



BT Inbound Contact global

Schedule to the General Terms for Resellers or General Terms for Master Services Agreement

Contents

A note on 'you'	2
Words defined in the Governing Agreement	2
Part A - The Service	2
1 Service Summary	2
2 Standard Service Components	2
3 Service Options	3
4 Service Management Boundary	4
5 Associated Services and Third Parties	4
6 Specific Terms and Conditions	4
Part B - Service Delivery and Management	6
7 BT's Obligations	6
8 Your Obligations	7
9 Notification of Incidents	10
10 Invoicing	10
11 Charges at the End of the Contract	11
12 Service Amendment	11
13 IP Addresses, Domain Names and Telephone Numbers	11
Part C – Service Levels	13
14 Introduction	13
15 On Time Delivery	13
16 Service Availability	13
17 Resiliency Restoration	14
18 Network Performance	15
19 General Service Credit Limitations	15
20 General Service Credit Exclusions	16
Part D - Defined Terms	17
21 Defined Terms	17



A note on 'you'

'You' and 'your' mean either (i) the "Reseller" under the BT General Terms for Resellers or (ii) the "Customer" or "Indirect Customer" or "Reseller" under the BT General Terms to the Master Services Agreement (with Indirect Annex).

Phrases that refer to 'either of us', 'either one of us', 'each or our', 'both of us' or 'one of us' mean one or both of BT and the Reseller (or Indirect Customer, as applicable), whichever makes sense in the context of the sentence.

Words defined in the Governing Agreement

Words that are capitalised but have not been defined in this Schedule have the meanings given to them either in (i) the BT General Terms for Resellers or (ii) the BT General Terms to the Master Services Agreement (with Indirect Annex), whichever is referred to in the Order ("**Governing Agreement**").

Part A - The Service

1 Service Summary

BT will provide you with the Inbound Contact global Service for you to resell to End Customers, comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options that are selected by you as set out in any applicable Order, (the "**Inbound Contact global Service**" or the "**Service**").
- 1.3 The Service is a global Virtual Private Network service that allows telephone calls to be carried between an Inbound Node and your Site(s). The Service has centralised intelligent routing capabilities that enable you to link contact centres in different countries and provide Callers with a consistent, resilient, and flexible service. The Service enables you to customise your networks using different routing options and features at each Site and to manage incoming calls.
- 1.4 The Service carries telephone calls on the BT Network between the Inbound and Outbound Nodes and from the Outbound Nodes to your Site(s) via the Delivery Method specified in the Routing Plan. BT will provide you with telephone numbers located at or delivered to an Inbound Node. Callers to these numbers will be connected to the Site(s) specified in the Routing Plan.

2 Standard Service Components

BT will provide all the following standard service components ("**Standard Service Components**") in accordance with the details set out in any applicable Order and what you have configured in the Call Traffic Controller:

2.1 Access Line

BT will arrange for your Site(s) to be connected to an Inbound Node on the BT Network using the type of Access Line set out in the Order, or BT's agent may do this on BT's behalf. The Access Line option(s) available at a Site may vary according to the location of the Site. The Access Line may be provided by BT or you as set out in the Order. If the Access Lines are provided by you, you shall ensure the Access Lines will comply with the specifications set out by BT to support the Service.

2.2 Call Screening

The Service will screen calls according to your specified requirements based on:

- 2.2.1 The Caller's Service Number, if available; and
- 2.2.2 The Caller's Authorisation Codes.

2.3 API and Portal

2.3.1 BT may provide the Reseller with access to an API or Portal to allow the Reseller to place orders on behalf of its End Customers. The Reseller will be able to use the API or Portal to:

- (a) Place new geographical number or number portability requests (including associated document transfer);
- (b) Receive order or request updates; and
- (c) cancel, amend or cease requests.

2.3.2 BT will provide the Reseller with training on how to be onboarded to the API or Portal;

2.3.3 The Reseller can use the API through the integrated programming interface in their system;

2.3.4 The API specifications can be found in BT's developer portal called 'Global Voice Services' located here <https://developer.bt.com/>

2.3.5 BT will notify the Reseller if there is Planned Maintenance or known incidents impacting the availability of the API and Portal.



2.4 Call Routing

The Service will route calls according to your specified requirements based on:

- 2.4.1 Load balancing which distributes calls to multiple Sites based on:
Call distribution/percentage allocation.

2.5 Traffic Congestion Control

The traffic congestion control capabilities of the Service will deliver calls using the following features:

- 2.5.1 Dialed Number Identification Service (“**DNIS**”) that enables you to specify which digits are delivered to an Access Line for more effective management of calls. For example, ensuring that a call is answered in the correct language queue. DNIS routing will be supported on Dedicated Access Lines, however, some functionality of DNIS can be replicated over PSTN using International Direct Dialling (“**IDD**”) numbers, each pointing to a specific application, when requested in an Order;
- 2.5.2 An alternative termination for overflow calls may be specified by you in the Routing Plan when your Site(s) cannot handle the volume of incoming calls. This may be referred to as an “**Overflow**”; and
- 2.5.3 Calling Line Identity (“**CLI**”) is available in some locations, if you have ordered Access Line(s) as the Delivery Method.

2.6 Service Numbers

BT will provide the following Service Number types. Not all Service Number types are available in all locations.

- (a) Domestic Toll Free
- (b) National Call Rate
- (c) Shared Cost
- (d) Caller Pays (“**PSTN**”)
- (e) International Toll Free
- (f) WebRTC
- (g) SMS

2.7 Delivery Method

- 2.7.1 Calls will be delivered to your Site(s) either by an Access Line or Switched Egress.
- 2.7.2 BT will determine whether regulation permits a call to be carried on the BT Network and terminated at the Site based on the termination type, point-of-entry country code and termination country code.
- 2.7.3 Calls that cannot be terminated via a Dedicated Access Line for regulatory reasons will be blocked unless you provide an alternative PSTN number to terminate the calls.

2.8 Routing Plans

- 2.8.1 BT will route calls in accordance with your Routing Plan(s), or, when requested by you in accordance with the Alternative Routing Plan.
- 2.8.2 In the event that the Routing Plan or the Alternative Routing Plan contravenes the terms set out in this Schedule, the User Guide or the Order, BT may choose not to implement the Routing Plan or Alternative Routing Plan, and/or to suspend the Services until such time as the contravention is removed.

3 Service Options

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

3.1 Call Traffic Reporter

- 3.1.1 BT will provide you with access to the Call Traffic Reporter.

3.2 Call Traffic Controller

- 3.2.1 Access to the Call Traffic Controller will be given by BT to up to five Users without incurring an additional Charge. You are responsible for any changes made by you or any Users on the Call Traffic Controller.
- 3.2.2 BT will provide you with the agreed level of access to the Call Traffic Controller. Certain levels of access will require the Users to be trained and certified in the use of the Call Traffic Controller prior to access being provided.

3.3 WebRTC (real time communication)

- 3.3.1 WebRTC gives you a capability to develop and build software applications that provide the ability for Callers to use the application to reach your Site(s) via an on-net VoIP call over your network from a computer, tablet, mobile phone etc. The call will be initiated via an application programming interface from your website.



