

1. DEFINITIONS

In addition to the definitions set out in the General Terms and Conditions the following definitions shall also apply within this Agreement:

Data Protection Legislation means the applicable mandatory laws and regulations relating to the processing of Personal Data, including the Directive 95/46/EC or any subsequent legislation in relation thereto.

Effective Date means the date on which the last of the Parties has signed the Agreement.

Hosting Set Up Service means the set up activity to configure how the Customer's systems access the Service as further described in the Service Annex.

Indirect Access Code or **IA Code** means a prefix added to a call so it can be routed through the Service.

Personal Data has the meaning given to it in the Data Protection Legislation.

Service means the BT Secure Contact Service to be provided by BT to the Customer as detailed in the Service Annex.

User Security Details means any IDs, user names, personal identification numbers and passwords relating to a User.

Year means each period of twelve (12) months following the Operational Service Date and each anniversary thereof.

2. COMMENCEMENT AND TERM

2.1 The Hosting Set Up Service shall commence on the Effective Date and the Service shall commence on the Operational Service Date.

2.2 BT will endeavour to provide the Service by the date agreed with the Customer but all dates are estimates and BT is not liable for any failure to meet those dates.

2.3 The Service will have a Minimum Period of Service calculated from the Operational Service Date. Thereafter the Service will continue until terminated under clause 10 of this Schedule.

3. CHARGES

3.1 The Customer will pay the following Charges for the Service as set out in the Order:

Charge	One-time	Recurring
Set-up fees	Yes	
Monthly service rental fees		Yes
Professional fees	Yes	

3.2 BT may at any time review the Charges for the Subscription Licences and/or the Support Service Fees (as defined in the Service Annex) and will provide the Customer with 90 (ninety) days' notice of any such change in Charges. If the Customer objects to the change in Charges it may exercise its rights under clause 10.1 of this Schedule.

4. PROPER USE

4.1 Any Customer Equipment must be:

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- (a) technically compatible with the Service and not harm BT's network or another customer's equipment;
 - (b) connected using the applicable BT network termination point, unless the Customer has BT's written permission to connect by other means, and used in compliance with any relevant instructions, standards or laws; and
 - (c) adequately protected by the Customer against viruses and other breaches of security.
- 4.2 The Customer will not permit or make any attempt to disassemble, deconstruct, break down, hack or otherwise interfere with any BT Equipment.
- 4.3 The Customer must ensure the Service is not used:
- (a) in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority, third party's rights or BT's Acceptable Use Policy located at www.bt.com/acceptableuse/; or
 - (b) fraudulently or in connection with a criminal offence or in any way that is unlawful; or
 - (c) to send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive; or
 - (d) in any way BT considers is or is likely to be detrimental to the provision of the Service to the Customer or service to any of BT's other customers.
- 4.4 The Customer will comply with BT's reasonable instructions regarding health, security, safety or the quality of the Service.
- 4.5 The Customer will indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a third party because the Service is or has been used in breach of any of clauses 4.1 to 4.4 of this Schedule. BT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.
- 5. SECURITY**
- 5.1 The Customer is responsible for the proper use of User Security Details, if any, and must take all necessary steps to ensure they are kept confidential, secure and not made available to unauthorised persons.
- 5.2 If the Customer believes that any User Security Details are or are likely to be used in an unauthorised way, the Customer must inform BT immediately. The Customer must not change or attempt to change a user-name without BT's prior agreement in writing.
- 5.3 BT does not guarantee the security of the Service against unauthorised or unlawful access or use. If BT believes there is or is likely to be a breach of security or misuse of the Service, BT may:
- (a) change and/or suspend the User Security Details (and notify the Customer that it has done this); or
 - (b) require the Customer to change the User Security Details.
- 6. OPERATIONAL CHANGES**
- Occasionally, for operational reasons, including the provision of service enhancements and/or software upgrades, BT may:
- (a) change any codes or numbers given to the Customer, the performance or functionality of the Service, or the way BT provides the Service, provided that any change to the Service or the way BT provides the Service does not affect the performance or functionality of the Service to the Customer's significant detriment; or
 - (b) interrupt or suspend Service. If this happens BT will restore the Service as quickly as possible.

