Nuance Gatekeeper with BT Service Schedule
Part A – Service Terms

Section A Service Terms

1. SERVICE SUMMARY

1.1 Nuance Gatekeeper with BT is a Software as a Service (SaaS) biometric solution whereby BT provides access to a platform that provides features to allow for the authentication of genuine callers to the contact centre whilst preventing fraud. BT will provide and maintain access to a platform and service set out in an applicable Order, comprising the standard components of the Service set out in Part B up to the point of the Service Management Boundary ("**Service**").

1.2 This Part A sets out the specific terms and conditions applicable to the Service, and Part B sets out the service description and the terms relating to how BT manages the Service.

1.3 This Schedule will not apply for the provision of any other services provided by BT (including the Enabling Services) as such services will be governed by their separate terms and conditions.

2. MAINTENANCE, CHANGES AND SUSPENSION TO THE SERVICE

2.1 BT may carry out Planned Maintenance on the Service from time to time. BT will inform the Customer at and (14) fourteen calendar days prior notice in the case that such Planned Maintenance is planned to impact Customer service at any time.

2.2 BT may change the Service provided the performance and quality of the Service is not materially adversely affected. Prior to introducing any change to the Service BT shall provide the Customer with as much notice as is reasonably practicable. Such changes may include:

2.2.1 Introducing or removing features of the Service; or

2.2.2 replacing the Service with a materially equivalent Service.

2.3 BT may occasionally suspend the Service in the event of an emergency and/or to safeguard the integrity and security of its network and/or repair or enhance the performance of its network. Where possible, BT shall inform the Customer without undue delay in advance. Where it is not possible to inform the Customer in advance of restriction or suspension of any affected Service BT shall explain as soon as is reasonably practicable afterwards why such restriction or suspension was required.

Section B Customer Obligations and related Additional Terms

3. GENERAL CUSTOMER OBLIGATIONS

3.1 The Customer will:

3.1.1 provide BT with the names and contact details of the Customer contact;

3.1.2 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;

3.1.3 use the Incident reporting procedures notified to Customer by BT, and ensure that the Customer operational contact is available for all subsequent Incident management communications;

3.1.4 complete any preparation activities that BT may request to enable the Customer to receive the Service promptly and in accordance with any agreed timescales;

3.1.5 procure services that are needed to permit the Service to operate, including Enabling Services as defined in Part B, and ensure they meet the minimum technical requirements specified by BT;

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3.1.6 where the Customer has provided its own or a third-party Enabling Service, ensure and confirm to BT that the Enabling Service is working correctly before reporting Incidents to BT;

3.1.7 inform BT of any planned maintenance on any third party provided Enabling Service;

3.1.8 be responsible for its Content and that of its Users (including any Content hosted by the Customer or any User on behalf of third parties).

3.2 Customer Equipment and Site requirements

3.2.1 The Customer will:

(a) provide BT with any information reasonably required, including information in relation to health and safety and the environment, without undue delay, and the Customer will ensure that the information is accurate and complete; and

(b) monitor and maintain any Customer equipment connected to the Service or used in connection with a Service.

3.3 Caller and User Consent

3.3.1 The Customer will implement the Service with a voice message that informs callers of the type of Personal Data processing that the Service is doing.

3.3.2 The Customer will implement the Service with a feature to request the caller's explicit consent to use its biometric data. In order to do this, the caller will need to take an active action, such as pressing a specific number or other key on their phone. Without this consent/action the Service cannot be used with that particular caller. It must be possible to prove that this consent was effectively provided.

3.3.3 The Customer will obtain from Users and callers the necessary consents to allow BT and/or its Suppliers to use (including the retention) the Personal Data, for the provision of the Service.

4. LICENCE TERMS

4.1 Upon commencement of the Service, BT grants to the Customer a non-exclusive, non-transferable right and license to:

4.1.1 use the Client Software, if any, and associated documentation internally for the sole and limited purpose of developing and enabling the website(s) and/or application(s) to access the Service;

4.1.2 use, display and copy, the Client Software solely as integrated into the website(s) and/or application(s) to access the Service;

4.1.3 use the Client Software, if any, and associated documentation to provide support for the web site(s) and/or application(s); and

4.1.4 access and use the Service (which includes the Client Software) solely for its internal business operations subject to any limitations on such use set forth in an applicable Order Form, and/or the Governing Agreement.

