reasonable endeavours to inform the Customer at least five Business Days before any Planned Maintenance on the Service. However, BT may inform the Customer with less notice than normal where maintenance is required in an emergency; and
- 6.3.3 may, in the event of a security breach affecting the Service, require the Customer to change any or all of the passwords that are not linked to single sign-on (SSO).

6.4 The End of the Service

On termination of the Service by either BT or the Customer:

- 6.4.1 BT will provide configuration information relating to the Service provided at the Site(s) in a format that BT specifies.

7 Customer Obligations

7.1 Service Delivery

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

- 7.1.1 confirm and maintain the connection of the Service to each Enabling Service;
- 7.1.2 ensure that connection is compliant with Supplier's network and system requirements and that all necessary deployment checks are done for any integrated service into the Customer's network;
- 7.1.3 be responsible for all Content displayed, uploaded, exchanged or transmitted on or through the Service;
- 7.1.4 be responsible for self-service configuration;
- 7.1.5 In jurisdictions where an employer is legally required to make a disclosure to its Users and other employees, the Customer will:
- 7.1.6 inform the Users (individually or via local workers councils depending on applicable law) that as part of the BT Service being delivered by BT, BT may monitor and report to the Customer the use of any targeted applications by them;
- 7.1.7 ensure that the Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required) in accordance with applicable law; and
- 7.1.8 be liable to BT for any claims, losses, costs or liabilities incurred or suffered by BT due to Customer's failure to comply with this Paragraph;

7.2 During Operation

On and from the Operational Service Date, the Customer will:

- 7.2.1 ensure that Users report Incidents to the Service Desk.
- 7.2.2 monitor and maintain any Customer Equipment and/or network connected to the Service or used in connection with the Service;
- 7.2.3 ensure that any Customer Equipment and/or network that is connected to the Service or that the Customer uses, directly or indirectly, in relation to the Service is:
 - (i) capable of supporting connectively to the Service;
 - (ii) adequately protected against viruses and other breaches of security;
 - (iii) technically compatible with the Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and



- (iv) approved and used in accordance with relevant instructions, standards and applicable laws and any safety and security procedures applicable to the use of that Customer Equipment;
- 7.2.4 immediately exit the Service and disconnect any Customer Equipment and/or network, or advise BT to do so at Customer's expense, where the Service and/or Customer Equipment:
 - (i) does not meet any relevant instructions, standards or applicable laws; or
 - (ii) contains or creates material that is in breach of the Acceptable Use Policy or Supplier Terms and the Customer is contacted by BT about such material,and redress the issues with the Customer Equipment and/or network prior to reconnection to the Service;
- 7.2.5 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;
- 7.2.6 ensure the security and proper use of all valid Hosts access profiles, passwords and other systems administration information used in connection with the Service and:
 - (i) immediately terminate access for any person who is no longer a Host;
 - (ii) inform BT immediately if a Host'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;
 - (iii) take all reasonable steps to prevent unauthorised access to the Webex Contact Centre and Service;
 - (iv) satisfy BT's security checks if a password is lost or forgotten; and
 - (v) change any or all passwords or other systems administration information used in connection with the Service if BT requests you to do so in order to ensure the security or integrity of the Service.
- 7.2.7 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order;
- 7.2.8 not resell the Service to any third party unless:
 - (i) the Customer has received the prior written approval of BT; and
 - (ii) BT has received the approval from the Supplier that the third party is an approved re-seller of Services;
- 7.2.9 not allow any Host Account to be used by more than one individual User unless it has been reassigned in its entirety to another User, in which case the Customer will ensure the prior User will no longer have any right to access or use the Service;
- 7.2.10 maintain an up-to-date list of countries where VoIP Access, Call Back and Dial Out usage and features are prohibited by law or other regulations;
- 7.2.11 ensure you and its Users:
 - (i) do not use VoIP Access from Devices located in countries where such usage is prohibited by law or other regulation; and
 - (ii) comply with laws applicable to the use of VoIP based services in the jurisdiction where such User initiates the connection to the IP network reaching the Service with VoIP Access.
- 7.2.12 ensure Users will not use, or attempt to use Call Back and Dial Out features in countries where such use is prohibited by law or local regulations.
- 7.2.13 obtain and keep in force any license necessary for the Customer or its Users to use the Service in any country in which it is provided.
- 7.2.14 agree that BT will not be liable for any failure by you to comply with this Paragraph 8.2 and you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph 7.2.

8 Notification of Incidents

Where the Customer becomes aware of an Incident:

- 8.1 the Customer will report it to the Service Desk, providing all requested details;
- 8.2 BT will give the Customer an Incident reference;
- 8.3 BT will inform the Customer when it believes the Incident is cleared and will close the Ticket when:
 - (a) the Customer confirms that the Incident is cleared; or
 - (b) BT has attempted unsuccessfully to contact the Customer to confirm resolution, in the way agreed between the Parties in relation to the Incident, and the Customer has not responded within 24 hours following BT's attempt to contact the Customer.



- 8.4 If the Customer confirms that the Incident is not cleared within 24 hours after having been informed, BT will re-open the Ticket, and BT will continue to work to resolve the Incident.
- 8.5 Where BT becomes aware of an Incident that may impact on the Services, Paragraphs 8.2, 8.3 and 8.4 will apply.

