



Genesys Cloud Contact Centre Schedule to the General Terms

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A note on 'you'

'You' and 'your' mean the Customer.

Words defined in the General Terms

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

Part A – The Genesys Cloud Contact Centre Service

1 Service Summary

- 1.1 BT will provide you with an omni-channel cloud-based contact centre enabling voice, chat, email and social channels, comprising:
- 1.1.1 the Standard Service Components; and
 - 1.1.2 any of the Service Options as set out in any applicable Order,
- up to the point of the Service Management Boundary as set out in Paragraph 5 (“**Genesys Cloud Contact Centre Service**”).

2 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 **Genesys Cloud Packages:**

You will choose one of the following Genesys Cloud Packages, the features of which will be set out in the Order:

- 2.1.1 Genesys Cloud 1: a basic voice only hosted contact centre;
- 2.1.2 Genesys Cloud 2: an omni-channel contact centre with chat and email; or
- 2.1.3 Genesys Cloud 3: an all in one omni-channel including social media, screen recording and workforce management.

2.2 **BT Standard Service Delivery:** BT will provide the following support for your Genesys Cloud Package and any other Service Options you select in addition to the Service Desk:

- 2.2.1 technical support, troubleshooting, diagnostics and incident resolution based on the priority levels set out below which BT may change from time to time:
 - (a) Priority 1 – service outage or significant degradation affecting all or significant numbers of Users’ ability to use the Genesys Cloud Contact Centre Service, where no workaround is available;
 - (b) Priority 2 – a significant interruption to Users’ ability to fully use all features of the Genesys Cloud Contact Centre Service with other functionalities remaining operational;
 - (c) Priority 3 – minimal interruption that does not prevent the operation of the Genesys Cloud Contact Centre Service, issue affecting individual Users; and
 - (d) Priority 4 – the Genesys Cloud Contact Centre Service is operational. Requests for information, password resets, global access numbers.
- 2.2.2 monitoring, creation, administration and management (excluding in-life changes to service delivery) of the Genesys Cloud Contact Centre Service including sending communications to the Customer Contact with on-going guidance and advice on how to best use the Genesys Cloud Contact Centre Service;
- 2.2.3 strategy planning to help adoption of the Genesys Cloud Contact Centre Service by Users;

2.3 **Service Integration Assistance:** BT will provide you with assistance for your service integration.:

- 2.3.1 confirmation from BT that applications or software you request to integrate with the Genesys Cloud Contact Centre Service is compatible with the Service;
- 2.3.2 you ensuring that you have all necessary consents, licences or other authorisations required to use, and allow BT to integrate, the applications or software with the Genesys Cloud Contact Centre Service; and
- 2.3.3 you complying with all instructions, implementation and deployment steps that BT notifies you of.

3 Service Options

- 3.1 BT will provide you with any of the options (“**Service Options**”) as set out in any applicable Order and in accordance with the details as set out in that Order.
- 3.2 Service Options may not be available in all countries.

4 Fair Usage



- 4.1 Your Genesys Cloud Plan includes fair usage allowance on data storage, basic routing/IVR usage and API usage which is set out in your Order.
- 4.2 If you exceed these allowances in a given month, you will be billed at the agreed overage rate for consumption over the allocation amount as set out in your Order.

5 Service Management Boundary

- 5.1 BT will provide and manage the Genesys Cloud Contact Centre Service in accordance with Parts A, B and C of this Schedule and as set out in any applicable Order up to the demarcation points where your voice and data services (including any equipment managed or controlled by you) interconnects with:
 - 5.1.1 For voice connectivity: the Edge Server(s) used by the Genesys Cloud Contact Centre Service; and
 - 5.1.2 For data connectivity: the Cloud Contact Genesys Firewall(s) used by the Genesys Cloud Contact Centre Service,
 (“**Service Management Boundary**”).
- 5.2 BT will have no responsibility for the Genesys Cloud Contact Centre Service outside the Service Management Boundary.
- 5.3 BT does not make any representations, whether express or implied, about whether the Genesys Cloud Contact Centre Service will operate in combination with any Customer Equipment or other equipment and software.
- 5.4 BT does not guarantee that the Genesys Cloud Contact Centre Service will be provided uninterrupted.
- 5.5 BT does not guarantee the security of the Genesys Cloud Contact Centre Service against unauthorised or unlawful access or use.
- 5.6 BT will not be responsible for use of Genesys Cloud Contact Centre Service by you, your Users and/or any third party whether authorised or not.

6 Enabling Services

- 6.1 You will have the following services in place that will connect to the Genesys Cloud Contact Centre Service and are necessary for the Genesys Cloud Contact Centre Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
 - 6.1.1 a service supplied by BT that enables inbound Telephony calls;
 - 6.1.2 a service supplied by BT that enables outbound Telephony calls;
 - 6.1.3 computer hardware, software and telecommunications equipment and services necessary to access and use the Genesys Cloud Contact Centre Service;
 - 6.1.4 BT IP service, where you use Genesys Cloud Contact Centre Service via a dedicated voice network model; and
 - 6.1.5 an Internet connection, where you use Genesys Cloud Contact Centre Service via a cloud voice network,
 (each an “**Enabling Service**”).
- 6.2 If BT provides you with any services other than the Genesys Cloud Contact Centre Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.

