



Webex Calling with BT

Schedule to the General Terms

1 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.

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.

“Administrator” means the customer's designated employee who has rights and responsibilities to change/modify the Service via the Control Hub;

“Agreement” means collectively this Webex Calling with BT Schedule, the Order and the General Terms and is also known as the Contract.

“Analogue Telephony Adapter” or **“ATA”** means a device located at the Site that provides an interface to a line powered analogue telephone or a local mains powered telephone, typically a DECT cordless telephone, and performs the conversion to VoIP media and signalling, and onward transmission to an Ethernet interface.

“Auto Attendant” means a fully-featured automated attendant that is customisable to suit the needs of the Customer. The Auto Attendant provides a number of different call management elements that can be combined to customise how the system handles calls and collects input from callers.

“BT Equipment” means any equipment and any related Software that BT owns or that is licensed to BT and that BT uses to provide the Service.

“BT Network” means the telecommunications network owned or leased by BT and used to provide the Service.

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

“CBIBO” means centralised break-in and break-out for incoming and outgoing calls.

“Cessation Allowance” means an allowance that the Customer is entitled to exercise during the Minimum Period of Service, such that the Customer is unilaterally permitted to cease zero, (0), percent of the total Contracted User Volumes (Professional Users and Workspace Users) per Contract Year without any Termination Charges. For any User volumes that are ceased over and above the Cessation Allowance Termination Charges will apply as specified in Paragraph 11.

“Charges” means the charges that are payable in relation to the Service, as the same are specified in the Order, or calculated in accordance with the terms set out in this Schedule.

“Cisco Unified IP Phone” means an Internet Protocol telephone manufactured by Cisco.

“CLI” means calling line identity.

“Contract Year” means (a) for the purposes of the Cessation Allowance each consecutive period of 12 months starting from the Service Start Date of the first Site installed (or the date specified in the Order, whichever is later); and (b) in relation to the calculation of Termination Charges each consecutive rolling period of 12 months starting from the Service Start Date of each Site installed (or the date specified in the Order, if later).

“Contracted User Volume” means a) for the first Contract Year the total number of Professional Users and Workspace Users set out in the initial Order that the Customer has committed to; and b) for all remaining Contract Years the total number of Professional Users and Workspace Users at the start of that Contract Year.

“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.

“Control Hub” means an application which provides analytics and allows the user to make changes, via a portal, to their service, e.g. add users, delete users, modify users.

“Customer” means the legal entity set out on the Order or signature page of this Agreement and may also be referred to as **“you”** in the General Terms.

“Customer Contact” means the contact details of the individual(s) who are authorised to act on behalf of the Customer for service management matters.

“Customer Equipment” means any customer owned or provided equipment to be used in conjunction with the Service.

“Data Capture Form” or **“DCF”** means a BT form that sets out specific requirements for the Service as agreed between the Customer and BT which forms part of the Order. It also includes the data as captured and used as part of the bulk load capability and the data captured in Solutions Builder.

“Domain Name” means a readable name on an Internet page that is linked to a numeric IP Address.



“**Dubber Voice Recording**” means the third party cloud based voice recording capability that can be activated from the Control Hub.

“**Emergency Services**” means the ability for Users to place a call to a public emergency system.

“**Ethernet**” means a family of computer networking technologies for LANs.

“**Features**” means the components that make up the Service.

“**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.

“**Headsets**” means a set of headphones, typically with a microphone attached, used with an IP handset.

“**Hoteling**” means that Users are allowed to temporarily access their User configuration such as speed dials, from another User’s Cisco Unified IP Phone.

“**IM&P**” means instant messaging and presence.

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

“**IP Address**” means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.

“**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, and for relaying datagrams across network boundaries.

“**IP Handsets**” means any IP telephone that’s compatible with the Service.

“**LAN**” means a local area network.

“**LBIBO**” means local break-in and break-out for incoming and outgoing calls.

“**Maintenance**” means any work on the BT Network or Service, including to maintain, repair or improve the performance of the BT Network or Service.

“**Minimum Period of Service**” means a period of Contract Year(s) specified in the Order, measured per Site from the Service Start Date or date set out in the Order whichever is later.

“**Multi-Platform Phones**”, “**MPP**” are physical Cisco manufactured phones which can be used on a variety of platforms including Webex Calling with BT.

“**Order**” means any order for the Service that references and incorporates the Agreement.

“**PBX**” means private branch exchange.

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

“**Professional User**” means a User with up to five configured devices of which a maximum of one IP SIP or SCCP handset is permitted and up to four soft clients, (Webex App), on PC’s, laptop’s, IOS and Android, (the Webex App, where used for voice, is classified as a device).