- 3.3.2 WebRTC is supported on a variety of web browsers and mobile operating systems.
- 3.3.3 You may choose any of the following functionalities within WebRTC:
- (a) Country Blocking – BT will provide ability to block callers from specified countries. BT cannot guarantee all calls will be blocked where IP address are manipulated;
 - (b) Reporting – BT will provide reports to help you manage your business. Reports will comprise valuable information when determining the success of marketing campaigns, analysing trends like geographic, usage and device patterns, including:
 - (i) Type of device the Callers are using;
 - (ii) Country of origin of the Caller;
 - (iii) Ability to see individual calls;
 - (iv) Summary reports based on country and device; and
 - (v) Ability to "slice and dice" by origin of country, day of week, device.
- 3.3.4 The WebRTC (real time communication) service option cannot be used in countries where calls over the internet are prohibited. In countries where the Service must allow Users to make emergency calls, the Reseller shall ensure use of the Service complies with applicable emergency access rules as set out in Paragraph 8.4.

4 Service Management Boundary

- 4.1 BT will provide and manage the Service as set out in Parts B and C of this Schedule and as set out in the Order as follows:
- 4.1.1 if an Access Line is used, between the Service Number and the Network Terminating Unit on the Access Line;
 - 4.1.2 if Switched Egress is used, between the Service Number and the interface with the PSTN on the Outbound Node.
- 4.2 BT is under no obligation to attempt to deliver calls to any destination not stated in the Routing Plan.
- 4.3 BT will not be responsible for the ability of Callers to access the Service to enable delivery of calls to the Inbound Node.
- 4.4 Number Porting: BT will, to the extent permitted by Applicable Law, support the porting of PSTN (Caller Pays) access numbers from the Service and is not liable for outages that may occur during the conversion of these numbers from BT to another carrier.
- 4.5 For any Services delivered over the Internet:
- 4.5.1 BT will not be responsible for your use of the internet to access the Service;
 - 4.5.2 BT does not guarantee voice quality when the Service is provided over the Internet;
 - 4.5.3 BT will not be responsible for notifying your internet access carrier of any Incidents;
 - 4.5.4 BT will not resolve any Incidents of voice quality or connectivity issues with your internet access carrier, but BT will use commercially reasonable endeavours to troubleshoot connectivity issues between the internet carrier and the BT Network; and
 - 4.5.5 you are responsible for any ordering and maintenance of your internet access, including, as applicable, paying all fees associated with the internet access and setting up any required user profiles.
- 4.6 Paragraph 4.1 to 4.5 together constitutes the "**Service Management Boundary**".
- 4.7 BT will have no responsibility for the Service outside the Service Management Boundary.
- 4.8 BT does not make any representations, whether express or implied, about the interoperability between the Service and your architecture, equipment and software.

5 Associated Services and Third Parties

- 5.1 If BT provides any services other than the Service, this Schedule will not apply to those services and those services will be governed by their separate terms and conditions.

6 Specific Terms and Conditions

6.1 Termination for Convenience

For the purposes of the Governing Agreement, either of us may, at any time after the Service Start Date and without cause, terminate the Service or any Order by giving 90 days' Notice to the other.



6.2 Minimum Period of Service

- 6.2.1 The Order sets out any Subscription Term (also called "Minimum Period of Service") applicable to the Service.
- 6.2.2 Unless otherwise agreed to the contrary, at the end of the Minimum Period of Service, unless one of us gives Notice to the other of an intention to terminate the Service in accordance with the Governing Agreement, BT will continue to provide the Service and both of us will continue to perform each of our obligations in accordance with the Governing Agreement.
- 6.2.3 BT may propose changes to this Schedule by giving you Notice at least 90 days prior to the end of the Minimum Period of Service ("**Notice to Amend**").
- 6.2.4 Within 21 days of any Notice to Amend, you will provide BT Notice:
 - (a) agreeing to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period;
 - (b) requesting revisions to the changes BT proposed, in which case both of us will enter into good faith negotiations for the remainder of that Minimum Period of Service, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period; or
 - (c) terminating the Contract at the end of the Minimum Period of Service ("**Notice of Non-Renewal**").
- 6.2.5 If BT has not reached agreement in accordance with Paragraph 6.2.4(b) by the end of the Minimum Period of Service or the Renewal Period, as applicable, the existing terms of this Schedule will apply from the beginning of the following Renewal Period unless either of us elects to give a Notice of Non-Renewal.

6.3 Service Numbers

Any Service Number acquired by BT for the Service and provided to you is the property of BT.



Part B - Service Delivery and Management

7 BT's Obligations

7.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service, BT:

- 7.1.1 will provide you with contact details for the helpdesk that you will be able to contact to submit service requests, report Incidents and ask questions about the Service ("**Service Desk**");
- 7.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and are notified to BT in writing. BT will not be liable if, as a result of any such compliance, BT is in breach of any of BT's obligations under this Agreement;
- 7.1.3 will, where applicable where the Access Line is provided by BT, arrange for any survey(s) to be conducted to confirm the availability of a suitable Access Line to the Site(s). If the survey(s) identify that additional engineering work is required in order to provide a suitable Access Line to the Site(s), BT may provide a new quote to you, detailing the additional Charges you will need to pay for the engineering work to be completed ("**Excess Construction Charges**") and if:
 - (a) the Excess Construction Charges are agreed with you, BT will proceed with delivery of the Service for the affected Site(s) following completion of any additional engineering works; or
 - (b) the Excess Construction Charges are not agreed with you, BT may provide a new quote to you, detailing the additional Excess Construction Charges you will need to pay for the engineering works to be completed. If you:
 - (i) accept the new quote, BT will arrange for the additional engineering works to be carried out and proceed with the delivery of the Service to the affected Site(s); or
 - (ii) do not accept the new quote, BT will cancel your existing Order for the provision of Service to the affected Site(s) and BT will have no obligation to provide the Service to you at the affected Site(s) and (if applicable) we will agree any amendments to any minimum commitments between us;
- 7.1.4 will not invoice you for any Excess Construction Charges, unless these are actually incurred as detailed in Paragraph 7.1.3 above;
- 7.1.5 following BT's site survey, BT may, acting reasonably, propose that provision of Service is not possible for operational reasons. Following consultation and agreement with you, BT will not proceed with provision of the Service at the relevant Site (s), and you agree that BT shall not be liable to you for failure to provide the Service at those Site(s). Where this is the case, BT will reject the Order in respect of those Site (s), and you will not be liable for cancellation Charges for those Sites);
- 7.1.6 will provide you with a date on which delivery of the Service (or each part of the Service, including to each Site) is due to start ("**Reseller Committed Date**") and will use commercially reasonable endeavours to meet any Reseller Committed Date;
- 7.1.7 will inform you if it is necessary for you to provide any input(s) in order for the Service to function; and
- 7.1.8 will be responsible for obtaining appropriate Service Numbers from a local telecommunications provider unless BT advises you otherwise. BT may withdraw such numbers from you on reasonable notice.

7.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 7.2.1 configure the Service;
- 7.2.2 conduct a series of standard tests on the Service to ensure that it is configured correctly;
- 7.2.3 provide Service Numbers, Access Lines (where required) and implement the Routing Plan; and
- 7.2.4 on the date that BT has completed the activities in this Paragraph 7.2, confirm to you that the Service is available for performance of any Acceptance Tests as set out in Paragraph 8.2.