7 Equipment

- 7.1 This Paragraph 7 will apply to any equipment BT provides to you as set out in the Order, including any Edge Servers. All equipment will remain BT Equipment.
- 7.2 **Use of BT Equipment**
In relation to BT Equipment you will:
 - 7.2.1 keep the BT Equipment safe and without risk to health;
 - 7.2.2 only use the BT Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;
 - 7.2.3 not move the BT Equipment or any part of it from the Site(s) without BT’s written consent and you will pay BT’s costs and expenses reasonably incurred as a result of such move or relocation;
 - 7.2.4 not make any alterations or attachments to, or otherwise interfere with, the BT Equipment nor permit any person (other than a person authorised by BT) to do so, without BT’s prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the BT Equipment;
 - 7.2.5 not sell, charge, assign, transfer or dispose of (except as set out in Paragraph 7.4) or part with possession of the BT Equipment or any part of it;



- 7.2.6 not allow any lien, encumbrance or security interest over the BT Equipment, nor pledge the credit of BT for the repair of the BT Equipment or otherwise;
 - 7.2.7 not claim to be owner of the BT Equipment and ensure that the owner of the Site(s) will not claim ownership of the BT Equipment, even where the BT Equipment is fixed to the Site(s);
 - 7.2.8 obtain appropriate insurance against any damage to or theft or loss of the BT Equipment;
 - 7.2.9 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or miss-use of the BT Equipment or where the BT Equipment is damaged, stolen or lost, except where the loss or damage to BT Equipment is a result of fair wear and tear or caused by BT;
 - 7.2.10 ensure that the BT Equipment appears in BT's name in your accounting books;
 - 7.2.11 where there is a threatened seizure of the BT Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the BT Equipment; and
 - 7.2.12 notify any interested third parties that BT owns the BT Equipment.
- 7.3 **BT Equipment**
BT Equipment will remain BT's property at all times and risk in BT Equipment will pass to you upon delivery, whether or not the BT Equipment has been installed.
- 7.4 **WEEE Directive**
- 7.4.1 You will comply with Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("**WEEE Directive**") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("**WEEE**").
 - 7.4.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 7.4 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
 - 7.4.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.
- 7.5 **Sale of Goods**
- 7.5.1 The UN Convention on Contracts for the International Sale of Goods will not apply to the Contract.
- ## 8 Specific Terms
- 8.1 **Licence terms and warranty**
- 8.1.1 The Software used to provide the Genesys Cloud Contact Centre Service is located on servers that are controlled by Amazon Web Service ("**AWS**") and the Genesys Cloud bridge server that may be located at your Sites.
 - 8.1.2 BT grants you access to use the Genesys Cloud Contact Centre Service, including the associated Software, subject to the terms of this Contract.
 - 8.1.3 You will have no right to receive a copy of the object code or source code of the Software.
 - 8.1.4 Your right to use the Genesys Cloud Contact Centre Service is non-exclusive, limited to the term of the Contract, non-transferrable (except for pre-approved assignments as set out in this Contract) and is solely for your internal business use and all right, title, and interest in and to the Genesys Cloud Contact Centre Service is hereby reserved.
 - 8.1.5 You agree to comply with the following policies when using the Genesys Cloud Contact Centre Service and agree that they will govern the use of your Customer Data:
 - (a) the AWS acceptable use policy set out at <https://aws.amazon.com/aup/> and
 - (b) the Supplier security and privacy policies set out at <https://help.mypurecloud.com/articles/purecloud-security-compliance/>.
 - 8.1.6 In addition to any conditions of use set out in the Contract, you or any of your Users may not or attempt to:
 - (a) license, sell, lease or otherwise make the Genesys Cloud Contact Centre Service, or any like service, available to non-subscribers;
 - (b) use the Genesys Cloud Contact Centre Service in a way that violates any law, regulation or mandate, or the terms of this Contract; or
 - (c) take any action that jeopardises confidential or proprietary information or acquire any right in the Genesys Cloud Contact Centre Service, or in anything else shared with or made available to you.
 - 8.1.7 **Suspension:** In addition to any other suspension rights set out in the Contract, unusually high usage of the Genesys Cloud Contact Centre Service, may impair the provision of high quality services to others and/or



indicate unauthorised use of the Genesys Cloud Contact Centre Service, in which case your use may be suspended. You acknowledge and agree that you alone decide the content and timing of your telephone calls.