7. DATA PROTECTION

7.1 BT may need to collect, process and use Personal Data in order to:

- (a) process, track and fulfil Orders for a Service;
- (b) deliver and commission the Service, either remotely or at a Site;
- (c) process, track and resolve faults with the Service, either remotely or at Site;
- (d) administer access to online portals relating to the Service;
- (e) compile, dispatch and manage the payment of invoices relating to the Service;
- (f) manage the Contract and resolve any disputes relating to it; or
- (g) respond to general queries relating to the Service.

7.2 We will process this Personal Data in accordance with applicable Data Protection Legislation.

8. MONITORING AND RECORDING CALLS

BT may monitor and record its communications with the Customer, including e-mails and phone conversations. Information collected by BT may be used for training purposes, quality assurance, to record details about the Service ordered by the Customer, and in order to meet BT's legal and regulatory obligations generally.

9. CUSTOMER CONSENT

Unless the Customer advises BT otherwise, the Customer consents to receiving marketing messages from BT via electronic means, telephone and direct mail. Details on how to stop receiving such messages can be found in BT's Privacy Policy at www.bt.com.

10. TERMINATING THE SERVICE

10.1 Upon completion of Minimum Period of Service, the Service may be terminated by the Customer for convenience on three (3) months' written notice subject to the payment of any outstanding charges or any applicable termination charges; or by BT for convenience on six (6) months' written notice.

10.2 The Customer may terminate the Service if:

- (a) BT materially breaches the Agreement and, if the breach is capable of remedy, fails to remedy the breach within a reasonable time of being asked by the Customer to do so; or
- (b) BT ceases to do business; or has bankruptcy or insolvency proceedings brought against it; or makes an arrangement with its creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver, administrative receiver or administrator is appointed over any of its assets; or it goes into liquidation; or a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or there is a corresponding event under applicable local law.

10.3 BT may suspend or terminate the Service at its sole option, at any time without notice if:

- (a) the Customer breaches the Agreement or any other agreement that the Customer has with BT and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by BT to do so. In this clause, breach includes non-payment of any valid invoice by the due date; or
- (b) BT reasonably believes that the Service is being used in contravention of this Agreement. This applies even if the Customer is unaware that the Service is being used in such a way; or
- (c) the Customer ceases to do business; or has bankruptcy or insolvency proceedings brought against it; or makes an arrangement with its creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver, administrative receiver or administrator is appointed over any of its assets; or it goes into liquidation; or a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence

any of the foregoing procedures; or there is a corresponding event under the applicable local law

10.4 The Customer will continue to pay the Charges during any period of suspension.

11. CONSEQUENCES OF TERMINATING THE SERVICE

11.1 If BT terminates the Service for breach during the Minimum Period of Service or the Customer terminates the Service in accordance with clause 10.1 of this Schedule during the Minimum Period of Service, the Customer will pay BT an amount equal to the charges payable for the remainder of the Minimum Period of Service and any installation charges waived off by BT, by way of compensation. For termination after the expiration of the Minimum Period of Service, the Customer shall pay BT any outstanding charges and any de-installation charges as may be set out in the Order. Early termination charges under this clause 11.1 shall not apply if:

- (a) the Customer terminates the Agreement or Service during the Minimum Period of Service as a result of BT being in material breach of this Agreement; or
- (b) BT terminates the Agreement or the Service during the Minimum Period of Service for convenience; or
- (c) the Agreement is terminated due to force majeure as set out in clause 14 of the General Terms and Conditions.

11.2 If the Service is terminated pursuant to clause 10.2 of this Schedule or due to BT terminating the Agreement under clause 10.1 of this Schedule, BT will refund any money owed to the Customer by BT for the Service after first deducting any money due to BT under this Agreement or any other agreement that BT has with the Customer.

