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1 Definitions

The following definitions will apply to the provision of the Service, in addition to those in the General Terms and Conditions and the General Service Schedule.

- "Agent" means the Customer's service representative at any geographical location who handles the calls.
- "Application Programmable Interface(s) (API)" means how specific software components should interact with each other.
- **"BT Cloud Contact Client"** means a client desktop application which provides Agents and Supervisors with contact management capability from each Customer workstation.
- **"BT Cloud Contact Firewall"** means a set of hardware devices together with any associated software, designed to prevent unauthorised access to the BT Cloud Contact Platform.
- "BT Cloud Contact Platform" means the core hardware and network infrastructure owned and leased by BT used to provide the Service.
- "Customer Relationship Management (CRM)" means a model for managing company's interactions with current and future customers and involves using technology to organize, automate, and synchronize sales, marketing, customer service, and technical support
- "Data Centre" means a BT location providing floor space and an environment for hosting computer and telecommunications equipment. This may also include additional services such as physical security, power management and resiliency, cabling infrastructure and access to high capacity data links.
- "Inbound" means incoming telephone calls from callers that are routed to the BT Cloud Contact Platform.
- "Interactive Voice Response" (IVR)" means solutions that use pre-recorded voice prompts and menus to present information and options to the caller that dial a number routed to the BT Cloud Contact platform.
- "Outbound" means telephone calls initiated by the Agents.
- "Preview and Predictive Dialler" means the facility that dials a list of telephone numbers and connects answered dials to Agents. Predictive diallers use statistical algorithms to minimize the time that agents spend waiting between conversations, while minimizing the occurrence of someone answering when no agent is available.
- "Service Management Boundary" means the demarcation point up to which BT will manage the Service.
- "Supervisor" means a Customer representative who can oversee the Agent call quality and monitor contact centre status and performance.
- "Tenant" means a BT customer with access to a part of the BT Cloud Contact platform, who can control that part and manage its own queues, routing, IVR, Agents and Supervisors.

2 Service Description

The BT Cloud Contact Service ("the Service") is a hosted, shared infrastructure IP based multimedia contact centre service that enables the Customer, as a Tenant, to handle phone calls, emails and internet contacts globally, across all its contact centres. Once the initial installation charge has been paid the Service is provided as a "pay as you go" service subject to ordering a minimum number of Agents as stated in paragraph 6.1.

The Customer will:

 Have or purchase BT Inbound (Inbound Contact Global/Inbound Contact UK) and BT Outbound voice services(BT Voice Port) to enable calls to reach the BT Cloud Contact platform and to make Outbound calls; and

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- Have a connection to the internet or to BT data networks to transport data from the BT Cloud Contact platform to the Agent; and
- Order BT IP Connect or internet access to deliver calls to the Agent, depending on the Customer's network requirements.

The provision of BT Inbound voice service, BT Outbound voice service, BT IP Connect services and any BT provided internet connection are subject to additional terms and conditions covered under separate Service Annexes. If the Customer does not currently have an agreement with BT for the provision of these services, these must be ordered and agreed by a written amendment to the Agreement.

2.1 Service Components

- 2.1.1 BT will provide the standard Service which consists of the following components:
 - BT OneDesktop: access to the BT OneDesktop for Agents and Supervisors, which will allow:
 - an Agent to take Inbound Communications or place Outbound Communications from any geographic location based on the Call Routing Strategies; and
 - a Supervisor to monitor Agents, access Voice Recordings and historical and real-time reporting on the Service;
 - <u>BT Cloud Contact Application</u>: access to the BT Cloud Contact Application for Administrators, which will allow an Administrator to:
 - register and de-register Agents, Supervisors and Administrators;
 - manage the configuration of individual Supervisors' and Agents' profiles including the Groups and Teams to which they belong, their Skills;
 - manage Queues;
 - o access Voice Recordings and historical and real-time reporting on the Service; and
 - restrict the permissions of individual Supervisors and Administrators to access Voice Recordings and historical and real-time reporting on the Service;
 - <u>Designer Application</u>: access to the Designer Application and the FTP Server for Administrators, which will allow an Administrator to manage the ongoing configuration of Interactive Voice Response and Call Routing Strategies;
 - <u>Storage</u>: storage of historical reports, Voice Recordings and CRM data from the BT OneDesktop in accordance with the storage limits set out in the Order; and
 - <u>User guides</u>: information for Users on how to use the Service.
 - Standard professional services as contained in the Order.
- 2.1.2 BT will provide all relevant licences for Agent software, via remote web-service downloads in accordance with the agreed design and build criteria.

