



## Five9 Cloud Contact Centre - Service Schedule Part A – Service Terms

### Section A Service Terms

#### 1. SERVICE SUMMARY

- 1.1** Five9 Cloud Contact Centre is an IP-based contact centre application hosted in the cloud and allows the Customer to interact with its customers using telephony, email and instant messaging. Five9 Cloud Contact Centre is based on unified contact centre technology, supporting voice and data over a single, converged IP network to enhance and extend contact centre capabilities. The Customer will be provided with an environment and data storage capabilities to control and manage its data.
- 1.2** BT will provide:
- 1.2.1** the standard components of the Service set out in Part B; and
  - 1.2.2** any optional components described in Part B and set out in any applicable Order, up to the point of the Service Management Boundary ("**Service**").
- 1.3** 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.
- 1.4** 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 least seven (7) calendar days in advance. Planned Maintenance is designed to have zero Service Downtime and minimal impact to all Users and Customer end-users. On rare occasions however Planned Maintenance:
- 2.1.1** may result in Service Downtime which will be coordinated and communicated with the Customer well ahead of Planned Maintenance being carried out; and
  - 2.1.2** window type may be extended. BT will make every reasonable effort to notify the Customer 14 calendar days in advance of these occurrences. Time in Greenwich Mean Time ("**GMT**").

Planned Maintenance window type	Weekday	EU DCs and Dublin POPs	US & Canada DCs and Sao Paulo POPs	Tokyo & Sydney POPs
Non-Customer impacting changes only	Tuesday	12:00am – 3:00am GMT	6:00am - 10:00am GMT	4:00pm – 7:00pm GMT
Customer impacting changes allowed	Wednesday	12:00am – 3:00am GMT	6:00am - 8:00am GMT	4:00pm – 7:00pm GMT
Non-Customer impacted changes only	Thursday	12:00am – 3:00am GMT	6:00am - 10:00am GMT	4:00pm – 7:00pm GMT
Customer impacting changes allowed	Saturday	12:00am – 3:00am GMT	6:00am - 8:00am GMT	4:00pm – 7:00pm GMT

- 2.2** Emergency Maintenance involves any activity (operating system patches, Service updates, equipment reboot etc.) where it may not be possible to anticipate an interruption to the operational functioning of the Service. These changes are required to restore Service due to an Incident or a time sensitive change that needs to be implemented to avoid service disruption. BT will use reasonable efforts to provide email notifications. Emergency Maintenance and system status information may be found at any time at: <https://status.five9.com/>, for which a registered User may elect to receive push notifications via email.
- 2.3** 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:
- 2.3.1** introducing or removing features of the Service; or
  - 2.3.2** replacing the Service with a materially equivalent Service.
- 2.4** BT may occasionally suspend the Service in an event of 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.

### 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 to enable BT to comply with Applicable Law and perform its obligations with respect to the Service;
  - 3.1.3** use the Incident reporting procedures notified to the Customer by BT, and ensure that the Customer operational contact is available for all subsequent Incident management communications;
  - 3.1.4** ensure that the local area network protocols, applications and equipment used by the Customer is compatible with the Service;
  - 3.1.5** complete any preparation activities that BT may request to enable the Customer to receive the Service promptly and in accordance with any agreed timescales;
  - 3.1.6** 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;
  - 3.1.7** 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;
  - 3.1.8** inform BT of any Planned Maintenance on any third-party provided Enabling Service;
  - 3.1.9** provide service assurance support to BT, where reasonably requested, to progress the resolution of Incidents for any Enabling Service that is not being provided by BT;
  - 3.1.10** in jurisdictions where an employer is legally required to make a disclosure to its Users and employees in relation to the Service:
    - (a)** inform Users (individually or via local workers councils) that as part of the Service being delivered by BT, BT may monitor and report the use of any targeted applications;
    - (b)** ensure that Users have consented or are deemed to have consented to such monitoring and reporting (where such consent is legally required); and
  - 3.1.11** 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).

#### 4. CUSTOMER EQUIPMENT AND SITE REQUIREMENTS

##### 4.1 The Customer will:

- 4.1.1 provide BT with any information reasonably required, including information in relation to the Customer's existing contact centre applications, call flows and procedures without undue delay, and the Customer will ensure that the information is accurate and complete;
- 4.1.2 monitor and maintain any Customer equipment connected to the Service or used in connection with the Service;
- 4.1.3 ensure that any Customer equipment that is connected to the Service or that the Customer uses, directly or indirectly, in relation to the Service:
  - (a) is adequately protected against Malware and other breaches of security;
  - (b) will not harm or damage BT equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment;
  - (c) is approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer equipment; and
  - (d) is compliant with the specifications of the Supplier's technical requirements document as set out at: <https://www.five9.com/system-requirements>;
- 4.1.4 immediately disconnect any Customer equipment, or advise BT to do so at the Customer's expense, where the Customer's equipment:
  - (a) does not meet any relevant instructions, standards or Applicable Law; or
  - (b) contains or creates material that is in breach of the Acceptable Use Policy and the Customer is contacted by BT about such material,and redress the issues with the Customer equipment prior to reconnection to the Service.