4.2 The Customer hereby grants to BT a nonexclusive, non-transferable, limited license to use any content, materials and technology supplied by the Customer to BT and the Supplier for the purpose of performing the Services, deploying any Client Software.

4.3 If the Customer does not comply with the licence terms in paragraph 4.1:

4.3.1 BT may restrict or suspend the entire Service upon notice; in such event:

(a) the Customer will continue to pay the Charges for the Service until the end of the Subscription Term; and

(b) BT may charge a re-installation fee to re-start the Service.

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5. SUPPLIER TERMS

5.1 Content. The Customer is solely responsible for, and BT and its Supplier(s) shall have no liability with respect to:

5.1.1 the style and content of all communications and data conveyed to users of the Service;

5.1.2 compliance with all applicable governmental, legal and regulatory requirements and laws concerning the information requested of its Users, calls made to its Users and the delivery and content of any promotional or other messages to such Users;

5.1.3 the collection of personally identifiable information of individuals obtained in using the Service;

5.1.4 all of its branding elements; and

5.1.5 the recording or logging of calls or sessions as part of the Service and the Customer will take all appropriate measures as necessary to comply with all laws applicable to the foregoing.

5.2 Proprietary Rights; Restrictions. The Customer acknowledges that BT and or its licensors retain all right, title and interest in and to the original, and any copies, of the Client Software incorporated into the websites and/or applications, and to the Services and tools, including the self-service reporting extranet and the VoiceXML platform tools available through the Client Portal. Without limiting the generality of the foregoing, the Customer agrees not to:

5.2.1 submit any automated or recorded requests to the Service unless otherwise approved in writing by BT and its licensors;

5.2.2 access the Service with software or means other than the websites and/or applications;

5.2.3 copy, reproduce, distribute, or in any other manner duplicate the Client Software or the Service, in whole or in part;

5.2.4 sell, lease, license, sublicense, distribute, assign, transfer or otherwise grant any rights in the Client Software, in whole or in part;

5.2.5 modify, port, translate, or create derivative works of the Client Software or the Service;

5.2.6 decompile, disassemble, reverse engineer or otherwise attempt to derive, reconstruct, identify or discover any source code, underlying ideas, or algorithms, of the Client Software or the Service by any means;

5.2.7 remove any proprietary notices, labels or marks from the Client Software or the Service; or

5.2.8 knowingly take any action that would cause the Client Software or technology incorporated into the Service to be placed in the public domain;

5.3 Trademarks. Third-party (including Supplier) trademarks, trade names, product names and logos (the "**Trademarks**") contained in or used by the Client Software or the Service are the trademarks or registered trademarks of their respective owners, and the use of such Trademarks shall inure to the benefit of the Trademark owner. The use of such Trademarks is intended to denote interoperability and does not constitute:

5.3.1 an affiliation by BT and its licensors with such company, or

5.3.2 an endorsement or approval of such company of BT and its licensors and its products or services.

5.4 Supplier Data Use. The Customer gives Supplier permission to use the Data in accordance with this paragraph solely to provide the Service. Supplier and third parties acting under the direction of Supplier may use, compile (including creating statistical and other models), annotate and otherwise analyse the Data to develop, operate, maintain, tune, enhance, improve and provide technical support services for the speech recognition, natural language understanding and other components of its software and services. Nothing in this Agreement will prevent either party from using any general concepts, ideas, know how, methodologies, processes, techniques or algorithms retained in the unaided memory of that party's

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personnel which were developed or disclosed pursuant to this Agreement, provided that in doing so that party does not:

5.4.1 breach its obligations of confidentiality;

5.4.2 infringe the Intellectual Property Rights of the other party or of third parties; or

5.4.3 use personal data for purposes other than stated in this Agreement.

5.5 For the avoidance of doubt, paragraph 5.4 does not seek to alter the ownership of the intellectual property rights of the Data provided to the Supplier itself, which shall remain owned by its current owner.

6. PASSWORDS, AUTHORISED USERS AND SECURITY

6.1 The Customer is responsible for the proper use of any User names, personal identification numbers and passwords or similar used in conjunction with the BT equipment or the Service, and the Customer will take all necessary precautions to ensure that the foregoing are kept confidential, secure and not made available to unauthorised persons.