7.3 During Operation

On and from the Service Start Date, BT:

- 7.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Levels in Part C of the Contract if BT detects or if you report an Incident on the BT Network;
- 7.3.2 will work with the relevant supplier to restore Service as soon as practicable during Local Contracted Business Hours, or if you report an Incident on the Access Line;
- 7.3.3 will maintain a web portal and server to provide you with online access to performance reports;
- 7.3.4 may carry out Maintenance from time to time and will endeavour to inform you:



- (a) at least seven (7) calendar days before any Planned Maintenance on the BT Network and/or BT Equipment, however, you agree that BT may inform you with less notice than normal where emergency Maintenance is required; or
- (b) without undue delay for scheduled Access Line maintenance by a supplier;

7.3.5 may, in the event of a security breach affecting the Service, require you to and ensure that your Users change any or all of your or their passwords. BT does not guarantee the security of the Service against unauthorised or unlawful access or use;

7.3.6 will make platform capacity available up to the level that you have committed to in the Order. If you require capacity in excess of the commitment level to meet peak demands, then BT will use reasonable endeavours to make capacity available, but do not commit to provide such capacity; and

7.3.7 will provide the capacity for the Access Lines stated in the Order in the event you order Access Lines from BT.

7.4 The End of the Service

On termination of the Service by either one of us, or expiry, BT:

7.4.1 will provide configuration information relating to the Service provided at the Sites in a format that BT reasonably specifies; and

7.4.2 will disconnect and remove any BT Equipment located at the Sites.

8 Your Obligations

8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service by BT, you will:

8.1.1 provide BT with the names and contact details of any individuals authorised to act on your behalf for Service management matters ("**Reseller Contact**"), but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;

8.1.2 without undue delay provide BT with any information or assistance reasonably required by BT to enable it to comply with Applicable Law and perform its obligations hereunder with respect to the Service;

8.1.3 provide BT with access to any of your Sites during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Service;

8.1.4 complete any preparation activities that BT may request to enable you to receive the Services promptly and in accordance with any agreed timescales;

8.1.5 notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;

8.1.6 in jurisdictions where an employer is legally required to make such disclosure to its employees and/or Users:

- (a) inform employees and Users (and ensure that your End Customers inform their employees and Users) that as part of the Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by your or your End Customers' employees and/or Users; and

- (b) ensure that your employees and Users (and your End Customers' employees and Users) have consented or will be deemed to have consented to such monitoring and reporting (if such consent is legally required), agree that BT will not be liable for any failure by you or your End Customers to comply with this instruction and indemnify BT from and against any Claims or action brought by you, or your End Customers' employees or Users against BT arising out of the delivery of Services by BT;

8.1.7 ensure that the LAN protocols and applications you use will be compatible with the Service;

8.1.8 ensure that you provide and maintain any Access Lines (where not provided by BT) at the Sites for exclusive use with the Service and you will pay all charges related to provision and use of such Access Lines and report any incidents in such lines directly to the supplier of the line;

8.1.9 ensure that you provide all details required in relation to any WebRTC application;

8.1.10 ensure that you order the platform capacity required to meet your business need; and

8.1.11 provide all information as required under local legislation and regulation for verification and proof of your End Customer's identity and local residence, including:

- (a) the entity name, the registered address as well as the physical addresses of all locations where your End Customer wishes to use fixed telephony services; and

- (b) copies of (a) the certificate of registration of your End Customer entity or other incorporation documents issued by the relevant government authority; and (b) proof of your End Customer's



registered address as well as the physical addresses of all locations where your End Customer wishes to use fixed telephony services.

8.2 Acceptance Tests

- 8.2.1 After receiving notice from BT under Paragraph 7.2.4, you will carry out the Acceptance Tests for the Service within five (5) Business Days ("**Acceptance Test Period**").
- 8.2.2 The Service is accepted by you if you confirm acceptance in writing during the Acceptance Test Period or will be deemed to have been accepted if you have not:
 - (a) carried out the Acceptance Tests and confirmed acceptance in writing; or
 - (b) notified BT in writing that the Service has not passed the Acceptance Tests by the end of the Acceptance Test Period.
- 8.2.3 Subject to Paragraph 8.2.4, the Service Start Date will be the earlier of the following:
 - (a) the date that you confirm acceptance of the Service in writing under Paragraph 8.2.2(a); or
 - (b) the date following the Acceptance Test Period; or
 - (c) the date you start to use the Service.
- 8.2.4 In the event that during the Acceptance Test Period, you provide notice to BT that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and notify you that BT has remedied the non-conformance and inform you of the Service Start Date.

8.3 Regulatory Compliance Obligations

- 8.3.1 The Reseller will:
 - (a) comply with all local legal and regulatory requirements and industry guidelines to provide telecommunications services and/or electronic communication services. This includes, but is not limited to, the requirement to hold a licence, adhere to a general authorisation scheme or any other method used to regulate the provision of telecommunications services and/or electronic communication services. This applies to the duration of the term over which this Service is provided to the Reseller;
 - (b) show proof of such clearance before BT begins providing Services to the Reseller in the respective countries; and
 - (c) immediately notify BT in case of any material changes or a revocation of this clearance.
- 8.3.2 The Reseller must ensure that it will quickly cooperate with BT in order to enable BT to comply with all BT's regulatory compliance obligations in each country the services are provided to end users.
- 8.3.3 The Reseller shall indemnify BT for any losses or damages arising out of or in connection with the Reseller's non-compliance caused by the Reseller or its end-users.
- 8.3.4 BT has the rights to immediately cease any and all services when deemed necessary upon the direction of a government or regulatory authority (or supplier contract).

8.4 Access to Emergency Services

- 8.4.1 The Service does not incorporate the provision of outbound telephone calls, therefore calling emergency services is not included with this Service. If the Reseller requires BT to provide outbound telephone calls, the Reseller will need to contract under separate terms for a BT available voice services (e.g. BT GSIP).
- 8.4.2 With respect to the Service used in the United States:
 - (a) The Reseller is considered to be the manager or operator of its Multi Line Telephone System ("MLTS") and is responsible for the installation, management and operation of its MLTS, unless the Reseller ordered specific compliance support from BT on additional terms applicable to such compliance support.
 - (b) For Users residing in the United States, the Reseller must provide and populate the User's dispatchable address location information. Failure to do so will cause the emergency call to be routed to an operator which will trigger a Charge that will be passed to the Reseller.

8.5 PCI DSS Compliance Obligations

- 8.5.1 In respect of PCI DSS compliance for the Service, the Reseller is the merchant and responsible for assessing and maintaining PCI DSS compliance for its own business.
- 8.5.2 The Reseller will be responsible for contacting their merchant acquirer to determine whether and how the Reseller must validate any required PCI DSS compliance.