2.2 Optional Service Components

Throughout the term of this Agreement the Customer can order some or all of the following components at additional charge which will be agreed by the Parties in an additional Order:

- Additional IVR ports
- Voice Recording
- Real Time Report Dashboard
- Historical Report Analyst
- Storage option as contained in the Order
- Preview and Predictive Dialler

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- Standard connectors
- Additional Professional Services as contained in the Order.

2.3 Service Upgrade

The Customer acknowledges that it may be necessary from time to time to upgrade the BT Cloud Contact Platform software. BT will aim to perform such upgrades during its regularly scheduled maintenance windows on Saturday and Sunday mornings between 01:00 – 05:00 GMT. BT will use reasonable endeavours to keep the period of upgrade to a minimum and will restore Service as soon as possible.

2.4 Exclusions to Service

The Customer acknowledges that the following are not part of the Service:

- 2.4.1 All network connectivity and infrastructure within, to and from any Customer Site(s) (including a LAN and/or WAN).
- 2.4.2 Any Customer hardware, such as server and desktop PC infrastructure, or any other desktop related hardware, such as telephones, headsets or communications terminals and/or any ongoing performance development thereof.
- 2.4.3 Customer site security, infrastructure and policies.
- 2.4.4 Any Customer software such as PC Windows environment applications or associated licences with the exception of the software listed in paragraph 2.1.
- 2.4.5 Desktop integration at any Customer site.
- 2.4.6 Any Customer application (even if integrated via approved API).
- 2.4.7 The Customer acknowledges that BT does not support voice over internet and will not accept a fault report against it.
- 2.4.8 The Customer acknowledges that any voice Service provided by BT may not be capable of either calling emergency services and/or correctly identifying a caller's location to the emergency service. The Customer agrees that it is responsible for ensuring that it puts appropriate measures in place to enable Users to call emergency services.
- 2.4.9 The Customer can choose to have service delivered as G7.11 (full voice quality) or as G7.29 (compressed voice quality). Where G7.29 is selected by the customer to reduce bandwidth costs, the customer acknowledges that the quality of the voice will be degraded due to the compression algorithm.

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3 Service Delivery

The OSD occurs when the following actions have been completed:

- 3.1 BT has created the Customer environment on the BT Cloud Contact Platform;
- 3.2 BT has supplied the Customer with administrative usernames and passwords;
- 3.3 BT has supplied the Customer, the Agents and the Supervisors with access to and documentation for administrative tools;
- 3.4 BT has supplied the Customer with instructions for setting up Agents, Supervisors and administrators:
- 3.5 The Customer has carried out and signed the user acceptance test or has taken or has placed calls.

The Customer acknowledges that Service Delivery cannot occur until the BT Inbound voice service, the BT Outbound voice service and eventually BT Connect are operational.

4 Service Management Boundary (SMB)

4.1 The Customer acknowledges that:

The SMB of BT Cloud Contact for voice connectivity is the point of interconnect with the BT voice network.

The hosted platform boundary of the BT Cloud Contact Service for data connectivity is the designated BT Cloud Contact Firewall(s) at the BT Data Centres. This applies to and includes provisioning, maintenance and management of all elements up to this SMB. These elements include: ACD servers, access servers and gateways, connection servers, domain controllers, databases, network switches/nodes and designated firewalls.

5 The Customer's Responsibilities

- 5.1 The Customer will provide BT with all reasonable assistance for BT to perform the Service(s) and acknowledges that certain minimum technical requirements are necessary.
- 5.2 The Customer will ensure that BT is provided with all reasonable assistance and any necessary information to enable BT to undertake Customer awareness training, including but not limited to the Customer's existing contact centre procedures.
- 5.3 The Customer will give BT the name(s) and contact details of the individual(s) who are authorised to act on behalf of the Customer for service management matters ("Client Contact").
- 5.4 The Customer Contact will:
- 5.4.1 Be available at all times and provide assistance and information during Service delivery;
- 5.4.2 Be available after Service delivery in accordance with the Service maintenance option;
- 5.4.3 Take incident reports from Users, who may not contact BT directly;
- 5.4.4 Report incidents to the Service Centre using the reporting procedures notified by BT and be available for all subsequent incident management communications; and
- 5.4.5 Inform BT of changes to any information supplied when ordering the Service including changes to the Customer Contact details.
- 5.5 The Customer will provide and maintain its own LAN and/or WAN and ensure that the LAN protocols and applications it uses will operate satisfactorily over WAN connections using the Service.
- 5.6 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 will at all times remain the property of BT or its suppliers and will be non-transferable. All the Customer's rights to use such IP addresses, domain names or telephone numbers will cease on termination or expiration of the Service.