“**Professional & Meetings User**” means a Professional User who also purchases Webex Meetings with BT service.

“**PSTN**” means the public switched telephone network.

“**PTSP**” means Public Telecommunications Service Provider, which is a provider of telecommunications services but excludes BT for the purposes of this Schedule.

“**Requirements Capture and Design**” or “**RCAD**” means a BT form that sets out specific requirements for the Service as agreed between the Customer and BT which forms part of the Order.

“**Service**” means Webex Calling with BT.

“**Service Desk**” means the helpdesk that the Customer is able to contact to submit service requests, report Incidents and ask questions about the Service.

“**Service Management Boundary**” or “**SMB**” means the demarcation point up to which BT will manage the Service, as described in Paragraph 6.

“**Service Options**” means those options selected by the Customer in the Order, which includes Professional User and Workspace User.

“**Service Start Date**” means the date when BT provides the Service to the Customer.

“**SIP**” means session initiation protocol.

“**Site**” means the Customer’s physical site address or business location to which BT agrees to provide the Service.

“**Solutions Builder**” means the high-level design tool that BT uses to design the Service based on the Customer’s requirements and Service boundaries.

“**Supplier Software**” means any Software provided by Cisco for use with the Service.

“**Time Related Charges**” or “**TRC**” means the hourly labour rate applicable for work to be undertaken by BT on behalf of the Customer.

“**Total Care Maintenance**” means that BT will provide 24/7/365 maintenance for the Service with:

- (a) a target of 4 hours to respond to any Incident reported on the Service by the Customer; and
- (b) a target of 24 hours to resolve any Incident reported on the Service by the Customer.



“**Unified Communications**” means the integration of real-time, enterprise, communication services with non-real-time communication services.

“**User(s)**” means an employee, including consultants or agency workers, who is configured as a Professional User or Workspace User (including, where applicable, a Professional & Meetings User). A User can also be a shared or unallocated device e.g. hot desk, lobby phone, fax and other peripheral devices, with no named employee.

“**Voice-over-Internet Protocol**” or “**VOIP**” means delivery of voice and multimedia communications over Internet Protocol.

“**Voicemail**” means a centralised system that stores messages from callers.

“**Webex App**” means a Cisco software application which enables IM&P communication and Voice calling from a mobile phone, PC, laptop or tablet.

“**Webex Calling with BT**” has the meaning given to it in Paragraph 2.1.

“**Workspace User**” means a User with a single configured voice device only for shared use and common area locations, (e.g. hot desk and lobby phone)

2 Service Description

- 2.1 Webex Calling with BT is a managed cloud PBX service providing calling and unified communication capabilities together with a range of PBX features which are accessed by the customer via the internet.
- 2.2 Webex Calling with BT consists of a range of Features and Service Options that can be combined in different ways to meet varying Customer requirements. The Service Options selected by the Customer are detailed on the Order and can be varied from time to time by the Customer through the Control Hub or agreed between the parties as required. Webex Calling with BT is designed to utilise a range of IP devices and the soft client Webex App. The Customer may:
 - (a) make on-net calls (within the Customer's network) as well as accept inbound and make outbound calls (which may be LBIBO or CBIBO depending on the break-out mechanism deployed) from any of their registered devices or User profiles.
 - (b) use a range of PBX-like Unified Communications features and services that are defined by the configuration options selected on the Data Capture Form.
- 2.3 The Service allows access to Emergency Services in accordance with Paragraph 3.
- 2.4 The Customer needs either an IP Handset or Webex App to use the Service together with internet access. IP Handsets are not included as part of the Service, however IP Handsets can be ordered separately from BT.
- 2.5 The Customer can request presentation of, or restriction of, its CLI from being presented to the destination. The Customer can also specify that its 'User provided CLI' is passed on to the destination. The Customer acknowledges and agrees that BT will not accept requests to restrict CLI on calls to the Emergency Services or where the laws and regulations require CLI to be presented. The Customer also accepts that where calls are passed to another operator BT accepts no responsibility for the onward operator's treatment of the CLI.