11.3 Upon termination of the Service and unless the Service Annex states otherwise, BT may delete all Content stored by BT during the course of the Service. BT recommends that the Customer saves copies of information which the Customer wishes to keep, on other devices not connected with the Service.

BT Secure Contact Schedule to the PSA Service Annex – Secure Contact Services

BT Reference No. **_**** _****

Service Annex – Service Description for Secure Contact Services

1 Definitions

In addition to the definitions set out in the General Terms and Conditions and the BT Secure Contact Schedule, the following definitions shall also apply within this Agreement:

Authorised Users means those employees, agents and independent contractors of the Customer and/or the Licence Beneficiaries who are authorised by the Customer to use the Service for the Permitted Purpose as part of the Customer's and/or the Licence Beneficiaries' internal business purposes.

Business Hours means the local working hours in a Business Day or as specified elsewhere in this Agreement.

Control means, in respect of any corporate entity, the legal or beneficial ownership, directly or indirectly, of fifty percent (50%) or more of the shares of such corporate entity ordinarily having voting rights or control directly or indirectly of the appointment of a majority of the board of management (and "**Controlled**" and "**Controlling**" shall be construed accordingly).

CRM Payments Pages means the pages on the Customer's computer system presented to Authorised Users when processing transactions from end customers.

Hosting Set Up Fee means the charge for the Hosting Set Up Service as specified in the Order.

ISDN means Integrated Services Digital Network.

Licence Beneficiaries means those Affiliates of the Customer who BT permits to use and access the Service as specified in the Order or as otherwise approved by BT and agreed in writing by the parties.

Licence Terms means the terms of the Subscription Licence as specified in this Agreement.

PCI DSS means the Payment Card Industry Data Security Standards, a widely accepted 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.

Permitted Purpose means use of the Service for the purpose of receiving payment over the telephone without the Customer's telesales agent seeing or hearing the caller's card information.

PSP means a Payment Service Provider which offers online services for accepting electronic payments by a variety of payment methods.

Seat shall mean the ("Media Access Control") MAC address of the device from which the Service is accessed e.g. a desktop-PC.

Secure Contact Helpdesk means the BT-provided second line helpdesk for the Service, which the Customer may access at any time using the telephone and or email contact details notified to the Customer by BT.

Secure Contact Service Levels means the estimated resolution targets set out in the table in clause 7.7.45 of this Service Annex.

Secure Mode means the operational mode which masks the card details from the Authorised User.

Subscription Licence means a non-exclusive, non-transferable licence to allow Authorised Users to access and use the Service from a Seat during the period for which the Customer has paid the applicable Charges solely for the Permitted Purpose as part of Customer's or the Licence Beneficiaries' (as the case may be) internal business operations, in accordance with the terms of this Agreement.

BT Secure Contact Schedule to the PSA Service Annex – Secure Contact Services

BT Reference No. **_**** _****

Support Services means the support services detailed in clause 7.1 of this Service Annex.

Support Service Fee means the charge for the Support Services payable monthly in respect of Subscription Licences.

2 BT Secure Contact Service

- 2.1 The Service is a cloud based PCI service providing the Customer with access to hosted Software as part of the Service and which enables the Customer to receive payment over the telephone without the Customer's telesales agent seeing or hearing the caller's card information. This Service can be, if so requested by the Customer, delivered over ISDN.
- 2.2 For the avoidance of doubt, BT will have not access to or visibility of the caller's payment details as a result of the Service.
- 2.3 The Hosting Set Up Service includes:
 - 2.3.1 configuring the Customer's BT Direct Dial-In lines ("DDIs") that are utilised in conjunction with the Service.;
 - 2.3.2 defining and setting up the way in which the Customer will invoke Secure Mode; and
 - 2.3.3 setting up and configuring the interfaces to the Customer's PSP.
- 2.4 The Customer shall ensure that all details necessary for successful completion of the Hosting Set Up service are provided in the Order.
- 2.5 The Service will be configured for a specified number of Subscription Licences which shall be equal to the number of Seats set out in the Order.
- 2.6 If the PSP selected by the Customer is one for which no interface into the secure configuration service already exists then an additional charge may be levied for development of the new interface.
- 2.7 BT will pass through to the PSP the transaction details obtained when an Authorised User processes a transaction.
- 2.8 BT will pass to the Customer the transaction reference and authorisation code for successful payments and the transaction reference and failure code for failed transactions obtained from the PSP.
- 2.9 Unless agreed otherwise, BT will provide public, open application programme interfaces (APIs) to the Customer and the Customer shall be responsible for ensuring integration of the Service into its customer relationship management systems in the correct format.
- 2.10 If the Customer requires assistance to integrate the Service into its customer relationship management systems in the correct format, then this activity can be scoped as a professional service and provided at an additional charge.