6.2 The Customer will distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service.

6.3 The Customer will promptly terminate access of any person who is no longer an authorised User.

6.4 The Customer will promptly inform BT if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way.

6.5 The Customer will change any or all passwords or other systems administration information used in connection with the Service if BT asks Customer to do so in order to help safeguard ensure the security or integrity of the Service.

6.6 The Customer will not allow any specific User license to be used by more than one User unless it has been reassigned in its entirety to another User.

Section C Acceptable Use Policy

7. INTRODUCTION

7.1 The Customer acknowledges that it has read and agrees to be bound by and to ensure that any Users will comply with this Section C ("**Acceptable Use Policy**" or "**AUP**").

8. USE OF THE SERVICE

8.1 The Customer will not use the Service in breach of Applicable Law or in any way that is considered to be:

8.1.1 detrimental to any person or in a manner which violates or otherwise encroaches on the rights of others (including rights of privacy and free expression); and

8.1.2 detrimental to the provision of services to the Customer or any other BT customer.

8.2 The Customer will not use the Service to intentionally take, or attempt to take, any action that could:

8.2.1 transfer files that are, contain or are made up of viruses, worms, Trojans, distributed denial of service, any back door or time-bomb or other harmful programmes or software designed to violate the security of BT, any other person or company; or

8.2.2 prevent, block or obstruct access to any programme installed on, or data saved in, any computer or damage or harm the operation of any of these programmes or the reliability or accuracy of any of this data.

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8.3 Unless agreed in writing with BT:

8.3.1 the Customer will only use the Services for the commercial and business purposes for which they have been designed; and

8.3.2 the Customer will not modify, amend, change, reconfigure or otherwise repurpose all or any part of the Services for uses other than those pursuant to paragraph 8.3.1 above.

9. USE OF MATERIALS

9.1 The Customer will not create, download, receive, store, send, publish, transmit, upload or otherwise distribute any material, including information, pictures, music, video or data, that is considered to be:

9.1.1 harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;

9.1.2 promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;

9.1.3 in breach of the intellectual property rights of BT or any other company or person, for example by using, distributing or copying protected or 'pirated' material without the express permission of the owner;

9.1.4 in breach of the privacy or data protection rights of BT or any other person or company; or

9.1.5 in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.

9.2 The Customer will ensure that all material that is derived from the machines or networks that it uses in connection with the Service is not in breach of this AUP.

10. SYSTEMS AND SECURITY

10.1 The Customer will not:

10.1.1 take any action that could:

(a) damage, interfere with, weaken, destroy, disrupt, harm, violate, disable, overburden, overtake, compromise, hack into or otherwise adversely affect any computer system, network or the internet access of the BT Network or network of any other person or company; or

(b) adversely affect or tamper with BT's security, the BT Network or any system or security network that belongs to any other person or company.

10.1.2 access any computer system or network belonging to any person or company for any purpose without permission, including to probe, scan or test the security of a computer system or network or to monitor data traffic;

10.1.3 connect the BT Network to machines, equipment or services that do not have adequate security protection or that are able to be used by others to carry out conduct that is not allowed by this AUP; or

10.1.4 collect, take or harvest any information or data from any BT services, BT's system or network or attempt to undermine any of BT's servers or systems that run BT services.

Section D Compliance and Regulation

11. PCI DSS COMPLIANCE OBLIGATIONS

11.1 In respect of PCI DSS compliance for the Service, the Customer is the merchant and responsible for

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assessing and maintaining PCI DSS compliance for its own business.

11.2 The Customer will be responsible for contacting their merchant acquirer to determine whether and how the Customer must validate any required PCI DSS compliance.

11.3 Where the Service forms part of the Customer's PCI DSS compliance, the Customer will ensure all other elements asides from the Service are PCI-DSS compliant. BT accepts no liability in respect of any recommendations BT recommends to the Customer.

11.4 If at any time during the provision of the Service, the Customer's card security practices are considered to be unacceptable, or if the Customer 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.

11.5 If the Customer refuses to comply with BT's instructions in accordance as set out in the paragraph above, BT may terminate the Service for cause.

11.6 The Customer will indemnify BT for any Claims, losses, costs or liabilities that it incurs as a result of the Customer's failure to maintain PCI DSS compliance.