3 Access to Emergency Services

- 3.1 This Schedule does not include the terms and conditions for purchasing the voice service that can be provided in conjunction with the Service, and that will allow, among other things, access to Emergency Services.
- 3.2 The customer may buy the voice component from BT, by purchasing the BT GSIP service, or any other available voice service, under separate terms and conditions, or alternatively order a voice service from another SIP provider. In case the Customer uses the voice service of a third party, it acknowledges and accepts:
 - (a) that BT will not be responsible for any aspect related to the provision of the voice service, including with no limitation providing access to Emergency Services,
 - (b) that it must secure that the voice service it gets from the third party is fully compliant with the applicable voice services regulation including access to Emergency Services, compliance with CLI rules or legal interception and data retention provisions.
 - (c) to hold BT harmless for any damage of any type it may suffer for breach of regulation by this third party supplier.

4 Service Delivery

- 4.1 BT will use reasonable endeavours to provide the Service by the date or dates agreed with the Customer, but all dates are estimates.



- 4.2 When BT's provisioning work is complete, BT will conduct a set of standard tests to ensure that the Service configuration is functioning correctly. The Service Start Date occurs on successful completion of the tests. The customer will pay for any test calls made in setting up the service.
- 4.3 The Customer may request, by giving Notice to BT, an amendment to:
 - (a) an Order for the Service (or part of an Order) at any time prior to the applicable Service Start Date; or
 - (b) the Service at any time after the Service Start Date.
- 4.4 If the Customer exercises its right under Paragraph 4.3, and except where any amendment results from BT's failure to comply with its obligations, BT will, within a reasonable time, provide a written estimate to the Customer including:
 - (a) the likely time required to deliver the amended Service; and
 - (b) any variations to the Charges arising from the amendment.
- 4.5 BT has no obligation to proceed with any amendment requested by the Customer under Paragraph 4.3, unless and until the Parties have agreed in writing on the necessary changes to the Charges, implementation timetable and any other relevant terms to take account of the requested change.
- 4.6 Changes to requirements prior to the Service Start Date may result in a redesign of the Service and consequently affect delivery dates and Charges.
- 4.7 Changes to Service Options or Features following the Service Start Date will be subject to the Charges as outlined on the Order.
- 4.8 The Service will include planned engineering works and platform upgrades from time to time which will be done automatically.
- 4.9 The Customer will work with BT to provide accurate order information to enable the timely provision of the Service.

5 Customer Responsibilities

- 5.1 On and from the Service Start Date, the Customer will:
 - (a) be responsible for obtaining, deploying and maintaining all applications, software and Site terminating equipment required to use the Service including IP Handsets. The Customer must ensure that all such devices, applications and software conform to the current Webex Calling with BT build level and where devices are no longer supported by Cisco as a result of a mandatory platform upgrade the Customer has the responsibility to replace such devices with ones that comply with the latest build level including IP Handsets and Headsets. BT will advise the Customer in advance of any upgrade as to which devices will no longer be supported;
 - (b) be responsible for obtaining, deploying and maintaining suitable Internet access as defined by BT to each Site, with sufficient bandwidth to provide the Service effectively for the volume of Users at that Site, as well as a mechanism to prioritise or expedite the passage of real-time binary speech encodings where these are being transported with less time critical data traffic;
 - (c) ensure that any equipment used for the Service has access to an uninterrupted power supply. Any failure by the Customer to do this may impact Emergency Services call capability as well as any Service provided;
 - (d) obtain, deploy and maintain a LAN access at a Site between the Internet access point and the Webex Calling with BT termination equipment configured to prioritise or expedite the passage of real-time binary speech encodings where these are being transported with less time critical data traffic;
 - (e) ensure that the Customer Contact reports Incidents initially to the Service Desk using the agreed reporting procedures and will be available for all subsequent Incident management communications. The Customer Contact will:
 - (i) be available at all times and provide assistance and information during Service delivery;
 - (ii) be available after the Service Start Date in accordance with the Total Care Maintenance service; and
 - (iii) take Incident reports from Users, who will not contact BT directly;
 - (f) provide accurate location information associated with telephone numbers for all Users and IP devices.
 - (g) ensure that any Customer Equipment that is connected to the Service or that is used, directly or indirectly, in relation to the Service is:
 - (i) connected and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
 - (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 and Applicable Law;
- (h) immediately disconnect any Customer Equipment, or advise BT to do so at the Customer's expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- (i) be responsible for all Content displayed, uploaded, exchanged or transmitted on or through the Service;
- (j) maintain a list of current Users and immediately terminate access for any person who ceases to be an authorised User;
- (k) ensure the security, distribution, ongoing management, maintenance and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and:
 - (i) inform BT immediately if a User ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
 - (ii) take all reasonable steps to prevent unauthorised access to the Service;
 - (iii) satisfy BT's security checks if a password is lost or forgotten; and
 - (iv) if BT requests that the Customer should do so in order to ensure the security or integrity of the Service, change any or all passwords and/or other systems administration information used in connection with the Service.