- 8.5.3 Where the Service forms part of the Reseller's PCI DSS compliance, the Reseller will ensure all other elements of the Reseller's environment except for this Service are PCI-DSS compliant. BT accepts no liability in respect of any recommendations BT may make to the Reseller.
- 8.5.4 If at any time during the provision of the Service, the End Customer's card security practices are considered to be unacceptable, or if the Reseller deems to be 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.
- 8.5.5 If the Reseller refuses to comply with BT's instructions in accordance as set out in the paragraph above, BT may terminate the Service for cause.
- 8.5.6 The Reseller will indemnify BT for any claims, losses, costs or liabilities that it incurs as a result of the Reseller's failure to maintain PCI DSS compliance.

8.6 Service Operation

On and from the Service Start Date, you will:

- 8.6.1 report Incidents to the Reseller Contact and not to the Service Desk;
- 8.6.2 monitor and maintain any Reseller Equipment or architecture connected to the Service or used in connection with the Service;
- 8.6.3 ensure that any Reseller Equipment or architecture that is connected to the Service or used directly or indirectly, in relation to the Service is:
 - (a) connected and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Reseller Equipment; and
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the Service and will not harm or damage BT Equipment, the BT Network, or any of BT's supplier's or subcontractor's network or equipment; and
 - (d) approved and used in accordance with relevant instructions and Applicable Law;
- 8.6.4 immediately disconnect any Reseller Equipment, or advise BT to do so at your expense, if Reseller Equipment does not meet any relevant instructions, standards or Applicable Law;
- 8.6.5 connect equipment to the Service only by using the NTE at the Sites;
- 8.6.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;
- 8.6.7 maintain a list of current Users and immediately terminate access for any person who ceases to be an Authorised User;
- 8.6.8 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and:
 - (a) 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;
 - (b) take all reasonable steps to ensure that the foregoing are kept confidential and secure and to prevent unauthorised access to the Service; and
 - (c) satisfy BT's security checks if a password is lost or forgotten;
- 8.6.9 if BT requests you to do so in order to ensure the security or integrity of the Service, change any or all passwords, Authorisation Codes and/or other systems administration information used in connection with the Service;
- 8.6.10 ensure that the maximum number of Users that you authorise to access and use the Service ("**Authorised Users**") will not exceed the permitted number of User identities set out in the Order;
- 8.6.11 not allow any Authorised User subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual Authorised User, in which case you will ensure the prior Authorised User will no longer have any right to access or use the Service;
- 8.6.12 maintain a written, up to date list of current Authorised Users and provide such list to BT within five Business Days of BT's written request at any time;
- 8.6.13 inform BT within five working days if the number of Users increases by more than five per cent from the number of Users set out in the Order. In these circumstances, or if BT can demonstrate by management reports that the number of Users exceeds that limit, BT may increase the Charges proportionally;
- 8.6.14 be responsible for providing telephone service for a Site where the Delivery Method for a Site includes Switched Egress, and for any related Charges;
- 8.6.15 follow BT's processes when you want an Alternative Routing Plan activated;



- 8.6.16 ensure that no content will be knowingly transmitted by you or a User using the Service containing any Harmful Code;
 - 8.6.17 be responsible for any changes made to the Call Traffic Controller and ensure that all Call Traffic Controller Users doing such changes are trained in accordance with Paragraph 3.2.2;
 - 8.6.18 be responsible for providing required internet information in accordance with BT's process;
 - 8.6.19 present all configurations and Routing Plans in Greenwich Mean Time ("GMT");
 - 8.6.20 specify a specific Routing Plan for how incoming calls are handled and distributed to your Site(s), and you will ensure that a routing feature will not be followed by the same feature;
 - 8.6.21 specify combinations of routing features or no features in the Routing Plan; and
 - 8.6.22 specify an Alternative Routing Plan if one is required by you.
- 8.7 The End of the Service**
- 8.7.1 You will:
 - (a) retrieve all your data from the Service;
 - (b) provide BT with all assistance necessary to remotely decommission all network and applications supporting the Service at each Site(s); and
 - (c) return to BT any software or intellectual property provided by BT and all copies of such.
 - 8.7.2 BT will provide a release document for Non-Geographic Numbers (normally; Toll Free, Shared Cost or National Call Rate Numbers) to allow you to move these numbers to another carrier if you request, on termination of the Service. In such event, BT will not be responsible:
 - (a) if the numbers provided cannot be ported to another carrier as the decision to allow portability of Non-Geographic Numbers is made by the originating carrier; and
 - (b) for outages that may occur during the porting of these numbers from BT to another carrier.
 - 8.7.3 BT will provide any other required configuration information relating to the Service provided at the Site(s) in a format that BT reasonably specifies;
 - 8.7.4 BT will decommission all network and applications supporting the Service at each Site(s); and
 - 8.7.5 Where permitted under applicable mandatory law, BT will delete any Content, including stored logs or any configuration data relating to BT's management of the Service.

9 Notification of Incidents

Where you become aware of an Incident:

- 9.1 the Reseller Contact will report it to BT's Service Desk;
- 9.2 BT will give you a unique reference number for the Incident;
- 9.3 BT will inform you when BT believes the Incident is cleared, and will close the Incident when:
 - 9.3.1 you confirm that the Incident is cleared within 24 hours of being informed; or
 - 9.3.2 BT has attempted unsuccessfully to contact you, in the way agreed between both of us, in relation to the Incident and you have not responded within 24 hours of BT's attempt to contact you.
- 9.4 If you confirm that the Incident is not cleared within 24 hours of being informed, the Incident will remain open, and BT will continue to endeavour to resolve the Incident and, where appropriate, BT will continue to measure Service Downtime, until the Incident is closed as set out in Paragraph 9.3.

10 Invoicing

- 10.1 BT will invoice you for the Charges for the Service as set out in Paragraph 10.2 in the amounts and currency specified in any Orders.
- 10.2 Unless stated otherwise in an applicable Order, BT will invoice you for:
 - 10.2.1 Installation Charges, on the Service Start Date(s);
 - 10.2.2 Recurring Charges, except Usage Charges, monthly in advance on the first day of the relevant month (for any period where Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis);
 - 10.2.3 Usage Charges, monthly in arrears on the first day of the relevant month, calculated at the then current rates;
 - 10.2.4 De-installation Charges within 60 days of de-installation of the Service; and
 - 10.2.5 any Termination Charges incurred in accordance with Paragraph 11 upon termination of the relevant Service(s).



- 10.3 BT may invoice you for any of the following Charges in addition to those set out in the Order:
- 10.3.1 Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is outside the Service Management Boundary;
 - 10.3.2 Charges for (de-)commissioning the Service as set out in Paragraph 7.2 outside of Business Hours;
 - 10.3.3 Charges for restoring Service if the Service has been suspended in accordance with the Governing Agreement;
 - 10.3.4 Charges for cancelling the Service in accordance with the Governing Agreement;
 - 10.3.5 Charges for expediting provision of the Service at your request after you have been informed of the Reseller Committed Date;
 - 10.3.6 Charges for the provision of professional services, including application development, your special requests and/or training services.