12. EXPORT OF CONTENT USING CLOUD SERVICES

12.1 The Service comprises of a cloud service that utilises software and technology that may be subject to export control laws of various countries. The Customer is solely responsible for any compliance related to the way the Customer uses the Service and the location the Service is used including access by Users to the Service and for the Customer's Content transferred or processed using the Service, including any publication of such Content.

Section E Charges, Subscription Term and Termination

13. CHARGES

13.1 The Customer will pay the Charges for the Service (including additional features and re-configuration) as specified in the Order.

13.2 Exceeded Contract Capacity Charges.

13.2.1 The Customer will be billed for a defined number of annual transactions ("**Annual Minimum Commitment**"). Should the Customer's usage exceed the Annual Minimum Commitment, they will be billed overage charges for additional transactions in arrears ("**Exceeded Contracted Capacity Charge**").

13.3 The Customer will be informed of usage on a monthly basis via a service report.

13.4 In addition to the Charges set out in the Order, the Customer may be liable for the following additional Charges:

13.4.1 Charges for (de-)commissioning the Service outside of Business Hours;

13.4.2 Charges for expediting provision of the Service at Customer's request after BT has informed Customer of the delivery date;

13.4.3 Charges for investigating Customer reported Incidents where BT finds no Incident or that the Incident is outside the Service Management Boundary;

13.4.4 Charges for restoring Service if the Service has been suspended by BT in accordance with the terms of the Governing Agreement; and

13.4.5 Charges per element re-configured after the Operational Service Date must be agreed and documented in a new Order.

14. SUBSCRIPTION TERM AND TERMINATION

14.1 The Order sets out any Subscription Term (also called "**Minimum Period of Service**") applicable to the

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Service, as well as any associated Annual Minimum Commitment, invoicing terms and the termination Charges that are specific to the Service.

15. END OF SERVICE

15.1 On termination of the Service, Customer will:

15.1.1 retrieve all Customer data from the Service;

15.1.2 provide BT with all assistance necessary to remotely decommission all network and applications supporting the Service at each customer Site(s);

15.1.3 return to BT the software or intellectual property provided by BT and all copies of such.

15.2 On termination of the Service BT will:

15.2.1 decommission all network and applications supporting the Service at each Customer Site(s);

15.2.2 where permitted under applicable mandatory law, delete any Content, including stored logs or any configuration data relating to BT's management of the Service;

Section F Service Levels and Service Credits

16. INTRODUCTION

16.1 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, the Customer may claim associated service credits ("**Service Credits**").

16.2 Service Levels only apply to events occurring within the Service Management Boundary.

16.3 Service Credit calculations and payments will be based on monthly recurring Site Charges, unless stated to the contrary in the Order.

17. SERVICE AVAILABILITY SERVICE LEVEL

17.1 From the Operational Service Date, the Service Availability Service Level for this Service is 99.95% per month and this shall be measured 24 hours a day, 7 days per week. Calculation of Monthly Availability is the percentage derived from the following formula:

$$\frac{\text{Total minutes in the Month} - \text{Qualifying Incident minutes during the Month}}{\text{Total number of minutes in the Month}}$$

17.2 Service Availability Service Credits.

17.3 In the event that Service Availability falls below 99.95% in a month, the Customer may claim Service Credits as calculated against the total amount of invoiced for that month according to the table below:

Service Level Availability	Percentage Credit applied to Monthly Billing
>99.95% per month	0%

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>99.5% - 99.95% per month	5%
99.0% - 99.5% per month	7.5%
Below 99.0%	12.5%

17.4 In the event Service Availability falls below 99.0% for the Service in any two consecutive Monthly Billing Period, or three separate failures in any 12-month period, the Customer may terminate the Order upon thirty (30) days written notice to BT, provided, however, that the Customer must make any such election within ninety (90) days of the event giving raise to such termination right.