BT Secure Contact Schedule to the PSA Service Annex – Secure Contact Services

BT Reference No. **_**** _****

2.11 The Customer agrees that where the Service is used over ISDN, emergency calls can only be called directly and not via the Indirect Access Code (“IA Code”). The Customer will be responsible for ensuring appropriate measures are put in place to enable Authorised Users to call emergency services.

2.12 Service Management Boundary

Where the Service is delivered to the Customer over ISDN lines, BT will be responsible for the Service up to, but not including, the ISDN Network Terminating Equipment (“NTE”) at a Site.

3 Charges

3.1 The Customer shall pay the Charges set out in the Order in accordance with the Agreement.

3.2 If prior to the Operational Service Date the Customer cancels the Service (other than for breach by BT), or if BT terminates the Service for breach before the OSD, then the Customer will compensate BT for costs in respect of work performed, money spent and third party payment obligations accrued or incurred by BT up to and including the time of cancellation.

4 Technical Requirements

4.1 BT Voice Network

4.1.1 BT Secure Contact is delivered to the Customer over a voice network. The Customer is required to have a separate agreement with BT or a relevant third party licensed provider for the provision of an active voice network.

4.2 Internet Connectivity

4.2.1 The Customer is required to have internet connectivity to be able to access the Service for secure data capture of card data. Additionally, the Customer must also have a minimum of Internet Explorer 6, Chrome or Firefox installed and running on its computer systems interfacing with the Service.

4.3 ISDN Service

4.3.1 Where the Service is delivered to the Customer over ISDN lines, the Customer will contract separately with BT or the relevant third party licensed provider for the supply and maintenance of ISDN lines. The Customer will ensure that the ISDN contract remains in force for the duration of this Agreement. The Customer will not make changes to the ISDN lines without BT’s prior written agreement.

4.4 In certain countries like India, BT does not have the ability to provide the Customer with, ISDN, active voice or DDI lines. In such countries, the Customer shall be responsible for procuring these connectivity services from a third party provider under a separate and independent contract, to enable the provision of the Service by BT.

5 BT Secure Contact Service and Software – License Terms

5.1 Subject to the Customer paying the Charges for each Subscription Licence, BT hereby grants to the Customer the Subscription Licence in accordance with the License Terms.

5.2 The rights granted under this clause 5 are granted to the Customer in respect of the Customer's, or the Licence Beneficiaries', Authorised Users only and shall not be considered as extending to

BT Secure Contact Schedule to the PSA Service Annex – Secure Contact Services

BT Reference No. **_**** _****

any other Affiliates of the Customer unless and until BT agrees in writing that any such Affiliate is a Licence Beneficiary under this Agreement.