11 Charges at the End of the Contract

- 11.1 If you exercise any right under the Governing Agreement to terminate the Contract or any Service for convenience, you will pay BT:
- 11.1.1 all outstanding Charges for Service rendered;
 - 11.1.2 De-installation Charges;
 - 11.1.3 any remaining Charges outstanding with regard to BT Equipment or Purchased Equipment;
 - 11.1.4 any other Charges set out in the Order; and
- 11.2 If you terminate during the Minimum Period of Service or any Renewal Period:
- 11.2.1 for any parts of the Service that were terminated during the first 12 months of the Minimum Period of Service, Termination Charges, as compensation, equal to:
 - (a)
 - (i) 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service; and
 - (ii) 20 per cent of the Recurring Charges for the remaining months, other than the first 12 months, of the Minimum Period of Service; and
 - (b) any waived Installation Charges; and
 - 11.2.2 for any parts of the Service that were terminated after the first 12 months of the Minimum Period of Service or during a Renewal Period, Termination Charges, as compensation, equal to 20 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or the Renewal Period.

12 Service Amendment

- 12.1 You may request, by giving BT Notice, a change to:
- 12.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or
 - 12.1.2 the Service at any time after the Service Start Date.
- 12.2 If you exercise your right under Paragraph 12.1, and except where a change results from BT's failure to comply with BT's obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate, including:
- 12.2.1 the likely time required to deliver the changed Service; and
 - 12.2.2 any changes to the Charges due to the changed Service.
- 12.3 BT has no obligation to proceed with any change that you request under Paragraph 12.1, unless and until BT has both agreed in writing on the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change.
- 12.4 If BT changes a Service (or part of Service) prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, in BT's reasonable discretion, apply additional, reasonable one-time and Recurring Charges.

13 IP Addresses, Domain Names and Telephone Numbers

- 13.1 Except for IP Addresses and telephone numbers expressly registered in your name, all IP Addresses and Domain Names and telephone numbers (including Service Numbers made available by BT with the Service will at all times remain BT's property or the property of BT's suppliers and will be non-transferable. All your rights to use such BT IP Addresses and/or Domain Names or telephone numbers will cease on termination or expiration of the Service.



- 13.2 BT cannot ensure that any requested Domain Name will be available from or approved for use by the Internet Registration Authority and BT has no liability for any failure in the Domain Name registration, transfer, or renewal process.
- 13.3 You warrant that you are the owner of, or are authorised by the owner of, the trademark or name that you wish to use as a Domain Name.
- 13.4 You are responsible to pay for all fees associated with registration and maintenance of your Domain Name and will reimburse BT for any and all fees that BT pays to any applicable Regional Internet Registry, Internet Registration Authorities, and thereafter be responsible for paying such fees directly to the relevant Regional Internet Registry or Internet Registration Authorities.
- 13.5 Telephone numbers made available with the Service will at all times remain BT's property and will be non-transferable, and all of your rights to use telephone numbers will cease on termination or expiration of the Service.



Part C – Service Levels

14 Introduction

- 14.1 BT will use its reasonable endeavours to achieve the service levels ("**Service Levels**") applicable to the Service. If BT fails to achieve the Service Levels, you may claim associated service credits ("**Service Credits**").
- 14.2 Service Levels only apply to events occurring within the Service Management Boundary.
- 14.3 Service Credit calculations and payments will be based on monthly Recurring Charges, unless stated to the contrary in the Order.

15 On Time Delivery

15.1 On Time Delivery Service Level

- 15.1.1 BT will deliver the Service on or before the Reseller Committed Date (the "**On Time Delivery Service Level**").

15.2 On Time Delivery Service Credits

- 15.2.1 If BT does not meet the On Time Delivery Service Level, you may claim On Time Delivery Service Credits for each Business Day that after the Reseller Committed Date until the Service is delivered at the Site (i.e. when the Operational Service Date occurs), as set out in this Paragraph 15.2.
- 15.2.2 If both of us have agreed a revised Reseller Committed Date in writing, or if BT exercises BT's right to revise the Reseller Committed Date as set out in Paragraph 15.2.3, the calculation of any On Time Delivery Service Credits will be made by reference to the revised Reseller Committed Date.
- 15.2.3 If you request a change to the Service or any part of the Service, including, without limitation, any Purchased Equipment or any IP Address location, then BT may change the Reseller Committed Date to accommodate that change.

15.3 Exceptions

- 15.3.1 The On-Time Delivery Service Level does not apply to upgrades and/or changes to the Service, unless these have an agreed delivery date, in which case the Reseller Committed Date will be that agreed delivery date for such upgrades or changes.
- 15.3.2 BT may expedite delivery of the Service for operational reasons or in response to a request from you, but this will not revise the original Reseller Committed Date.
- 15.3.3 Where you do not provide the information required by BT or comply with the provisioning rules and timescales provided by BT in writing, the On Time Delivery Service Level will not apply.

16 Service Availability

- 16.1 BT will assign a Service Level category for each Site ("**Site Service Level Category**") included in the Order that is determined by the Service configuration and the technical specification at that Site. The Site Service Level Categories and the associated service availability metrics are set out in the table below.
- 16.2 Each Site Service Level Category has an Annual Service Availability Target, a Maximum Annual Service Downtime and a Monthly Standard Service Credit Start Point which are used to ascertain when Service Credits are payable. BT will measure Service Downtime for each Qualifying Incident and will keep a record of cumulative Service Downtime by Site, in units of full minutes, for each month and a rolling 12-month period.
- 16.3 Service Downtime is measured from when a Qualifying Incident is opened on BT's incident management system and ends when BT resolves the Qualifying Incident ("**Service Downtime**"). You will be given an Incident ticket number for each Qualifying Incident. BT will inform you when the Qualifying Incident is resolved and will close the Incident ticket when either you confirm within 20 minutes that the Qualifying Incident is resolved, or BT has attempted and failed to contact you, and you do not respond within 20 minutes. If you confirm that the Qualifying Incident is not resolved within 20 minutes of being informed, the Incident ticket will remain open, and the Service Downtime calculation will be adjusted.
- 16.4 Service Downtime will be suspended outside Business Hours, unless otherwise specified in the Order.

Site Service Level Category	Annual Service Availability Target	Maximum Annual Service Downtime	Monthly Standard Service Credit Start Point	Service Credit Interval	Standard Service Credits for each started Service Credit Interval	Elevated Service Credits
Cat A+	≥ 99.99%	1 hour	0 minutes	Per started 15 minutes	4% of MRC	8% of MRC



Cat A1	≥ 99.97%	3 hours	0 minutes	Per started hour	4% of MRC	8% of MRC
Cat A	≥ 99.95%	4 hours	0 minutes	Per started hour	4% of MRC	8% of MRC
Cat B	≥ 99.90%	8 hours	1 hour	Per started hour	4% of MRC	8% of MRC
Cat C	≥ 99.85%	13 hours	3 hours	Per started hour	4% of MRC	4% of MRC
Cat D	≥ 99.80%	17 hours	5 hours	Per started hour	4% of MRC	4% of MRC
Cat E	≥ 99.70%	26 hours	7 hours	Per started hour	4% of MRC	4% of MRC
Cat F	≥ 99.50%	43 hours	9 hours	Per started hour	4% of MRC	4% of MRC
Cat G	≥ 99.00%	87 hours	11 hours	Per started hour	4% of MRC	4% of MRC
Cat H	≥ 98.00%	175 hours	13 hours	Per started hour	4% of MRC	4% of MRC
Cat I	≥ 97.00%	262 hours	15 hours	Per started hour	4% of MRC	4% of MRC

16.5 Service Availability Service Credits

16.5.1 When there is a Qualifying Incident(s) and the cumulative Service Downtime in a month at a Site exceeds the Monthly Standard Service Credit Start Point but does not exceed the Maximum Annual Service Downtime, you may claim standard Service Credits. Service Credits will be four (4) per cent of the Monthly Recurring Charges ("**MRC**") for the impacted Service, per started Service Credit Interval above the Monthly Standard Service Credit Start Point.