BT reserves the right to suspend User ID and password access to the Service if BT considers that there is, or is likely to be, a breach of security.

- 5.2 BT and the Customer will agree on a delivery plan for all the Sites. The Customer must perform its obligations to ensure that the delivery plan timescales can be achieved.
- 5.3 The Customer acknowledges that the Service does not qualify as a full replacement of a PSTN service and that the Customer's PTSP is responsible for all obligations applicable to the provision of PSTN services.
- 5.4 If the Customer chooses to use the Service in conjunction with a third party SIP service, then the Customer must provide BT with written confirmation that it or its SIP supplier will comply with all regulatory obligations applicable to the provision of PSTN and Voice over IP (VOIP) services.
- 5.5 If the Customer uses LBIBO, it is responsible for ensuring that its PTSP provides network CLI in accordance with the regulatory provisions associated with outgoing and incoming voice traffic, and the rules and guidelines for CLI handling commonly accepted in the telecommunications carrier industry, and that its PTSP puts appropriate measures in place to enable Users to call the Emergency Services, to correctly identify the caller's location and to provide such location information to the proper Public Safety Answering Point (PSAP).
- 5.6 In jurisdictions where an employer is legally required to make such disclosure to its employees, it is the Customer's responsibility to:
 - (a) inform its employees and Users that as part of the Service being delivered by BT, the use of any targeted applications by the Customer's employees and/or Users may be monitored and reported to the Customer by BT; and
 - (b) ensure that its employees and Users have consented or will be deemed to have consented to such monitoring and reporting, if such consent is legally required, and BT shall not be liable for any failure of the Customer to comply with this instruction and the Customer shall indemnify BT from and against any claims or actions brought by its employees or Users against BT arising out of the delivery of Services by BT in accordance with the terms hereof.
- 5.7 The Customer must comply with one of the BT approved dial plans provided with the Service.
- 5.8 BT will provide Customer Administrator access rights to the Control Hub for their Webex site(s) Org for the purpose of reporting, integrations management, and/or device management and/or calling administration. Customer must:
 - (a) gain written agreement with BT if access to the administration functions is desired for any other purpose beyond the self-service;
 - (b) not remove or alter BT Administrator account;
 - (c) avoid unauthorized access to the account;
 - (d) keep the Administrator account password secure, change the password when the personnel who have access to the Administrator account leaves the business, change role and/or no longer require access;
 - (e) pay all remedial costs if there is a service incident which is a direct result of authorised or unauthorized access to the Webex Admin account or Webex Control Hub and BT is requested to restore service to the prior configuration;
 - (f) inform any additional admin users of their responsibilities stated in in this Schedule;
 - (g) keep personnel access to the account up to date; and



- (h) keep records of the changes and make these available to BT where required.
- 5.9 If the Customer is in breach of the agreed use of administration rights in paragraph 5.8, BT reserves the right to remove Customer's administration privileges.
- 5.10 The Customer will ensure that all reasonable steps are taken to configure the Service to prevent its being used in the commission of criminal offences including the making of fraudulent or bad faith calls;
- 5.11 not resell the Service to any third party unless:
 - (a) you have received the prior written approval of BT; and
 - (b) BT has received the approval from the Supplier that the third party is an approved re-seller of Services;
- 5.12 agree that BT will not be liable for any failure by you to comply with this Paragraph 5 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 5.

6 Service Management Boundary

- 6.1 The Service Management Boundary, (SMB), is the port on the Webex Calling with BT edge router/session border controller. The Service does not include connectivity between the Webex Calling with BT edge router/session border controller and the Customer's Sites, which would be the internet.
- 6.2 BT will have no responsibility for the Service outside the Service Management Boundary.
- 6.3 BT is not responsible in any way for any telecommunications service (or any part of such service) provided by other telecommunications service providers or using telecommunications networks other than the BT Network.
- 6.4 As the Service is internet based, BT will not be responsible for the quality of any voice calls made over the Service. BT is not responsible for any Service degradation, impairment or unavailability associated with the Internet.