- 8.1.8 **Warranties:** BT warrants that the Genesys Cloud Contact Centre Service will function substantially as detailed in applicable service descriptions set out in the Order. If you become aware of any warranty breach you must notify BT in writing. Your sole and exclusive remedy for a breach of warranty shall be either: (i) allow BT to modify the Genesys Cloud Contact Centre Service to conform to the service descriptions; or (ii) allow BT to provide a workaround solution that will reasonably meet your requirements. If neither option is commercially reasonable, BT may terminate this Contract and refund any pre-paid, unused Charges.
- 8.1.9 **Warranty Disclaimer:** EXCEPT AS EXPRESSLY PROVIDED IN PARAGRAPH 8.1.8 (WARRANTIES), ALL SERVICES AND OTHER MATERIALS OF ANY KIND, INCLUDING ANY AND ALL THIRD PARTY PRODUCTS, DELIVERABLES, CUSTOMISATIONS, HARDWARE, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND SUPPLIER SERVICES, ARE PROVIDED “AS IS.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, BT (AND OUR BUSINESS PARTNERS, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS) DISCLAIM ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS OR OTHERWISE (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, QUIET ENJOYMENT, TIMELINESS, COMPLETENESS, OR ACCURACY). WITHOUT LIMITING THE FOREGOING, BT OR ITS SUPPLIER DOES NOT WARRANT THAT USE OF ANY MATERIALS OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFECTS IN ANY SERVICES OR MATERIALS OF ANY KIND WILL BE CORRECTED. YOU ASSUME ALL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES OR OTHER MATERIALS NECESSARY TO ACHIEVE YOUR INTENDED RESULTS. TO THE EXTENT THAT WE CANNOT DISCLAIM A WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.
- 8.1.10 BT OR ITS SUPPLIER SHALL HAVE NO WARRANTY OBLIGATIONS TO THE EXTENT A CLAIM AROSE FROM THE EXCLUSIONS. FURTHER, THE REMEDIES SET FORTH IN PARAGRAPH 8.1.8 (WARRANTIES) ARE YOUR SOLE AND EXCLUSIVE REMEDY(IES) FOR ANY BREACH OF THE FOREGOING WARRANTIES AND TO THE EXTENT THAT ANY OTHER AGREEMENT BETWEEN US IS DETERMINED BY A COURT TO PROVIDE FOR A DIFFERENT REMEDY, THIS CONTRACT SHALL CONTROL.
- 8.1.11 **Appfoundry:** In the event you, or BT on your behalf, purchases third party products and services through the AppFoundry website, you will be required to accept the supplier’s terms and conditions prior to activating your license to the AppFoundry product. Your use of the AppFoundry products is subject to such supplier terms and conditions, and not the terms and conditions of this Contract. Neither BT, nor its Supplier, is a party to the terms and conditions governing AppFoundry products, and all claims with respect to such AppFoundry products will be made with the relevant supplier. By consuming an AppFoundry product, you are granting BT and its Supplier permission to share your Genesys Cloud Contact Centre Service configuration and user information with the AppFoundry supplier, only to the extent such information is required by the AppFoundry supplier in order to provide the product.

8.2 Provision of the Genesys Cloud Contact Centre Service

- 8.2.1 The Genesys Cloud Contact Centre Service will be available 24 hours a day, 7 days a week, except for:
- (a) occasional planned downtime at non-peak hours (for which you will receive advance notice);
 - (b) any unavailability caused by circumstances beyond our reasonable control, including failure or delay of your Internet connection, misconfiguration by you or any third party, issues on your network, or telecommunications services contracted by or for you; and
 - (c) unavailability as a result of the actions of AWS, including
 - (i) any maintenance or planned downtime of the AWS services;
 - (ii) any fault or failure of the AWS services;
 - (iii) AWS either terminating or suspending the AWS customer agreement or your use of AWS services.
- 8.2.2 Subject to the confidentiality provisions of the Contract, nothing in this Schedule precludes or limits BT, our business partners, licensors, or suppliers in any way from
- (a) providing materials or services that are similar to materials or services provided or contemplated in this Schedule; or
 - (b) developing deliverables or other materials or services that are similar to or compete with any materials or services developed as a result of this Schedule, regardless of their similarity to any Materials.
- BT and our business partners, licensors, or suppliers are free to use any concepts, processes, techniques, improvements or other know-how developed in the course of performance of this Schedule (even if similar



to materials, products and services provided hereunder) free from any use restriction or payment obligation. For the avoidance of doubt, but subject to this Contract, including this Paragraph 8.2.2, BT does not claim any rights to your Confidential Information.

8.3 Compliance

8.3.1 You represent and warrant that:

- (a) neither you, nor any Affiliate, are on any government-issued list of restricted persons or entities including the U.S. Commerce Department Entity List, Denied Persons List or Unverified List, the U.S. Treasury Department Specially Designated Nationals and Blocked Persons List, and the U.S. State Department Debarred Parties List; and
- (b) you will not export or re-export, directly or indirectly, any services, products, or Materials or Confidential Information of any kind provided by BT or its Supplier to any countries outside the United States except as permitted under the U.S. Commerce Department's Export Administration Regulations.

8.3.2 The products contain Commercial Computer Software under Federal Government Acquisition Regulations and agency supplements to them and are provided to the Federal Government and its agencies only under the Restricted Rights Provision of the Federal Acquisition Regulations applicable to commercial computer software developed at private expense and not in the public domain.

8.4 Minimum Period of Service and Renewal Periods

8.4.1 At the end of the Minimum Period of Service, unless one of us gives Notice to the other of an intention to terminate the Genesys Cloud Contact Centre Service in accordance with the Contract:

- (a) BT will continue to provide the Genesys Cloud Contact Centre Service for a Renewal Period;
- (b) Subject to Paragraph 8.4.2, BT will continue to invoice you the Charges set out in the Order from expiry of the Minimum Period of Service unless amended and agreed in writing by both of us prior to the end of the Minimum Period of Service; and
- (c) both of us will continue to perform each of our obligations in accordance with the Contract.

8.4.2 Where you enter into a Minimum Period of Service of 36 months or longer you agree that for any subsequent Renewal Period (if you have entered into a 36 month Minimum Period of Service) or annually after 36 months (if your Minimum Period of Service is longer than 36 months) your Charges will increase each year by the greater of a) 3% or b) the annual percentage increase in the Consumer Price Index (CPI) rate figure published by the Office for National Statistics in the UK in January of that year.

8.4.3 If either of us gives Notice to the other of an intention to terminate the Genesys Cloud Contact Centre Service, BT will cease delivering the Genesys Cloud Contact Centre Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.