By way of a worked example: at a Cat D Site, a Qualifying Incident with a Service Downtime of 6 hours and 10 minutes would incur 2x4% of the MRC for the impacted Service (two started Service Credit Intervals above the 5-hour Monthly Service Credit Start Point).

16.5.2 Elevated Service Credits shall apply if the cumulative Service Downtime at a Site in any rolling 12-month period exceeds the Maximum Annual Service Downtime. Elevated Service Credits shall apply to the entire Service Downtime of the Incident which triggered the breach of the Maximum Annual Downtime. You may claim for each started Service Credit Interval at the percentage of MRC for the Service shown in the table above. Elevated Service Credits will remain for any further periods of Service Downtime until the Maximum Annual Service Downtime in a rolling 12-month period is no longer exceeded. Whilst Elevated Service Credits apply, Standard Service Credits and the Standard Service Credit Start Point will not apply.

By way of a worked example: at a Cat D Site, a Qualifying Incident with a Service Downtime of 8 hours in May, then a further Qualifying Incident with a Service Downtime of 10 hours in September, the Service Downtime in September would result in a breach of the Maximum Annual Service Downtime target of 17 hours. Elevated Service Credits will apply at a rate of 10x4% of the MRC for the impacted Service in September. The Elevated Service Credits shall apply if there are any additional periods of Service Downtime until the 17-hour Maximum Annual Service Downtime is no longer breached in a rolling 12-month period. Assuming there are no further Qualifying Incidents, this would be May of the following year.

17 Resiliency Restoration

17.1 Resiliency Restoration Service Level

17.1.1 From the Operational Service Date, where you have purchased a Resilient Service and experience a Qualifying Incident on any Resilient Component, BT aims to restore the Service to the affected Resilient



Components within 24 hours of you reporting the Qualifying Incident or BT detecting the Incident ("**Resiliency Restoration Service Level**"), but the Resiliency Restoration Service Level will not apply where there is a Priority 1 Incident (in which case, the Service Availability Service Level will apply).

17.2 Resiliency Restoration Service Credits

17.2.1 If the affected Resilient Components are not restored within 24 hours, you may request a Service Credit ("**Resiliency Restoration Service Credit**") for each commenced hour in excess of the Resiliency Restoration Service Level of one (1) per cent of the total monthly Recurring Charges for the Resilient Service up to a maximum amount equal to 100 percent of the monthly Recurring Charges for the Resilient Service.

18 Network Performance

18.1 BT Network - Post Dial Delay (PDD)

18.1.1 For any route(s) for On-net Calls (including the Access Lines that BT provides) or for the part of the call carried on the BT Network (including Access Line) for On-net to Off-net Calls ("**Qualifying Route**"), BT's target is for PDD to be five (5) seconds or less ("**Post Dial Delay Service Level**"). Calls terminating Off-Net or calls originating in China are excluded from the Qualifying Route and Post Dial Delay Service Level, as PDD may be twenty (20) seconds or less in these cases.

18.1.2 If you experience PDD greater than five (5) seconds on any Qualifying Route, you must report it to the BT Service Desk using the Incident reporting procedures set out in Paragraph 9. BT will investigate the cause, and, if it is due to the BT Network, BT will resolve the Incident as quickly as reasonably possible.

18.1.3 If either:

- (a) the Incident continues for more than five (5) Business Days; or
- (b) you report three (3) Incidents on the same Qualifying Route(s) in any calendar month,

and the Incidents are due to the BT Network, you may request a Service Credit of two (2) per cent of the monthly Recurring Charges of the originating Site.

18.1.4 These targets for PDD do not apply:

- (a) when compression is applied on the Enabling Service;
- (b) to Sites with Site location codes or a variable length dial plan; and
- (c) when the Direct Access connectivity option is via the internet.

18.2 Transmission Rate

18.2.1 For any Qualifying Route, BT's targets for Transmission Rates are 9.6 Kbits per second for Voice Band Data and 14.4 Kbits per second for fax ("**Transmission Rate Service Level**"), subject to your architecture being capable of transmitting at these rates.

18.2.2 If you experience Transmission Rates on any Qualifying Route(s) lower than the target rates, you must report it to the Service Desk using the Incident reporting procedures outlined in Paragraph 9. BT will investigate the cause, and if the lower transmission rate is due to the BT Network, BT will resolve the Incident as quickly as reasonably possible.

18.2.3 If the lower Transmission Rate persists for five (5) days or more, you may request a Service Credit and BT will pay you a Service Credit of two (2) per cent of the monthly Recurring Charges for the affected (originating) Site.

19 General Service Credit Limitations

19.1 Service Credits for all Service Levels will be aggregated and cannot exceed 100% of the cumulative monthly Recurring Charges at any affected Site.

19.2 To qualify for Service Credits and before any Service Credits can be applied, you must claim the applicable Service Credits within 25 days of the end of the calendar month in which the Service underperformed (or where a longer time-period is required by mandatory local law then the shortest period that can be applied) and provide details of the reason for the claim. Any failure by you to submit a claim in accordance with this Paragraph 19.2 will constitute a waiver of any claim for Service Credits in that calendar month.

19.3 Upon receipt of a valid claim for Service Credits in accordance with Paragraph 19.2, Service Credits will be:

19.3.1 paid by deducting those Service Credits from your invoice within two (2) billing cycles of the claim being received; and

19.3.2 if related to On Time Service Delivery Credits, paid by deduction from the first invoice following the Operational Service Date; or



- 19.3.3 following expiry or termination of the Service where no further invoices are due to be issued by BT, BT will pay you the Service Credits within two (2) months of a claim being received.
- 19.4 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.