7 Other Specific Terms and Conditions

- 7.1 The Service begins on the Service Start Date of the first Site.
- 7.2 BT reserves the right to vary the terms of this Schedule on 14 days prior notice to the Customer by either:
 - (a) publishing the revised terms at <http://www.bt.com> or any other address notified to the Customer; or
 - (b) by giving Notice to the Customer.
- 7.3 If BT makes any amendment to the Agreement that causes the Customer material detriment, the Customer will not have to pay any Termination Charges if the Customer gives Notice to terminate the affected Service in accordance with terms governing termination in the General Terms within:
 - (a) 90 days after the date of notification if BT has only published the amendment online in accordance with Paragraph 7.2(a); or
 - (b) 30 days after the date of the Notice if BT has given the Customer Notice in accordance with Paragraph 7.2(b).
- 7.4 The Customer may terminate part of the Service to one or more Sites by giving BT no fewer than 28 days' written Notice.
- 7.5 Either of us may, at any time after the Service Start Date and without cause, terminate the Service by giving 40 days' notice to the other in accordance with Clause 17 of the General Terms.
- 7.6 Except where provided under the Cessation Allowance, if the Customer terminates the Services or any part thereof prior to the expiry of the applicable Minimum Period of Service, the Customer shall be liable to pay all applicable Termination Charges as calculated in accordance with Paragraph 11 below.
- 7.7 All Users, (Professional or Workspace), have an advanced 28 day User cease notification period. Any User selected for a period of fewer than 28 days will be chargeable on the basis of a minimum 28 days of usage.
- 7.8 Except for IP Addresses expressly registered in the Customer's name, all IP Addresses, BT based Domain Names and telephone numbers made available with the Service shall at all times remain the property of BT or its suppliers and shall be non-transferable. All the Customer's rights to use such IP Addresses or Domain Names or telephone numbers will cease on termination or expiration of the Service. Apart from your right to number portability where you change communications provider, all your rights to use telephone numbers will cease on termination or expiration of the Service.
- 7.9 BT may monitor and record calls relating to customer services and telemarketing for training purposes and to improve the quality of BT's customer services. BT may also record Emergency Services calls.



- 7.10 BT will from time to time monitor the profile of calls made and received using the Service for potential fraudulent or bad faith use and may in the event of such calls significantly affecting the Service take reasonable steps to prevent such use. BT will not monitor the Service without your prior permission.
- 7.11 BT does not guarantee Webex Calling against unauthorised or unlawful usage.
- 7.12 In the event of any inconsistency between this Schedule and any other document forming part of the Agreement, the order of precedence shall be as follows:
- (a) Order;
 - (b) this Schedule;
 - (c) the DCF, RCAD, bulkload data and Solutions Builder;
 - (d) General Terms; and
 - (e) any other document that expressly forms part of the Agreement.
- 7.13 By entering into this Agreement the Customer agrees to the terms of the End User License Agreement set out at <http://www.cisco.com/go/eula> ("EULA") as may be amended or supplemented from time to time.
- 7.14 In addition to any rights of restriction or suspension set out in the General Terms, if the Customer does not comply with the EULA BT may restrict or suspend the Service upon reasonable Notice, and:
- (a) the Customer will continue to pay the Charges for the Service until the end of the Minimum Period of Service; and
 - (b) BT may charge a re-installation fee to re-start the Service.
- 7.15 By using the Control Hub, the Customer and Users may access content, products, features, capabilities and services provided by third parties, including but not limited to Dubber Voice Recording. BT does not control these third parties or their links, and BT is not responsible for the content or practices of any third party. The Customer will refer to the policies posted by third parties on their websites regarding privacy and other topics before the Customer or Users use them. If the Customer chooses any products or services, whether charged for or not, from a third party, the Customer's relationship is directly with the third party. The Customer agrees that BT is not responsible or liable for any loss or damage whatsoever which the Customer or any User may incur from dealing with any third party.
- 7.16 Export of Content using Cloud Services
- (a) 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.
 - (b) 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.
- 7.17 Changes to the Service as a result of changes to laws or regulations
- (a) 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.

8 Charges and Payments

- 8.1 The Charges for the Service that apply during the Minimum Period of Service are set out in the Order.
- 8.2 The Charges that apply after the expiry of the Minimum Period of Service will also be set out in the Order and may be different to the Charges that apply during the Minimum Period of Service. These revised charges will apply unless and until a new Minimum Period of Service is agreed in writing.

9 Maintenance

- 9.1 BT will provide the Service with Total Care Maintenance included.
- 9.2 BT will use reasonable endeavours to provide uninterrupted Service, but from time to time incidents may occur.
- 9.3 If the Customer reports an Incident with the Service BT will respond by:
- (a) providing advice by telephone, including advice, where appropriate, as to tests and checks to be carried out by the Customer;
 - (b) where possible, carrying out diagnostic checks from BT premises; and
 - (c) where it is considered necessary and as soon as reasonably practicable visiting the affected Site if (a) and (b) above do not diagnose or clear the Incident.