8.5 Your data on termination

8.5.1 You are responsible for retrieval of all Customer Data from the Genesys Cloud Contact Centre Service prior to any termination.

8.5.2 An extension to allow for your retrieval of Customer Data may be granted provided the following:

- (a) such extension period is limited to a maximum of thirty days;
- (b) you must provide advanced written notice to BT prior to the expiration or termination of the Contract or the Genesys Cloud Contact Centre Service; and
- (c) additional fees may apply.

8.5.3 BT will charge you for the Usage Charges for your usage during that 30 days' extension period.

8.6 Customer Target Date

8.6.1 If you request a change to the Genesys Cloud Contact Centre Service or any part of the Genesys Cloud Contact Centre Service, then BT may revise the Customer Target Date to accommodate that change.

8.6.2 BT may expedite delivery of the Genesys Cloud Contact Centre Service for operational reasons or in response to a request from you, but this will not revise the Customer Target Date.

8.7 Access to Emergency Services

8.7.1 BT may not be able to provide the ability for Users to call the emergency services by dialling "999" or "112" (or any other emergency services number generally recognised in the country the Genesys Cloud Contact Centre Service is being provided) and you may need to make alternative arrangements for Users, including the maintenance of a fixed telephone number.

8.8 Billing Commencement



- 8.8.1 The billing of Genesys Cloud Contact Centre Service commences when any of your billable Users log in to the Genesys Cloud Platform. This may be during the Ramp Period and BT will invoice you only for Users logged in during the Ramp Period. From commencement of the Minimum Period of Service you are contracted to a minimum number of licenses you chose in the Order, for a Minimum Period of Service and any subsequent Renewal Period(s).
- 8.9 Invoicing**
- 8.9.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges in the amounts set out in any applicable Order:
- (a) Installation Charges (sometimes referred to in Orders as set up charges), on the Service Start Date, or where the installation period is estimated to be longer than one month, monthly in arrears starting from when you place an Order until the Service Start Date;
 - (b) Recurring Charges, except Usage Charges, monthly in arrears;
 - (c) Usage Charges, monthly in arrears on the first day of the relevant month, calculated at the then current rates; and
 - (d) Professional Services Charges.
- 8.9.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:
- (a) Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
 - (b) Charges for commissioning the Genesys Cloud Contact Centre Service in accordance with Paragraph 10.2 outside of Business Hours;
 - (c) Charges for expediting provision of the Genesys Cloud Contact Centre Service at your request after BT has informed you of the Customer Target Date;
 - (d) if applicable, De-installation Charges;
 - (e) any Termination Charges incurred in accordance with Paragraph 8.10 upon termination of the Genesys Cloud Contact Centre Service; and
 - (f) any other Charges as set out in any applicable Order or as otherwise agreed between both of us.
- 8.10 Termination Charges**
- 8.10.1 If you terminate the Contract or the Genesys Cloud Contact Centre Service for convenience in accordance with Clause 17 of the General Terms you will pay BT:
- (a) all outstanding Charges or payments due and payable under the Contract;
 - (b) De-installation Charges;
 - (c) any other Charges as set out in any applicable Order; and
 - (d) any charges reasonably incurred by BT from a Supplier as a result of the early termination.
- 8.10.2 In addition to the Charges set out at Paragraph 8.10.1 above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT:
- (a) 100 per cent of the Recurring Charges for any remaining months of Minimum Period of Service or the Renewal Period; and
 - (b) any waived Installation Charges.
- 8.11 PCI DSS Compliance Obligations**
- The Genesys Cloud Contact Centre Service is not compliant with PCI DSS nor is it designed or intended to be and you will not use the Genesys Cloud Contact Centre Service for the processing, storage or transmission of any Cardholder Data or any data that is subject to PCI DSS.
- 8.12 Modifications to websites**
- 8.12.1 Any websites referenced in this Schedule or Order may be modified at any time by posting a revised version on the Genesys Cloud Website and by otherwise notifying you in accordance with the Contract. The modified terms will become effective upon posting or, if notified by email, as stated in the email message. By continuing to use the Genesys Cloud Contact Centre Service after the effective date of any modifications to such websites, you agree to be bound by the modified terms.
- 8.12.2 If the Supplier materially decreases any of the obligations or the functionality of the Genesys Cloud Contact Centre Service, BT will either obtain your consent or you may terminate the Genesys Cloud Contact Centre Service by giving written notice within 30 days of the effective date of the applicable modification. Any such termination shall be effective 30 days after BT receives written notice from you.
- 8.12.3 Any modification to this Contract outside of one of the referenced web links requires written mutual consent.
- 8.13 Amendments to the General Terms** - these amendments apply only in relation to the provision of the Genesys Cloud Contact Centre Service:



- 8.13.1 The wording in Clause 12.3 of the General Terms is deleted and replaced with the following:
- ‘12.3 You will not, and will not permit or authorise any third party to:
- 12.3.1 sell, rent, lease, sublicense or otherwise make the Materials available to any third party except as expressly authorised by this Contract;
 - 12.3.2 modify or create any derivative works, functionally equivalent works, or translations of the Materials;
 - 12.3.3 copy any feature, design or graphic in, or disassemble, reverse engineer or decompile the Materials;
 - 12.3.4 access or use the Materials to compete with any of the Services being provided to you or to assist anyone else in doing so;
 - 12.3.5 remove or modify any proprietary markings or restrictive legends placed on any Materials;
 - 12.3.6 take any action that jeopardises BT’s rights or the rights of BT’s business partners, licensors or suppliers in any Materials;
 - 12.3.7 use the Materials in a manner that is defamatory, harassing, hateful, infringing or otherwise causes damage or injury to any person, group, or property;
 - 12.3.8 use the Materials to transmit viruses or other deleterious code;
 - 12.3.9 perform unauthorised penetration testing or vulnerability scans;
 - 12.3.10 damage, disable, overburden or impair the Materials or any other party’s use of the Materials; or
 - 12.3.11 violate any laws.’
- 8.13.2 The wording in Clause 12.5 of the General Terms is deleted and replaced with the following:
- ‘12.5 Subject always to your compliance with Clause 22.7, BT, or BT’s supplier, will pay to defend you at BT’s expense and indemnify you for any amounts awarded against you in a final judgment or settlement approved by BT, with respect to any claims by a third party that the unaltered Services, as originally delivered to you, infringe or misappropriate any valid and enforceable patents, copyright registrations, federal trade dress registrations and federal trademark trade mark registrations of such third party which are enforceable in signatory countries to the Berne Convention. We may at any time and at our option and expense: (i) obtain for you a license to continue to use the element of the Services that is alleged to infringe a third party’s rights; (ii) modify the Services so as to avoid infringement while preserving substantially equivalent functionality; or (iii) terminate the Contract and the licenses granted hereunder and refund to you the prepaid and unused fees covering the remainder of the term of the applicable Order.’
- 8.13.3 The wording in Clause 12.7 of the General Terms is deleted and replaced with the following:
- ‘12.7 You will defend BT and our Affiliates and licensors at your expense, indemnify BT and our Affiliates against any judgments finally awarded by a court, and pay any settlements approved by you, with respect to any claims: (i) that Customer Data and/or your method or process of doing or conducting business infringes any intellectual property rights of a third party; (ii) arising from your non-compliance with the Contract; or (iii) any circumstances arising under the Exclusions.’
- 8.13.4 A new Clause 12.11 is added as follows:
- ‘12.11 You are responsible for any use of the Materials by your Affiliates. You take full responsibility for ensuring that all of your personnel, third party service providers, and all other third parties that access or use the Services comply with this Contract, and you will be liable for their acts and omissions.’
- 8.13.5 A new Clause 12.12 is added as follows:
- ‘12.12 BT SHALL HAVE NO DEFENSE, WARRANTY OR INDEMNIFICATION OBLIGATIONS TO THE EXTENT ANY CLAIM(S) AROSE FROM AN EXCLUSION(S). FURTHER, CLAUSE 12 STATES THE ENTIRE LIABILITY AND OBLIGATION OF BT, AND OUR LICENSOR OR SUPPLIER, AND YOUR SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE SERVICES, OR ANY PART THEREOF, OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.’
- 8.13.6 The suspension right set out in Clause 15.1.4(b) shall also apply if BT or its Supplier believes there is an imminent compromise to the security or integrity of the Supplier environment.
- 8.13.7 A new Clause 21.3 is added as follows:
- ‘21.3 If you terminate this Contract in accordance with Clause 18, as your sole and exclusive remedy, BT will refund any pre-paid, unused fees for the Services’.
- 8.13.8 The wording in Clause 22.7 of the General Terms is deleted and replaced with the following:



‘22.7 A party entitled to indemnification (“Indemnified Party”) will promptly notify the other party (“Indemnifying Party”) of any claim, at the Indemnifying Party’s expense, and provide reasonable assistance to the Indemnifying Party with respect to handling the claim. Failure to provide timely notice or reasonable assistance will relieve the Indemnifying Party of its indemnification obligations to the extent that the Indemnifying Party has been materially prejudiced thereby. The Indemnifying Party will have the sole right to defend and settle any claim (except that the Indemnifying Party may not agree to any settlement that does not unconditionally release the Indemnified Party, without the Indemnified Party’s prior written consent). The Indemnified Party will be entitled to participate in the defense of a claim and to employ legal representation at its own expense to assist in the handling of a claim.’

8.13.9 The wording in Clause 26.1 of the General Terms is deleted and replaced with the following:

‘26.1 Unless set out otherwise in a Schedule, BT may assign the benefit of the Contract to an Affiliate by giving you Notice, but if BT chooses to assign the benefit of the Contract to an entity that is not an Affiliate, BT will need to get your permission in writing beforehand.’

8.13.10 The wording in Clause 26.6 of the General Terms is deleted and replaced with the following:

‘26.6 BT can assign or transfer its right to collect payments, receivables or other assets arising as a result of the Contract.’

8.13.11 The definition of Customer Data is added to the definitions as follows:

“**Customer Data**” means your proprietary information and information about your customers (including Personal Data) submitted through the Service by you or your Users. Customer Data does not include the anonymised data used to make Service Improvements.’

8.13.12 The definition of Exclusions is added to the definitions as follows:

“**Exclusions**” are claims arising from any of the following conditions, which are deemed excluded from, and that terminate, BT or the supplier’s warranty, defense or indemnity obligations:

- (a) your use of Materials in combination with any non-BT or supplier equipment, software, services, processes, data or materials;
- (b) your non-compliance with this Contract or any service description or features referenced in an Order;
- (c) your use of Materials after receipt of notice from BT to discontinue such use, including your failure to use modifications provided by BT;
- (d) the development or use of any alteration, derivation, modification or customisation of the Materials;
- (e) BT’s compliance with your requests or instructions or the use of any materials or data provided by you;
- (f) your business method(s) or process(es); or
- (g) your content or Customer Data.’