20 General Service Credit Exclusions

- 20.1 Only measurements carried out by BT will be used in the calculation of Service Credits.
- 20.2 The Service Levels and/or Service Downtime under this Schedule will be excluded:
- 20.2.1 if BT fails to do or not do something that BT is supposed to under the Agreement (including not carrying out any of BT's responsibilities, carrying them out late or not meeting any Service Levels), to the extent BT's failure is due to:
- (a) your failure to carry out any of your responsibilities under the Agreement, or you carrying them out late, in which case you will pay BT for any reasonable costs BT incurs as a result of your failure;
 - (b) your failure to make sure that End Customers carry out any of their responsibilities under the Agreement, or if they carry them out late, in which case you will pay BT for any reasonable costs BT incurs as a result of your failure;
 - (c) anyone other than BT, its Affiliates or its subcontractors failing to do or not do something they are supposed to do;
 - (c) a restriction or prevention by Applicable Law, a court order, an application for interlocutory relief or injunction; or
- 20.2.2 during any trial period of the Service;
- 20.2.3 to failures due to any Force Majeure Event or for any cause beyond BT's reasonable control as set out in the Governing Agreement or this Schedule;
- 20.2.4 if you cause a delay, provide inaccurate information or do not provide any requested information in accordance with any reasonable timescales BT tells you about;
- 20.2.5 to the targets for PDD and the Transmission Rate if you have ordered compression on an Access Line;
- 20.2.6 to the targets for PDD if you use Site location codes or have a variable dial plan;
- 20.2.7 to any Incident not reported in accordance with Paragraph 9 above or where a Priority 1 Incident tickets are opened erroneously;
- 20.2.8 if you have not complied with the Agreement;
- 20.2.9 where your acts or omissions or any third party (excluding BT's suppliers) lead to BT not being able to provide all or part of this Service; e.g. you do not provide access, delay providing access or deny permission for BT or its agents and third parties, acting on BT's behalf, to implement the Service or carry out necessary repairs to the Service;
- 20.2.10 if a third-party Enabling Service is not connected or functioning, a fault on your and/or End Customer's network, your and/or your End Customer's Equipment (including configuration) or on any third-party software or service not provided and/or managed by BT under the terms of this Schedule;
- 20.2.11 for any Incidents or faults caused by your and/or your End Customer's use or management of the Service;
- 20.2.12 if BT is awaiting information from you or awaiting confirmation by you that the Service has been restored;
- 20.2.13 during any period of Planned Maintenance or agreed changes on the Service by BT unless the service outage time exceeds the time estimation communicated to you;
- 20.2.14 during any period of maintenance by you, third party on your equipment, third party software or third-party services not provided and/or managed by BT under the terms of this Schedule; and/or
- 20.2.15 if the Service is suspended due to your breach of your obligations under the Governing Agreement.



Part D - Defined Terms

21 Defined Terms

In addition to the defined terms in the Governing Agreement, capitalised terms in this Schedule will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the Governing Agreement, these defined terms will take precedence for the purposes of this Schedule):

"Acceptance Tests" means those objective tests conducted by you, which, when passed confirm that you accept the Service and that the Service is ready for use save for any minor non-conformities, which will be resolved as an Incident as set out Paragraph 7.3.1 and 7.3.2.

"Access Line" means a Circuit connecting a Site to the BT Network or POP. A dedicated Access Lines provides a direct access connection between a Site and the Outbound Node.

"Alternative Routing Plan" means the temporary Routing Plan to be activated by BT upon request by you in the event of an emergency or a specific business event such as a marketing campaign.

"Authorisation Code" means a set of dialled digits a Caller enters that validate a User's identity. If digits are incorrect or not entered, the call will be disconnected.

"Authorised User" has the meaning given in Paragraph 8.6.10.

"BT Network" means the communications network owned or leased by BT and used to provide the Service.

"Business Day" means generally accepted working days at the locality of the Site, excluding any national or bank holidays.

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

"Call Detail Report" means the report, which includes detailed analysis of individual calls.

"Call Traffic Controller" means the web interface through which you can gain immediate control over Service applications (e.g., emergency plan activation, modification of Routing Plan parameters, and verification of your data).

"Call Traffic Reporter" means the set of standard reports as set out in the User Guide and the Call Detail Report.

"Caller" means the person calling your End Customer.

"Calling Line Identify" or **"CLI"** is the feature on the Service, which identifies the call number to the User.

"Caller Pays" means the Caller will pay the PSTN call charges to connect to the Inbound Node.

"Circuit" means any line, conductor, or other conduit between two (2) terminals by which information is transmitted, and that is provided as part of the Service.

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

"Core Network" means BT's network infrastructure within the Service Management Boundary and includes (i) in the case of direct access by IPCG, the Access Line between the BT Network and the BT NTE and (ii) in the case of direct access by internet, the BT proxy server which faces the internet.

"Dedicated Access Line" means an Access Line, which provides a direct access connection between a Site and the Outbound Node.

"De-installation Charges" means the charges payable by you on de-installation of the Service that will be equal to the then current rates for Installation Charges on the date of de-installation.

"Delivery Method" means a logical link between the Outbound Node and the contact centre, which may be an Access Line or Switched Egress.

"Dialled Number Identification Service" or **"DNIS"** means the feature described in Paragraph 2.5.1 of this Schedule.

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

"Domestic Toll Free" means the method by which a Caller makes a voice call using a telephone number that is usually free to the Caller, and which is normally connected to the Inbound Node in the originating country. (Calls may not be free for all Callers, such as calls from mobile telephones or hotels).

"Elevated Availability Service Credit Rate" means the applicable rate as set out in the table at Paragraph 16.4 for the relevant SLA Category.

"End Customer" means any customer that you resell the Inbound Contact global Service to.

"Excess Construction Charges" or **"ECC"** means any Charges in addition to installation Charges required for the installation of a Service, or an aspect of a Service, that exceed the level normally required, including where additional infrastructure is provided to give a new or extended Service at a Site or other location.

"Geographic Routing" means routing configurations are defined based on a call's point of origin.

"Governing Agreement" means the general terms and conditions which govern this Schedule.

"Greenwich Mean Time" or **"GMT"** means the standard time zone measured at the Royal Observatory in Greenwich, London.

"Harmful Code" means any program, routine or device, which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any 'time bomb', virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door.