- 9.4 If BT does work to correct a reported Incident in the Service and finds that there is none, BT may charge the Customer for the work at BT's applicable Time Related Charges as detailed in the Order.
- 9.5 In addition to any Maintenance performed during BT's regularly scheduled maintenance windows, BT may carry out Planned Maintenance from time to time and BT will aim to inform the Customer at least:
 - (a) seven days before any Maintenance affecting the BT Network or BT Equipment; or
 - (b) as soon as reasonably possible for any Maintenance to Access Lines provided by BT's suppliers.

10 Failure to Meet Contracted User Volumes

- 10.1 If the Customer cancels or fails to rollout the Contracted User Volumes set out in the initial Order prior to the end of the Minimum Period of Service or by 12 months after the date the initial Order is signed (whichever is earlier), the Customer shall be liable to pay to BT:
 - (a) The monthly recurring Charges for each User not brought into Service, at the per User prices specified in the Order, for the full Minimum Period of Service term.

11 Termination Charges

- 11.1 In the event that the Customer terminates all or part of the Service prior to the expiry of the Minimum Period of Service in accordance with Paragraphs 7.4 and 7.5, the Termination Charges payable by the Customer shall be based on a percentage of the outstanding monthly recurring Charges per User due in each Contract Year remaining until the end of the Minimum Period of Service, as such Termination Charges are calculated from the date the early termination occurs based on the table below.

| % OF MONTHLY RECURRING PER USER PRICES FOR THE APPLICABLE CONTRACT YEAR | | | | | |
|---|-----------------|-----------------|-----------------|-----------------|-----------------|
| MINIMUM PERIOD OF SERVICE | CONTRACT YEAR 1 | CONTRACT YEAR 2 | CONTRACT YEAR 3 | CONTRACT YEAR 4 | CONTRACT YEAR 5 |
| 1 YEAR | 100% | N/A | N/A | N/A | N/A |
| 3 YEARS | 100% | 100% | 100% | N/A | N/A |
| 5 YEARS | 100% | 100% | 100% | 100% | 100% |

- 11.2 On termination of the Service BT has the right to disconnect and remove any BT Equipment that may be located at the Site(s).
- 11.3 On termination of the Service, the Customer will:
 - (a) disconnect any BT Equipment from the Service; and
 - (b) advise BT immediately of any changes to the contact details of the Customer Contact.

12 End of Minimum Period of Service

- 12.1 After the Minimum Period of Service expires the Service will continue and pricing will change to the pricing specified in the Order unless and until a new Minimum Period of Service is agreed in writing.

13 WEEE Directive

- 13.1 The Customer will be responsible under 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 Agreement that has become waste electrical and electronic equipment ("**WEEE**").
- 13.2 The parties acknowledge that for the purposes of Article 13 this Paragraph 13 is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 13.3 The Customer will be responsible for any information recording or reporting obligations imposed by the WEEE Directive.
- 13.4 The Customer will indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a third party which would not have been caused or made had Customer fulfilled its express or implied obligations under this Paragraph 13 or in connection with the WEEE Directive.



14 Invoicing

- 14.1 With the exception of the calculation of Termination Charges under Paragraph 11 and those charges set out in Paragraph 14.3, all other Charges for the Service are specified within the relevant Order.
- 14.2 Charges for User rentals will be monthly in arrears and based on the maximum number of Users in service during the month. Call charges will be charged monthly in arrears.
- 14.3 BT reserves the right to invoice Customer for any of the following Charges in addition to those set out in the Order:
 - (a) Charges for investigating Customer's reported Incidents where BT finds no Incident or that the Incident is outside the SMB;
 - (b) Charges for commissioning the Service outside of normal business hours in the relevant jurisdiction;
 - (c) Charges for restoring Service if the Service has been suspended;
 - (d) Charges for cancelling the Service;
 - (e) Charges for any additional features or facilities that BT makes available to Customer after the Service Start Date, which will become payable from the date they are first provided to Customer;
 - (f) Charges for failure to meet the Contracted User Volumes as set out in Paragraph 10;
 - (g) Any interest or late payments charges due on invoices not paid in accordance with the terms of this Agreement; and
 - (h) any other Charges agreed between the parties.