- 5.3 The Customer shall be fully liable and responsible for all acts and omissions of the Licence Beneficiaries as if those acts and omissions were the acts and omissions of the Customer, including settling all charges arising from the use of the Service by the Licence Beneficiaries.
- 5.4 Without prejudice to any other remedy that BT may have, all Subscription Licences will terminate immediately upon notice if the Customer or one of the Licence Beneficiaries commits a breach of the Licence Terms and (if capable of remedy) fails to remedy such breach within 14 days after being given notice to do so.
- 5.5 All Subscription Licences will immediately terminate upon the termination of this Agreement howsoever occurring.
- 5.6 As a condition of all Subscription Licences, the Customer hereby undertakes:
- 5.6.1 not to access the Software or the Service by any means other than a Seat;
 - 5.6.2 to supervise and control the use of the Software and the Service in accordance with the terms of this Agreement;
 - 5.6.3 not to use the Software or the Service on behalf of or for the benefit of any third party (including use of the Software or the Service for the purpose of operating a bureau service);
 - 5.6.4 to effect and maintain adequate security measures to safeguard the Software and the Service from access or use by any unauthorised person;
 - 5.6.5 not to access all or any part of the Software or the Service in order to build a product or service which competes with the Software or the Service; and
 - 5.6.6 not to license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software or the Service available to any third party except the Authorised Users.

6 Customer Obligations

- 6.1 The Customer is responsible for assessing the implications of and maintaining PCI DSS compliance for its own business. The Customer agrees to provide documented evidence of validated PCI DSS compliance on request from BT.
- 6.2 The Service complies with the PCI DSS standard as at the effective date of the Agreement. In order for the end-to-end service to be PCI DSS compliant it is the Customer's responsibility to ensure all other elements of its card processing activities are PCI DSS compliant.
- 6.3 If BT, in its sole discretion, deems the Customer's card security practices to be unacceptable, or non-compliant with PCI DSS, BT reserves the right to refuse to provide the Service, or to suspend the Service (as applicable) until such practices are remedied or improved to BT's reasonable satisfaction. If the Customer's PSP is not operating in accordance with PCI DSS, BT reserves the right to suspend the Service; until such time that it becomes compliant. If the Customer refuses to comply with BT's reasonable instructions as to the Customer's card security procedures, or remains non-compliant in terms of PCI DSS BT may terminate the Agreement for breach in accordance with clause 10 of the Schedule. Customer shall continue to be liable for Charges for any period for which the Service is suspended. BT accepts no liability in respect of the security

BT Secure Contact Schedule to the PSA Service Annex – Secure Contact Services

BT Reference No. **_**** _****

recommendations it specifies as a result of the security checks.

- 6.4 The Customer shall (and shall procure that the Licence Beneficiaries shall):
- 6.4.1 ensure that the number of Seats does not exceed the number of Subscription Licences purchased;
 - 6.4.2 provide BT with all necessary co-operation in relation to the Agreement;
 - 6.4.3 provide BT with all necessary access to such relevant information as may be required by BT in order to render the Service, including but not limited to security access information and configuration information;
 - 6.4.4 carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner;
 - 6.4.5 ensure that the Authorised Users use the Software and the Service in accordance with the terms and conditions of this Agreement, and be responsible for any Authorised User's breach of this Agreement as if they were its own;
 - 6.4.6 obtain and shall maintain all necessary licences, consents, and permissions necessary for BT, its contractors and agents to perform their obligations under this Agreement;
 - 6.4.7 ensure that its network and systems comply with the relevant specifications provided by BT from time to time, including the need for the circuits between the Customer's infrastructure and the Service to be provided in the form specified by BT;
 - 6.4.8 be responsible for the employing or procuring of all contact centre agents and to manage such Authorised Users when receiving calls and processing card payments;
 - 6.4.9 be responsible for procuring all telephony services necessary to enable its contact centre agents to receive calls from end customers;
 - 6.4.10 be responsible for procuring all computer hardware and services (including internet connectivity) necessary to enable its contact centre agents to process card payments;
 - 6.4.11 be responsible for all end customer queries about card payments; and
 - 6.4.12 be responsible for the content of the CRM Payments Pages which Authorised Users access when processing transactions.
- 6.5 In the event of any delays in the Customer's provision of any assistance as agreed by the Parties, BT may adjust any agreed timetable or delivery schedule as reasonably necessary.
- 6.6 BT does not provide telecommunications services necessary to connect to the Service as part of this Service. BT is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, which are not provided by BT as part of this Service under the Service Annex and the Customer acknowledges that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 6.7 The Customer will be responsible for any required reconfiguration of any Customer Equipment connected to the Service or used in connection with the Service to support renumbering on the ISDN lines.