#### 5. SUPPLIER TERMS/SOFTWARE LICENCE TERMS

##### 5.1 The End User License Agreement ("EULA") establishes certain terms and conditions through direct privity of contract between the Customer and the Supplier and as such the Customer will:

- 5.1.1 be directly bound by the EULA contained in Part B and, where applicable, ensure that its Users also comply with the terms of the EULA;
- 5.1.2 enter into the EULA for the Customer's own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between the Customer and the Supplier and the Customer will deal with the Supplier with respect to any loss or damage suffered by either of the Customer or the Supplier as such loss or damage will not be enforceable against BT; and
- 5.1.3 observe and comply with the EULA for any use of the applicable Supplier software.

##### 5.2 If the Customer does not comply with the EULA:

- 5.2.1 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.

##### 5.3 Where the EULA is presented in a 'click to accept' function and the Customer requires BT to configure or install software on their behalf, BT will do so as their agent and bind the Customer to the EULA. For this purpose, the Customer hereby grants to BT a mandate to enter into the EULA in the Customer's name and on its behalf. BT and the Customer may agree to execute a power of attorney as part of the Order.

## 6. PASSWORDS, AUTHORISED USERS AND SECURITY

- 6.1 The Customer is responsible for the proper use of any usernames, personal identification numbers and passwords or similar used in conjunction with the Service, and the Customer will take all necessary precautions to ensure these 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 the Customer to do so in order to help safeguard 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 B 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:
  - 8.1.1 detrimental to any person or in a manner which violates or otherwise interferes with 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 Malware; 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.
- 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 C Compliance and Regulation**

### **11. ACCESS TO EMERGENCY SERVICES**

- 11.1** The Service does not provide for outbound telephone calls. To comply with the emergency access regulation as defined by Applicable Law the Customer will be required to contract for one of the BT available voice services (e.g., BT One Voice Global SIP Trunking – full PSTN replacement service).
- 11.2** With respect to the Service used in the United States:
- 11.2.1** The Customer is 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 Customer has ordered specific compliance support from BT on additional terms applicable to such compliance support.
  - 11.2.2** For Users residing in the United States, the Customer 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 Customer.

### **12. PCI DSS COMPLIANCE OBLIGATIONS**

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

- 12.3** Where the Service forms part of the Customer's PCI DSS compliance, the Customer will ensure all other Service Elements are PCI-DSS compliant. BT accepts no liability in respect of any BT recommendations to the Customer.
- 12.4** 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 is deemed 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.
- 12.5** 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.

### 13. EXPORT OF CONTENT USING CLOUD SERVICES

- 13.1** The Service 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 D Charges, Subscription Term and Termination

### 14. CHARGES

- 14.1** The Customer will pay the Charges for the Service and any optional features (including upgrades and re-configuration) as specified in the Order.
- 14.2** In addition to the Charges set out in the Order, the Customer may be liable for the following additional Charges:
- 14.2.1** Charges for (de-)commissioning the Service outside of Business Hours;
  - 14.2.2** Charges for expediting provision of the Service at Customer's request after BT has informed Customer of the delivery date;
  - 14.2.3** Charges for investigating Customer reported Incidents where BT finds no Incident or that the Incident is outside the Service Management Boundary;
  - 14.2.4** Charges for restoring Service if the Service has been suspended by BT in accordance with the terms of the Governing Agreement; and
  - 14.2.5** Charges per Service Element re-configured after the Operational Service Date must be agreed and documented in a new Order.
- 14.3** Concurrent agents and call volumes.
- 14.3.1** BT will provide for the Customer's own use the number of concurrent agent, supervisor, administrator and other licenses as set out in the initial Order ("**Volume Commitment**");
  - 14.3.2** The Customer may reduce the Volume Commitment during the Subscription Term as set out in the Order; and
  - 14.3.3** The Customer will have a queue cap that will limit the total number of concurrent calls to 150% of the concurrent agent licences as set out in the Order ("**Queue Cap Limit**"). For any concurrent calls in excess of the Queue Cap Limit the caller will hear a busy tone and will be disconnected.