15 Webex Calling with BT Main Features

| Feature (by User type) | Brief Description | Professional User | Workspace User |
|--|--|-------------------|---|
| Alternate Numbers with Distinctive Ring | Add additional number to users and assign distinctive ring pattern to specific phone numbers | ✓ | X |
| Anonymous Call Rejection | Set up to reject all incoming calls from unidentified or blocked caller IDs | ✓ | X |
| Barge-In Exempt | Allow other users to add themselves to a user's ongoing call, making it a conference call | ✓ | X |
| Call Forwarding | Choose when calls to forward and who calls forward to | ✓ | ✓ (Call Forward Busy and No Answer only) |
| Busy Lamp Field (Monitoring) | Allow user to monitor the line status of specified users, places or call park extensions. The line status indicates if a user or place is on a call and if a call has been parked on that extension. Applicable for MPP devices only | ✓ | ✓ |
| Call Forwarding Selective | Users can forward calls at specific times from specific callers | ✓ | X |
| Call History | View your call history | ✓ | X |
| Call Hold and Resume | Put an active call on hold and then resume the call when you're ready | ✓ | ✓ |
| Call Logs with Click to Dial | Missed call indication, the ability to return calls via Webex App or via IP Telephone (Missed Call button) | ✓ | X |
| Call Notify | Receive an email notification when calls or Voicemail are received | ✓ | X |
| Call Queue Agent | Hold calls when all users (agents) are unavailable. Queued calls are routed according to the call routing settings when agent is available | ✓ | ✓ |
| Call Redial | Call the most recently dialed phone number | ✓ | ✓ |
| Call Return | Select the call record that you want to dial | ✓ | X |
| Call Transfer | Transfer a call to another person from your phone | ✓ | ✓ |
| Call Waiting (for up to 4 calls) | Users can place a call on hold to answer a different call | ✓ | ✓ |
| Call Waiting ID | CLI presentation for second call waiting | ✓ | ✓ |
| Connected Line ID Restriction | Block user identity while receiving a transferred to forwarded call | ✓ | X |



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|--|--|---|---|
| Directed Call Pickup | Enable a user to answer any ringing line within their pickup group | ✓ | X |
| Directed Call Pickup with Barge In | Combines Barge In functionality for an extension within the same Call Pickup group which is busy on another call | ✓ | X |
| Do Not Disturb | Silence or enable ring reminder to play a brief tone when receiving incoming calls | ✓ | X |
| Enterprise Phone Directory | Access company's phone list from the Calling User Portal | ✓ | X |
| Executive/Executive Assistant | Allow an Executive to select from a pool of Assistants, who have been assigned the Executive Assistant feature and who can answer or place calls on their behalf | ✓ | X |
| Extension Dialing, Variable Length | Customize extension lengths, routing prefixes, and dialing preferences (internal and external) | ✓ | ✓ |
| Feature Access Codes (Star Codes) | Give access to advanced calling features. Webex App and IP phone support FACs | ✓ | ✓ |
| Hoteling | Allow a user to connect to a shared phone (host). The user will send and receive calls from the host and have it appeared as their number | X | ✓ |
| Hoteling Guest | Allow a user (guest) to use specific phone (host) by temporarily logging into and using it as their own phone | ✓ | X |
| Inbound Caller ID (Name) | Specify the caller ID (CLID) including name information shown when a call is made from a workspace or when a user makes a call | ✓ | ✓ |
| Inbound Caller ID (Name and Number) | Specify the caller ID (CLID) information shown when an external call is made from a workspace or when a user makes an external call, if CLI Name is supported | ✓ | ✓ |
| Inbound Fax to Call | Allow a user to receive direct inbound faxes from their Voicemail service | ✓ | X |
| Mobility | The ability to register the Webex App on a mobile, laptop or tablet device and not be restricted to a single office location | ✓ | X |
| Multiple Line Appearance | Add lines to a user's Webex App and reorder how the lines appear in conjunction with the Executive / Executive Assistant feature | ✓ | X |
| N-Way Calling | 6-party ad-hoc video & audio conferencing without the need for a Meeting licence | ✓ | X |
| Single Number Reach (Office Anywhere) | Allow users to make, receive, and move calls to or from any designated device | ✓ | X |
| Outbound Caller ID Blocking | Restricting or masking outbound Caller ID to display "Anonymous" receiving party device | ✓ | ✓ |
| Personal Phone Directory | Add contacts to a personal directory and create speed dials | ✓ | X |
| Priority Alert | Set up a unique ringtone based on predefined criteria | ✓ | X |
| Privacy | Enable a user's line to be monitored by others and determine if they can be reached by Auto Attendant services | ✓ | X |
| Push to Talk | Allow the use of phones as intercoms which can directly contact another extension by dialling *50 and the extension number | ✓ | X |
| Selective Call Acceptance / Rejection | Create different rules to accept, reject, or forward certain calls based on the phone number, caller, and/or the schedule of the call | ✓ | X |
| Sequential Ring | Create a list of up to 5 additional numbers to ring in a specific order when receiving incoming calls following the schedules user created | ✓ | X |