8.13.13 The definition of Materials is added to the definitions as follows:

“**Materials**” means all trademarks, service marks, patents, copyrights, trade secrets and other Intellectual Property Rights in any and all of the Software, hardware, documentation (including user manuals and service descriptions), and any other materials, products or services provided to you or used in providing the Services to you.’

8.13.14 The definition of Service Improvements is added to the definitions as follows:

“**Service Improvements**” if applicable has the meaning set out in the Schedule.’

8.14 **Service Improvements:** BT or its Supplier may aggregate data and information related to the performance, operation and use of the Genesys Cloud Contact Centre Services to create statistical analyses, to perform benchmarking, to perform research and development and to perform other similar activities (“**Service Improvements**”). BT will not incorporate Customer Data in Service Improvements in a form that could identify you or your customers. BT will use Industry Standard techniques to anonymise Customer Data prior to performing Service Improvements unless otherwise consented to by you. Customer Data will, at all times, be subject to the security controls set forth in this Contract. BT or its Supplier retains all intellectual property rights in Service Improvements and may make them publicly available.

8.15 **Additional rights and restrictions**

8.15.1 You may not assign or otherwise transfer any of your rights or obligations under this Contract without prior written consent, which will not be unreasonably withheld. Any attempted assignment in breach of this Paragraph is void. You understand and agree that third parties may provide products and services to you in connection with the Genesys Cloud Contact Centre Services, and you may be billed for such. Additionally, in order to comply with international tax codes, billing rights may be assigned to international subsidiaries in the event that you use the Genesys Cloud Contact Centre Services outside of the country that your registered entity is located in that enters into this Contract.



- 8.15.2 BT's benefits, rights and obligations related to the conditions of use of the Genesys Cloud Contact Centre Service, warranty disclaimers, indemnification, limits and exclusions of liability, confidentiality and compliance with Applicable Law shall extend to BT's Affiliates, Related Parties, business partners, licensors and service providers.
- 8.15.3 Both parties acknowledge that the Supplier and its Affiliates are intended third-party beneficiaries of this Contract and that no other third-party beneficiary relationships are created by this Contract.
- 8.15.4 BT or the Supplier and its Affiliates, licensors and suppliers (as applicable) own all rights in all the derivative work of the Materials and any copy, translation, modification, adaptation or derivation (including any improvement or development) of such Materials.

9 Terms applicable to the provision of the Genesys Cloud Contact Centre Service in Australia

- 9.1 You:
 - 9.1.1 acknowledge and agree that the Genesys Cloud Contact Centre Service may permit calls to be made to Australian 000 services or other emergency services, and that it may be required to provide location information to emergency services;
 - 9.1.2 must comply with all applicable laws, regulations, determinations and codes in relation to Australian emergency calls (for example, 000);
 - 9.1.3 are solely responsible for determining if it is appropriate for you to obtain a separate emergency telephone service to enable you to make Australian emergency calls to 000 or other emergency services;
 - 9.1.4 acknowledge that you are responsible for using any required security features to protect sensitive personal information; and
 - 9.1.5 acknowledge and agree that BT, BT's business partners, licensors, or suppliers, do not guarantee the performance or otherwise of the Genesys Cloud Contact Centre Service in relation to any calls that may be made to Australian 000 services or other emergency services.
- 9.2 You are responsible for ensuring that all emergency calls are:
 - 9.2.1 carried by an appropriate carriage service to the relevant termination point;
 - 9.2.2 routed with the highest priority; and
 - 9.2.3 are capable of being successfully connected.
- 9.3 You agree that, other than as required by law, BT, BT's business partners, licensors, or suppliers are not responsible for the performance or otherwise of the Genesys Cloud Contact Centre Service in respect of calls made to Australian 000 services or other emergency calls.



Part B – Service Delivery and Management

10 BT's Obligations

10.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Genesys Cloud Contact Centre Service, BT will:

- 10.1.1 provide you with contact details for the Service Desk;
- 10.1.2 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that you have notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract;
- 10.1.3 confirm to you expected Customer Target Date; and
- 10.1.4 provide any Professional Services as selected by you in the Order to support provision of the Genesys Cloud Contact Centre Service for your use.

10.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 10.2.1 configure the Genesys Cloud Contact Centre Service;
- 10.2.2 conduct a series of standard tests on the Genesys Cloud Contact Centre Service to ensure that it is configured correctly;
- 10.2.3 connect the Genesys Cloud Contact Centre Service to each Enabling Service; and
- 10.2.4 on the date that BT has completed the activities in this Paragraph 10.2, confirm to you that the Genesys Cloud Contact Centre Service is available for performance of any Acceptance Tests in accordance with Paragraph 11.2.

10.3 During Operation

On and from the Service Start Date, BT:

- 10.3.1 will use reasonable endeavours to resolve Incidents reported to the Service Desk. BT will not provide support to you for, and you may not report any Incidents in relation to, any voice calls that you route over the Internet;
- 10.3.2 will not be responsible for your Genesys Cloud Information, nor will BT be reviewing or editing your Genesys Cloud Information;
- 10.3.3 may, where BT believes that any part of Genesys Cloud Information is illegal, inappropriate or expose BT to any risk, delete that part of Genesys Cloud Information; and
- 10.3.4 may, in the event of a security breach affecting the Genesys Cloud Contact Centre Service, require you to change any or all of your passwords.