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- 5.7 The Customer is responsible for the distribution, ongoing management, maintenance, security and proper use of all valid usernames, userIDs and passwords used in connection with the Service and will:
- 5.7.1 Inform BT immediately if a user ID or password has, or is likely to, become known to an unauthorized person, or is being or may be used in an unauthorised way;
- 5.7.2 Take all reasonable steps to prevent unauthorised access to the Service; and
- 5.7.3 Satisfy BT's security checks if a password is lost or forgotten.
- 5.8 BT reserves the right to;
- 5.8.1 Suspend user ID and password access to the Service if BT considers that there is, or is likely to be, a breach of security; and
- 5.8.2 Require the Customer to change any or all of the Customer's passwords.

Employer Disclosure

- 5.9 In jurisdictions where an employer is legally required to make such disclosure to its employees, it is the Customer's responsibility to:
- 5.9.1 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
- 5.9.2 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 will not be liable for any failure of the Customer to comply with this instruction and the Customer will indemnify BT from and against any claims or action brought by its employees or Users against BT arising out of the delivery of Services by BT in accordance with the terms in this Clause 5.9.

Agent and call volumes

5.10 BT will provide capacity for the concurrent number of Agents that the Customer specifies in the Order for the first three (3) months following OSD (the "First Quarter"). During the First Quarter, if the Customer's additional call volume requirement is higher than permitted in the 'Flex volume with no notice to BT' column in the table below, the Customer will provide a forecast of the required number of Agents for the following quarter. BT will adjust the allocated capacity to meet the Customer's forecast call volume provided that any forecast change requires less than 400 Agents. If the Customer does not use all the allocated capacity in any following quarter BT reserves the right to reduce allocated capacity. The table below applies to Inbound, Outbound and Predictive Dialler Agent activities.

Tenant Concurrent Agent/Call volume	Flex volume with no notice to BT	Flex volume with 1 month notice to BT	Flex volume with 2 months' notice to BT	Flex volume with 3 months' notice to BT
0 - 100	30	Up to 120	120 - 200	200 - 400
101 - 300	60	Up to 120	120 - 200	200 - 400
301 - 500	80	Up to 120	120 - 200	200 - 400
500+	100	Up to 120	120 - 200	200 - 400

- 5.11 The Customer acknowledges that a maximum of 20% of queued calls with music on hold is allowed at any time in any month and any more than 20% of queued calls will be subject to the additional Charges specified on the Order. The Charges will be calculated by taking into account the maximum number of Agents concurrently logged into the BT Cloud Contact Platform, compared to the number of simultaneous calls at the peak period.
- 5.12 The Customer acknowledges that it will have to open appropriate firewall ports permanently.

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- 5.13 The Customer acknowledges that it is entirely its responsibility to ensure campaign and dialling parameters are tuned such that the calling results are compliant with the dialler rules set by the regulator of the country the calls are terminating to.
- 5.14 The Customer will provide the appropriate number of Agent workstations to the required specifications as notified by BT as notified by BT prior to upgrade.
- 5.15 The Customer will provide and maintain a suitable client hardware/software environment and maintain compatibility with any upgrades to the Service.

6 Charges and Payment Terms

6.1 The Customer will pay the Charges for the Service as stated on the Order and the Charges will comprise of some or all of the following components:

Product Title	Set up	Recurring Monthly	Product Description
BT Cloud Contact Inbound Multi Media Agent/Supervisor 'Concurrent'.	Yes, per Agent/ Supervisor	Yes, per Agent/Supervisor	There is a 50 Agent minimum. Set-up charges are based on how many new registered Agents/supervisors there are, measured at OSD and at six (6) monthly intervals.
BT Cloud Contact Inbound Multi Media Agent/Supervisor 'Logged in'	Yes, per Agent/ Supervisor	Yes, per Agent/Supervisor	The Charge is based on the maximum number of logged in Agents in the month. There is an 80 Agent minimum. Set-up charges are based on new registered agents/supervisors measured at OSD date and at six (6) monthly intervals.
BT Cloud Contact Predictive Agent	Yes, per Agent	Yes, per Agent	The Charge is based on the maximum number of logged in Agents in the month.
BT Cloud Contact Preview/Progressi ve Agent	Yes, per Agent	Yes, per Agent	The Charge is based on the maximum number of logged in Agents in the month.
BT Cloud Contact Inbound Multi Media Administrator	Yes	No	Connection Charge per Administrator
1st Line Help Desk Support (provided by BT in the UK)	No	Yes, per Agent	Only for customers without a BT first line helpdesk. Charge is based on the maximum number of Agents in the Month.
+Add IVR port	Yes	Yes	Monthly Port charge for queuing and IVR will charged if usage of ports exceeds 1.2 calls per concurrent Agent. The Customer will be warned the first time the threshold is exceeded, and charged if the threshold is exceeded in the following Month. This is for each additional port going into or out of the platform.

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+Voice Recording Licence	No	Yes	Surcharge on all Agent licence charges. Monthly charge based on maximum number of concurrent/logged in Agents per month.
+Dashboard Reporting	No	Yes	Monthly charge based on maximum number of concurrent Agents per month, based on the ratio concurrent supervisors to concurrent Agents being less than one (1) Supervisor per ten (10) Agents. If the Customer has more supervisors (e.g. a ratio of 1:8) then surcharges may apply.
+Enhanced Historical Reporting	No	Yes	Surcharge on all Agent licence charges. Monthly charge based on maximum number of concurrent/logged in Agents per month.
+ Storage	Yes	Yes	Monthly Storage charge per month per Gigabyte and will be charged automatically when usage exceeds 1GB.
+CRM Enterprise connector	Yes	Yes	One time connection charge per connector. Monthly charge based on fix amount of Agents using the connector. Customer needs to provide a list of the agents in a group that will be using the CRM connector. BT will audit the usage periodically.
+WFM Enterprise connector	Yes	Yes	One time connection charge per connector. Monthly charge based on maximum number of concurrent/logged in Agents per Month, per connector.
BT Cloud Contact Start fee	Yes	No	Fix fee per Tenant created on the BT Cloud Contact platform.
Standard Training	Yes	No	Administration, Supervisor and Agents, usually two (2) Business Days for one (1) Site plus expenses. Maximum attendance is ten (10) per session.
Standard Audit	Yes	No	Basic Audit to gather Customer technical and functional requirements, usually one (1) Business Day plus expenses.
Standard "Go Live" Support Day	Yes	No	One Day's Go Live support at one Customer Site plus expenses.
BT Configuration Help Desk for first 30 days (cannot be used for 1st	No charge	No charge	A BT Configuration Helpdesk can be booked during the first 30 days following OSD. This is to help the Administrator customise its Tenant

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Line Incident reporting)			and get started. Booking must be at least three (3) Business Days in advance. A maximum of four (4) helpdesk sessions of up to two (2) hours duration per session, via web conference.
Standard Project Management	Yes	No	Coordination of all activities between the standard BT Cloud Contact service delivery team and the Customer, this includes change request management and the coordination of training with the Customer. Usually five (5) Business Days plus expenses. Final scope will determine final requirement.
Standard Call Flow creation and installation	Yes	No	Customer specific call flow creation, testing and installation. Charged based on bespoke requirements using BT Professional Service day rates.
Standard Data Capture days	Yes	No	Basic data capture is expected to take eight (8) Business Days. This is an estimate only until full scope is defined.
Salesforce connector	Yes	Yes	The charge is based on named agent. BT will charge the fixed amount of connector users each month.
Integration	Yes		Bespoke. Detailed scoping will define requirement.

- BT reserves the right to remove the registration of Agents and Supervisors if they do not log on to the platform, either;
 - (a) within the First Quarter; or
 - (b) after the First Quarter, if any Agent or Supervisor is inactive for a continuous six (6) month period.
- 6.3 If the Customer's requirements or call volume forecasts change, BT reserves the right to charge the additional Charges stated on the Order.

7 Service Levels

The Service Levels in Section 7 of the General Service Schedule do not apply to the BT Cloud Contact Service.