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18. GENERAL SERVICE CREDIT EXCLUSIONS

18.1 Only measurements carried out by BT will be used in the calculation of Service Credits.

18.2 Service Levels and/or Qualifying Incidents will be excluded:

18.2.1 where the acts or omissions of the Customer or any third party (excluding BT's suppliers) lead to BT not being able to provide all or part of this Service; e.g. the Customer does not provide access, delays providing access or denies 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;

18.2.2 if a third party Enabling Service is not connected or functioning, a fault on the Customer's network, the 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;

18.2.3 for any faults caused by the Customer's use or management of the Service;

18.2.4 if BT is awaiting information from the Customer or awaiting confirmation by the Customer that the Service has been restored;

18.2.5 for any Qualifying Incident not reported in accordance with the incident reporting procedures notified by BT to the Customer or where Priority 1 trouble tickets are opened erroneously;

18.2.6 for any cause beyond BT's reasonable control as set out in the Governing Agreement or this Schedule;

18.2.7 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 the Customer;

18.2.8 during any period of maintenance by the Customer or its third party on Customer equipment, third party software or third party services not provided and/or managed by BT under the terms of this Schedule;

18.2.9 during any trial, evaluation, development, proof of concept, pilot or optimisation period of the Service; and

18.2.10 if the Service is suspended due to Customer's breach of its obligations under the Governing Agreement.

18.3 General Service Credit Limitations

18.3.1 To qualify for Service Credits, and before any Service Credits can be applied, the Customer must make a claim within 25 days after the end of the month in which the Service underperformed or where a longer time period is required by local law then the shortest period that can be applied.

18.3.2 Service Credits will be :

(a) paid by deduction from the Customer's invoice within two (2) billing cycles of a claim being received; or

(b) following termination of the Service where no further invoices are due to be issued by BT, paid by BT within two months of a claim being received.

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Section G Data Protection

This section supplements the data provisions that may be set out in the Governing Agreement:

19. DURATION OF THE PROCESSING OF PERSONAL DATA

19.1 BT will Process the Customer Personal Data for the Service for as long as BT provides the Service and for as long as BT may be required to Process the Customer Personal Data in accordance with Applicable Laws.

20. THE NATURE AND PURPOSE OF THE PROCESSING OF PERSONAL DATA

20.1 BT will provide an authentication and fraud detection tool to the Customer which involves the collection of biometric data, a voice sample for an account number, which is stored. On the next call the sample is used to compare and verify the identity of the User.

21. TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS

21.1 The types of Customer Personal Data Processed by BT or its Sub-Processors or the Customer will be:

21.1.1 Device/Client Identifier – Identifier that enables communication between BT (or its Supplier) and User, such as telephone number, call line identification, other telephony data, socket id or IP address;

21.1.2 Biometric Data – voiceprints, ConversationPrint, behavioral biometrics and other biometric identifiers and biometric information;

21.1.3 Call Center Conversation – audio recording of the Data Subject/User speaking with BT (or its Supplier) representative. Although not explicitly requested, unstructured conversation can contain personal information including, but not limited to: name, address, credit card number;

21.1.4 Chat Message Content – Transcript of the chat message between BT (or its Supplier) and User, including personal information normally exchanged during a customer service conversation such as name, address, or email address;

Associated Data – Specific personal information associated with an individual, requested by the Data Subject or BT (or its Supplier) necessary to fulfil the customer service request, such as verification information or information related to Data Subject's account with BT.This list is not exhaustive as the Customer will specify what Customer Personal Data is Processed.

21.2 The Customer Personal Data will concern the following categories of Data Subjects:

21.2.1 Customer's end Users; and

21.2.2 Customer's employees, directors and contractors.

Section H Defined Terms and Abbreviations

For the purposes of this Schedule defined terms and abbreviations shall have the meaning ascribed to them within the body of the Schedule or below:

"**Acceptable Use Policy**" means the policy as set out at Part A, Section C.

"**Acceptance Tests**" means those objective tests conducted by the Customer that when passed confirm that the Customer has accepted the Service and that the Service is ready for use save for any minor non-conformities that will be resolved as an Incident.

"**Acceptance Test Period**" has the meaning given in Part B.

"Additional Behavioural User Fee" has the meaning given in Part B.

"Annual Minimum Commitment" has the meaning given in paragraph 13.2.1.

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"API" "Application Programming Interface" means a Software interface that allows the transfer of data between the Service and the Customers software.

"**Applicable Laws**" has the meaning given to it in the Governing Agreement.

"**Audio Authentication and Fraud Transaction**" has the meaning given in Part B.

"**Behavioural Biometrics**" has the meaning given in Part B.

"**Behavioural Users**" has the meaning given in Part B.

"**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 at the locality of the specific Site.

"**Charges**" means the fees and charges payable by the Customer in relation to a Service as set out in the Order.

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

"**Controller**" shall have the meaning given to it in the GDPR.

"**ConversationPrint**" has the meaning given to it in Part B.