### 15. SUBSCRIPTION TERM AND TERMINATION

- 15.1** The Order sets out any Subscription Term (also called "**Minimum Period of Service**") applicable to the Service, as well as any associated Volume Commitments, invoicing terms and the termination Charges that are specific to the Service.





**15.2** Unless otherwise agreed to the contrary, following the expiration of the Subscription Term, the Service shall continue unless and until terminated in accordance with the terms of the Governing Agreement referenced in the Order.

## 16. END OF SERVICE

**16.1** On termination of the Service, Customer will:

**16.1.1** retrieve all Customer data from the Service;

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

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

**16.2** On termination of the Service BT will:

**16.2.1** provide configuration information relating to the Service provided at the Site(s) in a format that BT reasonably specifies;

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

**16.2.3** where permitted under Applicable Law, delete any Content, including stored logs or any configuration data relating to BT's management of the Service;

## Section E Service Levels and Service Credits

## 17. INTRODUCTION

**17.1** 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**").

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

**17.3** Service Credit calculations and payments will be based on the applicable monthly Service Element Charge as set out in the Order.

## 18. SERVICE AVAILABILITY SERVICE LEVEL

**18.1** The Service Availability Service Levels provided by the Supplier for each of the Service Elements are as follows.

Service Element	Description of criteria	Monthly Service Availability
VCC Voice (ACD/Dialler)	Availability to make and receive calls	99.999%
VCC Email	Availability to send and receive emails	99.999%
VCC Chat	Availability to send and receive chats	99.999%
Five9 WFO (powered by Verint)	Service Availability	99.999%
Five9 IVA	Service Availability	99.999%
Five9 WFO	Service Availability	99.999%
All Other Subscription Services	Service Availability	99.999%

**18.2** Service Availability for each Service Element shall be calculated in accordance with the following formula:

$$\text{Availability} = 1 - (\text{Total Minutes Down} / \text{Total Minutes})$$

- Total Minutes Down = Total Impacted Users \* minutes down (per Incident)
- Total Minutes = 365 days / 12 months \* 24 hours \* 60 minutes \* Total provisioned Users
- Total Impacted Users = number of agents impacted by a particular Incident
- Total Provisioned Users = number of agents that are configured to use a particular Service Element

### 18.3 Service Availability Service Credits.

**18.3.1** If for any Service Element, the cumulative Service Downtime in a month exceeds the Monthly Service Availability service level target as defined in paragraph 18.1 above, the Customer may claim Service Credits as follows:

Service Element	Service Credits	Applicable Service Element Charges
<b>VCC Voice (ACD/Dialler)</b>	<ul style="list-style-type: none"> <li>4% - Between 99.999% and 99.7% Service Availability</li> </ul>	VCC Agent Seat subscription fees
<b>VCC Email</b>		Five9 Email agent seat subscription fees
<b>VCC Chat</b>		Five9 Chat agent seat subscription fees
<b>Five9 WFO (powered by Verint)</b>	<ul style="list-style-type: none"> <li>8% - Between 99.7% and 97% Service Availability</li> </ul>	Five9 Verint WFO subscription fees (for affected services)
<b>Five9 IVA</b>		Five9 IVA subscription fees
<b>Five9 WFO</b>	<ul style="list-style-type: none"> <li>100% - Less than 97% Service Availability</li> </ul>	Five9 WFO subscription fees (for affected services)
<b>All Other Subscription Services</b>		Subscription fees (for affected services)

**18.3.2** Upon receiving a claim from the Customer, BT and the Supplier will provide the Customer with the necessary data to show the calculation of Service Credits payable by BT.

### 18.4 Persistent Service Level Failure

**18.4.1** Subject to paragraph 20, if the Service Availability for a VCC Service Element is less than 97% for three (3) consecutive months the Customer may terminate the Service and shall not be liable to pay and early termination charges as set out in the Order. The Customer accepts that termination of the Service does not entitle the Customer to a refund of any fees for Service delivered to the Customer up to the date of termination.

## 19. SERVICE RESTORATION TIME SERVICE LEVEL

**19.1** The Service Restoration Time Service Level provided by BT applies to any Qualifying Incident caused as a direct consequence of BT's acts or omissions, including any misconfigurations of the Service by BT. Where a Qualifying Incident has been caused by the availability of the Supplier's platform, the Customer's right under paragraph 18 shall apply.

**19.2** The Service Restoration Time Service Level target is 4 Business Hours per Qualifying Incident.

**19.3** Service Restoration is measured from when a Qualifying Incident is opened on BT's incident management system and ends when BT resolves the Qualifying Incident. The Customer will be given an Incident ticket number for each reported Qualifying Incident. BT will inform the Customer when the Qualifying Incident is



resolved and will close the Incident ticket when either the Customer confirms within 20 minutes that the Qualifying Incident is resolved, or BT has attempted and failed to contact the Customer and the Customer does not respond within 20 minutes. If the Customer confirms 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.