10.4 The End of the Service

On expiry or termination of the Genesys Cloud Contact Centre Service by either of us, BT will:

- 10.4.1 terminate your right to access the Genesys Cloud Contact Centre Service; and
- 10.4.2 remove your accounts and associated data, including any Content and Genesys Cloud Information, from the Genesys Cloud Platform.

11 Your Obligations

11.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Genesys Cloud Contact Centre Service, you will:

- 11.1.1 provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Genesys Cloud Contact Centre Service;
- 11.1.2 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
- 11.1.3 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:
 - (a) inform your Users that as part of the Genesys Cloud Contact Centre Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
 - (b) ensure that your Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required); and



- (c) agree that BT will not be liable for any failure by you to comply with this Paragraph 11.1.3, 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 11.1.3;
 - 11.1.4 ensure that the LAN protocols and applications you use are compatible with the Genesys Cloud Contact Centre Service;
 - 11.1.5 ensure your environment complies with the Genesys Cloud Environment Checklist prior to the Service Start Date and ensure your environment is maintained in line with those requirements.
 - 11.1.6 ensure that neither you, any Affiliate, or any User are on any government-issued list of restricted persons or entities including the Commerce Department Entity List, Denied Persons List or Unverified List, the Treasury Department Specially Designated Nationals and Blocked Persons List, and the State Department Debarred Parties List.
- 11.2 Acceptance Tests**
- 11.2.1 You will carry out the Acceptance Tests for the Genesys Cloud Contact Centre Service within five Business Days after receiving Notice from BT in accordance with Paragraph 10.2.4 (“**Acceptance Test Period**”).
 - 11.2.2 The Genesys Cloud Contact Centre Service is accepted by you if you confirm acceptance in writing during the Acceptance Test Period or is treated as being accepted by you if you do not provide BT with Notice to the contrary by the end of the Acceptance Test Period.
 - 11.2.3 Subject to Paragraph 11.2.4, the Service Start Date will be the earlier of the following:
 - (a) the date that you confirm or BT deems acceptance of the Genesys Cloud Contact Centre Service in writing in accordance with Paragraph 11.2.2; or
 - (b) the date of the first day following the Acceptance Test Period.
 - 11.2.4 If, during the Acceptance Test Period, you provide BT Notice that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and provide you Notice that BT has remedied the non-conformance and inform you of the Service Start Date.
- 11.3 During Operation**
- On and from the Service Start Date, you will:
- 11.3.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
 - 11.3.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;
 - 11.3.3 monitor and maintain any Customer Equipment connected to the Genesys Cloud Contact Centre Service or used in connection with a Genesys Cloud Contact Centre Service;
 - 11.3.4 ensure that any Customer Equipment that is connected to the Genesys Cloud Contact Centre Service or that you use, directly or indirectly, in relation to the Genesys Cloud Contact Centre Service is:
 - (a) connected using the applicable BT Network termination point, unless you have BT’s permission to connect by another means;
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the Genesys Cloud Contact Centre Service and will not harm or damage BT Equipment, the BT Network, or any of BT’s suppliers’ or subcontractors’ network or equipment; and
 - (d) 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 Equipment;
 - 11.3.5 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer 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 you are contacted by BT about such material,and redress the issues with the Customer Equipment prior to reconnection to the Genesys Cloud Contact Centre Service;
 - 11.3.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users’ access to the Genesys Cloud Contact Centre Service;
 - 11.3.7 keep passwords or other identification codes for Genesys Cloud Contact Centre Service secure;
 - 11.3.8 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Genesys Cloud Contact Centre Service and:
 - (a) immediately terminate access for any person who is no longer a User;



- (b) inform BT immediately if a 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;
 - (c) take all reasonable steps to prevent unauthorised access to the Genesys Cloud Contact Centre Service;
 - (d) satisfy BT's security checks if a password is lost or forgotten; and
 - (e) change any or all passwords or other systems administration information used in connection with the Genesys Cloud Contact Centre Service if BT requests you to do so in order to ensure the security or integrity of the Genesys Cloud Contact Centre Service;
- 11.3.9 not use and will ensure that your Users will not use the Genesys Cloud Contact Centre Service in an unauthorised manner; you will be liable for all Charges incurred by an unauthorised use of the Cloud Contact Genesys Cloud;
- 11.3.10 comply, and make sure your Users comply with the policies set out in Paragraph 8.1.5; and
- 11.3.11 be responsible for all information, materials and content associated with Genesys Cloud Contact Centre Service ("**Genesys Cloud Information**") and ensure that all Genesys Cloud Information is accurate, complete and compatible with all Applicable Laws and regulations.
- 11.4 **The End of the Service**
- 11.4.1 On expiry or termination of the Genesys Cloud Contact Centre Service by either of us, you will no longer be able to access to the Genesys Cloud Contact Centre Service.
- 11.4.2 You will ensure you request any extension to retain your data in accordance with Paragraph 8.5.
- 11.4.3 Within five days after termination you will either:
- (a) return the Materials and all copies; or
 - (b) destroy the Materials and all copies and confirm in writing that they have been destroyed.