| | | | |
|-------------------------------|---|---|------------------------|
| Shared Call Appearance | Allows users to have the same extension/telephone number represented on different devices (Multi-Platform Phones/MPP phones, Webex App) and indicates when the line is in use from all devices associated with the user | ✓ | X |
| Simultaneous Ring | Set up up to 10 phone numbers to ring simultaneously when a user's phone receives an incoming call | ✓ | X |
| Speed Dial 100 | Personal Speed dials of up to 100 numbers | ✓ | X |
| T.38 Fax Support | Improve the quality of fax transmissions by switching ATA to T.38 mode | ✓ | ✓ |
| Three-Way Calling | Create conference calls with a maximum of three people from your desk or conference phone | ✓ | ✓ (MPP Phones only) |
| Call Intercept | Incoming call of a user will be re-routed using the pre-defined rules | ✓ | ✓ |
| User Web Portal | Calling user portal enables user to manage and configure user features and service settings, such as, Voicemails, call and directory settings | ✓ | X |
| Video (Point to Point) | A two party point to point video call between Webex App and/or Webex video enabled device | ✓ | ✓ |
| Visual Voicemail | A visual representation of Voicemails within the Webex App indicating the number of messages | ✓ | X |
| Voicemail | Enable a user's Voicemail and Voicemail settings by giving users the ability to send calls to Voicemail, to enable Voicemail notifications via email or text, or store voice messages in a preferred location | ✓ | X |

| Feature (by Site) | Brief Description |
|--|---|
| Auto Attendant | Add greetings, set up menus, and route calls to an answering service, a hunt group, a Voicemail box, or a real person. Create a 24-hour schedule or provide different options when your business is open or closed. Route calls based on caller ID attributes to create VIP lists or handle calls from certain area codes differently |
| Authentication | A user supplies a password or passcode to identify themselves against their Common Identify or Username |
| Call Park Group | Allow a defined group of users to automatically park calls against other available members of a call park group |
| Call Pickup | Enables a user to answer any ringing line within their pickup group |
| Call Queue | Automatically route incoming calls to available agents based on predefined policy, and hold calls with announcements and music when agents are busy |
| External Calling Line ID Delivery | External (PSTN) CLI |
| Group Paging | Allow a user to place a one-way call or group page to up to 75 target users and workspaces by dialing a number or extension assigned to a specific paging group |
| Hunt Group | Incoming calls are answered by the specific people or routed to Voicemail |
| Intercept Group | Incoming calls for a specific site/location will be re-routed using the pre-defined rules |
| Call Intercept | Incoming call of a user will be re-routed using the pre-defined rules |
| Internal Calling Line ID Delivery | Internal Webex Calling CLI (extension to extension dialling) |
| Music on Hold | Music played when a call is placed on hold |
| Receptionist Client | Set up users as telephone attendants with a full set of call control options to screen incoming calls |
| Voice Mail Group | A common set of users can share Voicemail through a Voicemail group. Set up new message notifications, choose storage locations, and customize a Voicemail greeting |

16 Webex Calling with BT: Control Hub

Webex Calling with BT: Control Hub is a portal which provides the following capabilities:



Information

- List and search Group
- List and search Calling Locations
- List and search Users
- List of Administrators
- List of devices (Multi-platform Phones, ATAs, Cisco Headsets, Cisco webcams and Webex RoomOS Devices)
- View and download full log of changes made
- Full inventory of Private DNs and E164 numbers

Invoice affecting changes

- Add, delete and/or modify Users
- Add a new device for a User
- Add multiple Users via bulk loader
- Modify unassigned Users added from Active Directory via LDAP integration

Inventory and records

- Add or remove Hoteling from User
- Move User to new site
- Delete and unassign devices
- View site dial plan

Features Configuration

- Create and modify Hunt Groups
- Create and modify Pick-up Groups
- Modify Class of Service settings
- Enable User with call forwarding
- View list of Admin transactions
- Modify device settings
- Activate Dubber Voice Recording per user
- Create and modify multi-lingual Auto Attendant Groups
- Create and modify Voicemail Groups
- Create and modify Call Park Groups
- Modify site-by-site Music-On-Hold with WAV file
- Call Calendar Scheduling of inbound calls
- Executive/Exec Assistant call handling

Analytics, Dashboard, Monitoring and Reporting

- Generate adoption trends and usage report
- Generate call details report
- Access to analytics data
- View call quality report

END