#### **19.4 Service Restoration Time Service Credits**

If for any Qualifying Incident, the Service Downtime exceeds the Service Restoration Time service level target as defined in paragraph 19.2 above, the Customer may claim per started hour above the Service Restoration Time a service level target of 4% of the monthly Charges for any Service Elements affected by the Service Downtime.

### **20. GENERAL SERVICE CREDIT EXCLUSIONS**

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

**20.2** Service Levels and/or Service Downtime will be excluded:

- 20.2.1** where the acts or omissions of the Customer or any third party (excluding the Supplier) lead to BT not being able to provide all or part of the 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;
- 20.2.2** if a third-party Enabling Service is not connected or functioning, or, there is 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 causes the Service Downtime;
- 20.2.3** for any faults caused by the Customer's use or management of the Service;
- 20.2.4** if BT is awaiting information from the Customer or awaiting confirmation by the Customer that the Service has been restored;
- 20.2.5** 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;
- 20.2.6** for any cause beyond BT's reasonable control as set out in the Governing Agreement or this Schedule;
- 20.2.7** during any period of Planned or Emergency Maintenance or agreed changes on the Service by BT unless the service outage time exceeds the time estimation communicated to the Customer;
- 20.2.8** during any period of maintenance by the Customer or its third party on Customer's equipment, third party software or third party services not provided and/or managed by BT under the terms of this Schedule;
- 20.2.9** during any trial period of the Service; and
- 20.2.10** if the Service is suspended due to Customer's breach of its obligations under the Governing Agreement.

**20.3** General Service Credit Limitations

- 20.3.1** To qualify for Service Credits, and before any Service Credits can be applied, the Customer must make a claim within 25 calendar days after the end of the month in which the Service underperformed or where a longer time period is required by Applicable Law the shortest period that can be legally applied.
- 20.3.2** Service Credits will be limited per month up to the maximum monthly Charges of any affected Service Elements.
- 20.3.3** 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 (2) months of a claim being received.

## Section F Data Protection

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

### 21. DURATION OF THE PROCESSING OF PERSONAL DATA

- 21.1** 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.

### 22. THE NATURE AND PURPOSE OF THE PROCESSING OF PERSONAL DATA

- 22.1** BT shall act as Processor and the Supplier shall act in the capacity of Sub-Processor of Customer Personal Data.
- 22.2** The nature and purpose of the Processing of Customer Personal Data by BT includes:
- 22.2.1** Documenting details of Users (e.g. name, address, phone numbers or email address) through BT's customer; and
  - 22.2.2** Recording of voice and data interactions with Users.

### 23. TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS

- 23.1** The types of Customer Personal Data Processed by BT or its Sub-Processors or the Customer will be:
- 23.1.1** Customer end-user contact details;
  - 23.1.2** User contact details;
  - 23.1.3** Report data;
  - 23.1.4** Recording of voice and data interactions with Users and Customer end-users;
- 23.2** The Customer Personal Data will concern the following categories of Data Subjects:
- 23.2.1** Customer's end users; and
  - 23.2.2** Customer's employees, directors and contractors.

## Section G 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 B.

**"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.

**"Applicable Laws"** means the laws as set out in the Governing Agreement as may be amended from time to time.

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

**"Business Hours"** means between the hours of 0800 and 1700 in a business day at the locality of the specific Site.

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

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



**“Governing Agreement”** means the general terms and conditions which govern this Schedule.

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

**“Malware”** means viruses, worms, trojans, distributed denial of service, any back door or time-bomb or other harmful programs or software designed to violate the security of BT, any other person or company.

**“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.

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

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

**“Qualifying Incident”** means any Priority 1 Incident affecting the Service within the Service Management Boundary, with the exception of Incidents caused by:

- modifications or alterations to the Service made by Customer, or by BT in accordance with Customer's instructions;
- Planned Maintenance;
- network configurations that BT did not approve;
- incidents that have been reported but BT cannot confirm that an incident exists after performing tests; or
- Customer requests BT to test the Service at a time when no incident has been detected or reported.

**“Service Bundle”** means one of the standard bundled features as set out in Part B.

**“Service Element”** means each element of the Service for which there is an associated Service Level.

**“SIP”** means Session Initiation Protocol which is a technical standard used to initiate and terminate voice calls.

**“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 Five9 Inc. 3001 Bishop Drive, Suite 350, San Ramon, CA 94583, USA.

**“User”** means any agents, supervisors and administrators who use the Service.

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

**“Volume Commitment”** means the minimum number of concurrent agent licences during the Subscription Term.