12 Notification of Incidents

Where you become aware of an Incident:

- 12.1 the Customer Contact will report it to the Service Desk;
- 12.2 BT will give you a Ticket;
- 12.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
- 12.3.1 you confirm that the Incident is cleared within 24 hours after having been informed; or
 - 12.3.2 BT has attempted unsuccessfully to contact you, in the way agreed between both of us in relation to the Incident, and you have not responded within 24 hours following BT's attempt to contact you.
- 12.4 If you confirm that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.
- 12.5 Where BT becomes aware of an Incident, Paragraphs 12.2, 12.3 and 12.4 will apply.



Part C – Target Service Levels

Service Levels are not applicable as standard. If they apply they will be set out in the Order.



Part D – Defined Terms

13 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading this Schedule.

“Acceptance Test Period” has the meaning given in Paragraph 11.2.1.

“Acceptance Tests” means those objective tests conducted by you that when passed confirm that you accept the Genesys Cloud Contact Centre Service and that the Genesys Cloud Contact Centre Service is ready for use save for any minor non-conformities that will be resolved as an Incident in accordance with Paragraphs 10.3.1.

“AppFoundry” is the Supplier marketplace website where you, or BT on your behalf, may purchase third party software applications to integrate with the Genesys Cloud Contact Centre Services.

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

“Cardholder Data” means the unique payment card number (typically for credit or debit cards) that identifies the issuer and the particular cardholder account. Cardholder data may also include any of the following: cardholder name, expiration date, service code or Sensitive Authentication Data.

“Cloud Contact Genesys Firewall” means the firewall used to protect the Genesys Cloud Platform against unauthorised access.

“Genesys Cloud Contact Centre Service” has the meaning given in Paragraph 1.

“Content” means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.

“Customer Equipment” means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with a Genesys Cloud Contact Centre Service.

“Customer Target Date” means the target date provided by BT on which delivery of the Genesys Cloud Contact Centre Service (or each part of the Genesys Cloud Contact Centre Service, including to each Site) is due to start.

“De-installation Charges” means the charges payable by you on de-installation of the Genesys Cloud Contact Centre Service that are equal to the then current rates for Installation Charges on the date of de-installation.

“Edge Server” means a telephony server that handles media processing, SIP, and telephony services by combining a powerful media server, SIP registrar, and SIP proxy into a single survivable appliance.

“Enabling Service” has the meaning given in Paragraph 6.1.

“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.

“Genesys Cloud Environment Checklist” means a list of requirements your environment needs to comply with, available under the following link: <https://help.mypurecloud.com/articles/customer-network-readiness/> that BT notifies you of.

“Genesys Cloud Information” has the meaning given in Paragraph 11.3.11.

“Genesys Cloud Platform” means a set of computer programs, servers and firewalls hosted in BT Data Centres that allows you to access the Genesys Cloud Contact Centre Service.

“Genesys Cloud Package” means one of the Standard Service Components as set out in Paragraph 2.1 as more fully described in the Order.

“Genesys Cloud Plan” means Genesys Cloud Package you chose, type of model selected (named or concurrent) and Service Options selected in any applicable Order.

“Genesys Cloud Website” means the website used to access the Genesys Cloud Contact Centre Service and any successor or related site designated by the Supplier.

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

“Industry Standard” means generally accepted cloud information security practices as reflected in the Genesys Cloud Contact Centre Service security policies and procedures.

“Installation Charges” means those Charges set out in any applicable Order in relation to installation of the Genesys Cloud Contact Centre Service or any Customer Equipment or BT Equipment as applicable.

“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 responses.

“Local Area Network” or **“LAN”** means the infrastructure that enables the ability to transfer IP services within Site(s) (including data, voice and video conferencing services).



“Minimum Period of Service” means a period of 12, 24 or 36 consecutive months, as selected in any applicable Order, beginning after the Ramp Period, unless set out otherwise in any applicable Order.

“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.

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

“Ramp Period” means a period of time intended to allow you to implement the Genesys Cloud Contact Centre Service. The Ramp Period shall be ninety days, unless otherwise provided in the Order, and shall begin upon BT’s acceptance of the Order.

“Recurring Charges” means the Charges for the Genesys Cloud Contact Centre Service or applicable part of the Genesys Cloud Contact Centre Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.

“Related Parties” means a party’s past, present and future officers, directors, employees, and other personnel, agents, insurers, reinsurers, servants, attorneys, parent company, subsidiaries and Affiliates.

“Renewal Period” means for each Genesys Cloud Contact Centre Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

“Service Desk” means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the Genesys Cloud Contact Centre Service.

“Service Improvements” has the meaning set out in Paragraph 8.14.

“Service Management Boundary” has the meaning given in Paragraph 5.1.

“Service Options” means any additional add-ons or features set out in the Order.

“SIP” means Session Initiation Protocol.

“Site” means a location at which the Genesys Cloud Contact Centre Service is provided.

“Standard Service Components” has the meaning given in Paragraph 2.

“Supplier” means Genesys Europe B.V., having its principal place of business at Genesys Europe B.V. Gooimeer 6 - 02, 1411 DD Naarden, The Netherlands.

“Telephony” means the electronic transmission of speech or other sound between points, with or without the use of wires.

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

“Usage Charges” means the Charges for the Genesys Cloud Contact Centre Service or applicable part of the Genesys Cloud Contact Centre Service that are calculated by multiplying the volume of units that you used or incurred in a period (e.g. number of agents using the Genesys Cloud Contact Centre Service, or the number of minutes the Genesys Cloud Contact Centre Service was used for) with the relevant fee as set out in any applicable Order.