9 Service Levels

There are no Service Levels with Service Credits provided with the Service; only targets as described in the Product Description. All targets are based on reasonable commercial efforts by BT.

10 Pricing Conditions

10.1 Minimum Period of Service, Minimum Revenue Commitment and Renewal Periods

- 10.1.1 The Minimum Period of Service of any Services selected by the Customer shall be stated on the Order and will commence on the Operational Service Date unless set out otherwise in any applicable Order. On the Order the Customer may select "Auto-renew" or "No auto-renew" of the Service.
- 10.1.2 In the event "Auto-renew" was selected; unless BT or the Customer gives written notice to the other of an intention to terminate the Service or require changes to the condition; following expiration of the Minimum Period of Service or a Renewal Period the Service will automatically extend for a Renewal Period and both BT and the Customer will continue to perform each of BT's and the Customer's obligations in accordance with the Agreement. The Renewal Period will continue to automatically extend until terminated by either of the Parties in accordance with Paragraph 10.2.1.
- 10.1.3 In the event "No auto-renew" was selected; unless BT or the Customer agree, at least 45 days before the expiration of the Minimum Period of Service or a Renewal Period, explicitly (by signature of a new Order) to extend the Service, the Service will automatically terminate at the expiry date of the Minimum Period of Service or a Renewal Period.
- 10.1.4 During the Minimum Period of Service and any Renewal Period the Customer will commit to spend the total revenue amount equal to the Committed Monthly Spend, as specified in any Order, charged each month for the duration of the Minimum Period of Service and any Renewal Periods ("**Minimum Revenue Commitment**").

10.2 Termination

- 10.2.1 Each Party may give written notice to the other Party of an intention to terminate the Service at least 45 days before the end of the Minimum Period of Service or a Renewal Period. In such event BT will cease delivering the Service on the last day of the Minimum Period of Service or subsequent Renewal Period.
- 10.2.2 If the Customer terminates the Service or part of it for convenience before the end of the Minimum Period of Service or the Renewal Term, then, in addition to all outstanding charges for Service rendered, the Customer will pay BT as compensation the termination charges below:
- (i) De-installation Charges as agreed on the Order;
 - (ii) any other Charges as set out in any applicable Order;
 - (iii) a compensation, equal to the greater of 100 per cent of the Minimum Revenue Commitment, or where there is no Minimum Revenue Commitment then 100% of the Recurring Charges, for any remaining months of the Minimum Period of Service or Renewal Period.
- 10.2.3 The termination fees set out in 10.2.2 shall also apply if BT terminates the Service or part of it for breach by the Customer. However the payment of these termination fees will not be BT's sole and exclusive remedy in such event.

10.3 Changes

- 10.3.1 BT may make changes to this Schedule or the Charges at any time to ensure compliance with applicable law. Where the Customer does not agree to such change, the Customer can terminate the Service by giving at least 45 days' written notice to BT.
- 10.3.2 BT may propose changes to this Schedule or the Charges (or both) to become effective after the expiration date of the Minimum Period of Service or the Renewal Period. BT shall in such event give the Customer notice at least 90 days prior to the end of the Minimum Period of Service or the Renewal Period. Within 45 days of any such notice to amend, the Parties will agree to the BT proposed changes, in which case those changes will apply from the expiry date of the 90 days' notice term. If BT and the Customer have not reached agreement on the BT proposed changes" the Service shall terminate and BT will cease delivering the Service at the time of 23:59 at the last day of the 90 days' notice term.

10.4 Invoicing



- 10.4.1 BT will invoice all Charges in the currency set out in the Order. The Customer may request from BT to be invoiced in another currency as set out on the Order. In such event the Charges will be converted using the spot rate at the close of the month prior to an invoice being raised.
- 10.4.2 Unless set out otherwise in any applicable Order, the Customer shall pay to BT the charges for the Services in accordance with the rates or amounts contained in the Order(s),
- (i) Recurring Charges, except Usage Charges, monthly in advance and for any period where the Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
 - (ii) Usage Charges, monthly in arrears, calculated at the then current rates;
 - (iii) Charges for Professional Services, one month in arrears from the date of completion of the Professional Services;
- 10.4.3 In addition to the Charges as set out in any applicable Order, BT may invoice the Customer for any reasonable costs incurred for investigating Incidents that the Customer reports and where no Incident was found or that the Incident is caused by something for which BT or the Supplier is not responsible under the Agreement.
- 10.4.4 The Customer hereby acknowledges and accepts that additional Charges will apply, as agreed on the Order, for:
- (i) expediting provision of the Service at the Customer request; and
 - (ii) commissioning the Service outside of Business Hours.
 - (iii) Termination in accordance with Paragraph 10.2.2.
- 10.4.5 Charging for the Services will commence on the Operational Service Date.
- 10.4.6 BT may adjust the local Usage Charges to access the Service to reflect changes in charges BT incurs relating to such Usage Charges which are beyond BT's control, for example where there is a regulatory change. Price adjustments will be effective from the billing period following notice provided.