"**Customer Personal Data**" means any Personal Data Processed as a Processor by BT in the context of providing the Services under this Governing Agreement.

"**Client Portal**" means the hosted Nuance Gatekeeper management and administration portal.

"Client Software" means any software which is being licensed by Supplier in connection with the Nuance Gatekeeper Services that allows the Customer to access or utilise the Service.

"Data" means all data elements output, received or generated in connection with the Service.

"**Data Subjects**" shall have the meaning given to it in the GDPR.

"**Enabling Services**" means the services as defined in Part B – Service Description

"Exceeded Contracted Capacity Charge" has the meaning given in Paragraph 13.2.1.

"GDPR" means the General Data Protection Regulation (EU) 2016/679 ("EU GDPR") and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR as applicable to the Processing).

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

"**Incident**" means any unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.

"**Intellectual Property Rights**" means any trademark, service mark, trade and business name, patent, petty patent, copyright, database right, design right, community design right, semiconductor topography right, registered design, right in Confidential Information, internet domain name, moral right and know-how, or any similar right in any part of the world. Any applications for registering any of these rights that can be registered in any part of the world are also included.

"Open-Source Software" means software BT has distributed to the Customer that is licensed under a separate open-source licence

"**Operational Service Date**" means the date upon which the Service is made operationally available to the Customer at a Site and may be called the "Service Start Date" in some Governing Agreements.

"**Order**" means an Order that accompanies a Service Schedule for a new Service and contains the Parties agreement on Charges, rate card (where applicable) and any other relevant commercial information related to the Service referred to in the Order.

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"**PCI DSS**" means the Payment Card Industry Data Security Standards, a set of policies and procedures, issued by the PCI Security Standards Council LLC (as may be adopted by local regulators) and intended to optimise the security of credit and debit card transactions and protect cardholders against misuse of their personal information.

"**PCI SSC**" means Payment Card Industry Security Standards Council.

"**Personal Data**" shall have the meaning given to it in the GDPR.

"**Planned Maintenance**" means scheduled maintenance that is planned in advance.

"**Priority 1**" means a Qualifying Incident which cannot be circumvented and which also constitutes a complete loss of the Service at the Site(s).

"**Processing**" and "**Processor**" shall have the meaning given to it in the GDPR.

"**Qualifying Incident**" means the Service will be deemed unavailable when transactions or self-service requests cannot be processed through the application.

"Reprocessing Transaction" has the meaning given to it in Part B.

"Responsibility Matrix" details the specific PCI DSS compliance responsibilities between the Customer and the Supplier in tabular format.

"RTP" "**Real-time Transport Protocol"** means a network protocol for delivering audio and video over IP networks. RTP is used in communication and entertainment systems that involve streaming media, such as telephony, video teleconference applications including WebRTC, television services and web-based push-to-talk features.

"**SaaS Services Centre**" has the meaning given to it in Part B.

"**Service Care Levels**" means the times to respond to or repair an Incident that BT will endeavour to achieve in response to a fault report

"Service Management Boundary" has the meaning given to it in Part B.

"**Service Management Schedule**" is the Schedule setting out BT's service management obligations and is either attached to the Order or a link to its location is given in the Order.

"SIPREC" means session recording protocol is an open SIP based protocol for call recording. The standard is defined by Internet Engineering Task Force (IETF). It is compatible with many telephone platforms and providers of call recording systems

"**Site**" means the physical Customer location to which the Service will be provided. Such Site may be Customer or third party owned.

"Software" means any software in object code format only, and related documentation (whether on tangible or intangible media) that BT provides to the Customer as part of a Service. It includes any embedded software but excludes Open-Source Software.

"Software as a Service" "SaaS" means a method of Software delivery and licencing in which the Software is accessed online via a subscription, rather that bought and installed on individual computers.

"**Sub-Processor**" means a BT Affiliate or BT's supplier or subcontractor that BT engages to Process Customer Personal Data for the purposes of this Governing Agreement.

"**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".

"**Supplier**" means Nuance Communications Ireland Limited.

"**Unique Call Identifier**" or "**UCID**" means a call identifier used in contact centre application, it is used for the monitoring, control and recording of calls.

"**User**" means any person who is permitted by the Customer to use or access a Service.

"**VoiceXML (VXML)"** is a digital document standard for specifying interactive media and voice dialogs between humans and computers.

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