BT Secure Contact Schedule to the PSA Service Annex – Secure Contact Services

BT Reference No. **_**** _****

7 Support Services

7.1 BT will provide to the Customer:

7.1.1 relevant Service updates from time to time including details of all new features and functions; and

7.1.2 the Secure Contact Helpdesk through which BT will respond to technical queries raised by the Customer's IT staff concerning the use or application of the Service in accordance with clause 7.4,

(the "**Support Services**").

7.2 The Customer will be responsible for providing first line support to its Authorised Users of the Service.

7.3 BT will only accept calls or emails to the Secure Contact Helpdesk from Customer personnel whom BT considers to be IT-literate and able to converse with BT personnel about the Service at a technical level. Calls or emails from any other Authorised Users will be referred back to the Customer.

7.4 Subject to clause 7.5, BT will:

7.4.1 classify each fault under one of the priority levels in the following table, based on all evidence available to BT; and

7.4.2 use reasonable endeavours to resolve each fault in accordance with the Secure Contact Service Level applicable to the priority level as classified in the table below:

Priority Level	Description	Secure Contact Service Level Target
Priority 1 (applies to BT systems and major business impact processes only)	Total loss of any part of the BT managed elements of the service that immediately affects Authorised Users or the ability of the Customer to offer Authorised User service, or that immediately affects Customer revenue. This would include any failure of any part of the service that offered Authorised User servicing in real time. Applies to BT systems and processes only.	Four (4) Business Hours
Priority 2 (applies to BT systems and processes only)	High business impact: Failures which don't immediately affect Authorised Users or Customer revenue but which risk doing so if not corrected within a few working days. This would include batch jobs or file transfer failures, slow response times from systems providing the service, failure to print.	Two (2) Business Days

BT Secure Contact Schedule to the PSA Service Annex – Secure Contact Services

BT Reference No. **_**** _****

<p>Priority 3 (applies to BT systems and processes only)</p>	<p>Medium business impact: Failures which don't risk Authorised User care or Customer revenue, but which cause a deterioration of the Customer's ability to use the Service effectively. This would include failures, limited functionality or service slowdowns limited to a small number of Customer agents.</p>	<p>Five (5) Business Days</p>
<p>Priority 4 (applies to BT systems and processes only)</p>	<p>Low business impact: Any problem that does not fit into priority levels 1-3. These will typically be problems with no direct service impact.</p>	<p>No specific target but such issues will typically be fixed within Six (6) months</p>

7.5 The Secure Contact Service Levels are estimates provided for information only. BT will have no liability for failure to meet the Secure Contact Service Levels and the estimated resolution times for each Secure Contact Service Levels will be extended or not apply, as applicable, in connection with:

- 7.5.1 the impact of a force majeure event under this Agreement;
- 7.5.2 any suspension of the Service under this Agreement;
- 7.5.3 a fault on the Customer's network or Customer Equipment configuration, or a failure by any part of the Customer's network or Customer Equipment configuration to meet any necessary interface requirements;
- 7.5.4 scheduled or notified downtime;
- 7.5.5 faults or omissions of other service providers excluding where such service providers provide service as subcontractors of BT under this Agreement;
- 7.5.6 failure or delays by the Customer in giving BT access to the Customer's network or Customer Equipment, or any information relating to the same as BT requires in order to resolve any issues and/or maintain the Service;
- 7.5.7 a failure by the Customer to comply with any of the terms of this Agreement; or
- 7.5.8 a failure or delays by any agent or contractor working on the Customer's behalf to fulfil their obligations in so far as is required in order to resolve any issues and/or maintain the Service.

8 Termination Charges

8.1 Upon termination of this Agreement, the Customer shall, if applicable pursuant to clause 10.4 of the Schedule, pay a termination charge equal to any unpaid Support Service Fees for the remaining period of the Minimum Period of Service.