- "Inbound Node"** means the Node where incoming calls access the BT Network.
- "Incident"** means an unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.
- "Installation Charges"** means those Charges set out in the Order in relation to installation of the Service and/or any Purchased Equipment, Reseller Equipment and/or BT Equipment as applicable.
- "International Direct Dialling"** or **"IDD"** means the method by which a Caller makes an international voice call by dialling the telephone number of a different country and connecting to the called party without involving an operator.
- "International Toll Free"** means the method by which a Caller makes a voice call using a telephone number that is usually free to a Caller where the call is routed internationally before reaching the Inbound Node. (Calls may not be free for all Callers, such as calls from mobile phones or hotels).
- "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.
- "Internet Registration Authority"** means an internationally recognised organisation that logs the registered owners of Domain Names and manages Domain Name registries for the country or international community that it represents.
- "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.
- "Local Area Network"** or **"LAN"** means the infrastructure that enables the ability to transfer IP services within Sites (including data, voice and video conferencing services).
- "Local Contracted Business Hours"** means the times during which maintenance of any Access Line is provided, which will be Business Hours unless specified otherwise in the Order.
- "Maintenance"** means any work on the BT Network or Services, including to maintain, repair or improve the performance of the BT Network or Services.
- "Maximum Annual Service Downtime"** has the meaning given in the table at Paragraph 16.4 for the relevant SLA Category.
- "Minimum Period of Service"** means a period of 12 consecutive months beginning on the Service Start Date (or Operational Service Date), unless otherwise set out in an Order.
- "National Call Rate Number"** means the Caller pays a portion of the PSTN call charges to connect to the Inbound Node.
- "Network Terminating Equipment"** or **"NTE"** means the BT Equipment used to provide the Service, either at the point of connection between the BT Network and the Access Line or provided at the Sites for connection to the Network Terminating Unit.
- "Network Terminating Unit"** or **"NTU"** means the socket where your wiring, equipment or existing qualifying data service is connected to the Access Line.
- "Node"** means the point where your equipment is connected to the BT Network.
- "Notice"** means any notice to be given by one of the Parties to the other under the Agreement in accordance with the terms set out in the Governing Agreement.
- "Notice of Non-Renewal"** has the meaning given in Paragraph 6.2.4.
- "Notice to Amend"** has the meaning given in Paragraph 6.2.3.
- "Off-net Call"** or **"Off-Net"** means a call, some, or all of which is transported on the PSTN.
- "On-net Call"** means a call that is routed between the Core Network and the Reseller POP using either of the Direct Access connectivity options.
- "On Time Delivery Service Credits"** means four (4) percent of the Recurring Charges for the applicable Site, per Business Day.
- "On Time Delivery Service Level"** has the meaning given in Paragraph 15.1.
- "Operational Service Date"** means the date upon which the Service is made operationally available to you at a Site and may be called the "Service Start Date" in some Governing Agreements.
- "Outbound Node"** means the Node that is connected to a Site by the Delivery Method.
- "PIN Routing"** means the feature that defines the outcome of a call based on the digits entered by a Caller. If no match is found, a call will go to a default outcome.
- "Planned Maintenance"** means any Maintenance BT has planned to do in advance.
- "POP"** means a point of presence, which (i) in the case of direct access by IPCG, is the point where the Access Line terminates and is the demarcation point between the Access Line and the Core Network or (ii) in the case of direct access by internet, is the point at which BT passes the call to the internet.
- "Post Dial Delay"** or **"PDD"** means the time from when the node to which the Site is connected receives the last digit of a valid number to when ringing tones are returned to the Reseller's architecture.
- "Priority 1 Incident"** means an Incident that cannot be circumvented and that constitutes a complete loss of Service at the Site or Circuit (and in respect of a Resilient Service, excluding any loss of service of a Resilient Component where you still have access to the Service through the other back-up Resilient Component).

"PSTN" means Public Switched Telephone Network, which is the concentration of the world's public circuit switched telephone networks.

"Qualifying Incident" means a Priority 1 Incident affecting the Service within the Service Management Boundary, with the exception of Incidents caused by:

- (a) the Service having been modified or altered in any way by you, or by BT in accordance with your instructions;
- (b) Planned Maintenance;
- (c) you having performed any network configurations that BT did not approve;
- (d) an Incident has been reported and BT cannot confirm that an Incident exists after performing tests; or
- (e) you having requested BT to test the Service at a time when no Incident has been detected and/or reported.

"Qualifying Route" has the meaning given in Paragraph 18.1.1.

"Recurring Charges" means the Charges for the Service or applicable part of the Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in the Order.

"Regional Internet Registry" means an organisation that manages the allocation and registration of internet number resources within a particular region of the world. Internet number resources include IP Addresses and autonomous system (AS) numbers.

"Renewal Period" means for each Service, the initial 12-month period following the Minimum Period of Service, and each subsequent 12-month period.

"Reseller Committed Date" has the meaning given in Paragraph 7.1.4.

"Reseller Contact" has the meaning give in Paragraph 8.1.1.

"Reseller Equipment" means any equipment including any Purchased Equipment and any software, other than BT Equipment, used in connection with the Inbound Contact global Service.

"Resiliency Restoration Service Credit" has the meaning given in Paragraph 17.2.1.

"Resiliency Restoration Service Level" has the meaning given in Paragraph 17.1.

"Resilient Component" means, with respect to a Resilient Service, any of the Access Lines, BT Equipment or Purchased Equipment.

"Resilient Service" means a Service or part of a Service, as set out in the Order, designed to have high availability and without single points of failure, such that where one component fails the Service is still available. For example, where BT provides:

- (a) two or more Access Lines, to provide more resiliency; and
- (b) where applicable, BT Equipment and/or Purchased Equipment to provide more resiliency; and
- (c) Maintenance service 24 hours a day and seven days a week, including public holidays in respect of (a) and (b) above.

"Routing Plan" means the plan that contains the preferred path or paths through the BT Network, the PSTN and the Delivery Method(s), via which a call may be delivered to your Site, and other routing parameters as agreed between both the parties.

"Service" has the meaning given in Paragraph 1.

"Service Availability Service Credit" means the Service Credit calculated at the Standard Availability Service Credit Rate or at the Elevated Availability Service Credit Rate as applicable.

"Service Credit" means any remedy for failure by BT to meet a Service Level as set out in this Schedule.

"Service Credit Interval" means as set out in the table at Paragraph 16.4 for the relevant SLA Category.

"Service Desk" has the meaning given in Paragraph 7.1.1.

"Service Downtime" means the period of time during which a Qualifying Incident exists as measured by BT in accordance with Paragraph 16.5.1.

"Service Level" means each of the On Time Delivery Service Level, the Service Availability Service Level, and the Resiliency Restoration Service Level, the Transmission Rate Service Level and the Post Dial Delay Service Level, as applicable.

"Service Management Boundary" has the meaning given in Paragraph 4.1.

"Service Number" means a telephone number which starts with a specific code that identifies the charging mechanism associated with that telephone number.

"Service Options" has the meaning given in Paragraph 3.

"Shared Cost" means the Caller pays a portion of the PSTN call charges to connect to the Inbound Node.

"Site" means a POP location at which the Service is provided to you, which can be owned by you or a third party.

"Site Charges" means the costs associated with a location where Service is provided.

"SLA Category" means the category, as set out in the Order that, in accordance with the table set out at Paragraph 16.4, specifies the following in relation to the Service, Site or Circuit:

- (a) Annual Service Availability Target;



- (b) Maximum Annual Service Downtime;
- (c) Monthly Standard Service Credit Start Point;
- (d) Standard Availability Service Credit Rate;
- (e) Elevated Availability Service Credit Rate; and
- (f) Service Credit Interval.

“**Standard Availability Service Credit Rate**” means the applicable rate as set out in the table at Paragraph 16.4 for the relevant SLA Category.

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

“**Subscription Term**” means the term contracted for this Service as set out in the Order. In some Governing Agreements this may also be called “Minimum Period of Service”.

“**Switched Egress**” means a link between the Outbound Node and a Site using the PSTN.

“**Termination Charges**” means those Charges incurred in accordance with Paragraph 11.

“**Toll Free Number**” means a Service Number that is free of charge to the Caller.

“**Transmission Rate**” means the speed of transmission of voice-band and fax signals.

“**Uniform Resource Locator**” or “**URL**” means a character string that points to a resource on an intranet or the Internet.

“**Usage Charges**” means the Charges for the Service or applicable part of the Service that are calculated by multiplying the volume of units that you used or incurred in a period (e.g. number of agents using the Service, or the number of minutes the Service was used for) with the relevant fee that is specified in the Order.

“**User**” means any person who is permitted by you to use or access the Service.

“**User Guide**” means the document setting out the instructions and guidelines that BT will provide you in relation to using the Service.

“**Voice Band Data**” means one of the frequencies, within part of the audio range, which is used for the transmission of speech.

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

“**Web Button**” means a defined area on a web page that the User can click on to trigger a script.