

Anywhere365 Contact Centre Service Schedule

Part A – Service Terms

Section A Service Terms

1. SERVICE SUMMARY

- 1.1** BT's Anywhere365 Contact Centre service is an IP-based contact centre application hosted in the cloud and provides customers with an aligned Microsoft Teams strategy by bringing together unified communications and contact centre to create a unified customer experience. BT will provide, manage and monitor Anywhere365 Contact Centre as set out in any applicable Order, comprising:
- 1.1.1** the standard components of the Service set out in Part B; and
 - 1.1.2** any optional components described in Part B and set out in any applicable Order, up to the point of the Service Management Boundary ("**Service**").
- 1.2** 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 least seven (7) calendar days in advance. Notifications of Planned Maintenance and impact may be found at any time at: <https://status.anywhere365.io/>, for which a User may elect to subscribe notifications via email.
- 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 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. 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, and impact may be found at any time at: <http://status.anywehere365.io/>, for which a User may elect to subscribe to notifications via email.

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 ensure that the local area network (LAN) protocols, applications and equipment used by Customer are 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 BT Equipment installed on an 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 depending on Applicable Law) 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 a 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 viruses 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; and
 - (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://golibe.anywhere365.io/articles/cloud/anywhere365-dialogue-cloud-prerequisites.html>

- 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 Supplier and as such the Customer will:
- 5.1.1** be directly bound by the terms and conditions set out in 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 BT a mandate to enter into the EULA in the Customer's name and on its behalf. BT and the Customer may for this also 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 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 the 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.

7. DOMAIN NAMES

- 7.1 The Customer warrants that they are the owner of, or are authorised by the owner of, the trademark or name that the Customer wishes to use as Customer's Domain Name.
- 7.2 The Customer will pay all fees associated with registration and maintenance of the Customer's Domain Name and will reimburse BT for any and all fees that BT pays to any applicable Regional Internet Registry, and thereafter pay such fees directly to the applicable Regional Internet Registry.

Section B Acceptable Use Policy

8. INTRODUCTION

- 8.1 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**").

9. USE OF THE SERVICE

- 9.1 The Customer will not use the Service in breach of Applicable Law or in any way that is:
- 9.1.1 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
 - 9.1.2 detrimental to the provision of services to the Customer or any other BT customer.
- 9.2 The Customer will not use the Service to intentionally take, or attempt to take, any action that could:
- 9.2.1 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
 - 9.2.2 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.
- 9.3 Unless agreed in writing with BT:
- 9.3.1 the Customer will only use the Services for the commercial and business purposes for which they have been designed; and
 - 9.3.2 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 9.3.1 above.

10. USE OF MATERIALS

- 10.1 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:
- 10.1.1 harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;
 - 10.1.2 promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;
 - 10.1.3 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;
 - 10.1.4 in breach of the privacy or data protection rights of BT or any other person or company; or
 - 10.1.5 in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.
- 10.2 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.

11. SYSTEMS AND SECURITY

11.1 The Customer will not:

- 11.1.1 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.
- 11.1.2 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;
- 11.1.3 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
- 11.1.4 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

12. ACCESS TO EMERGENCY SERVICES

12.1 This Service does not incorporate the provision of outbound telephone calls, therefore calling emergency services is not included with this Service. If the Customer requires BT to provide outbound telephone calls, the Customer will need to separately contract one of BT's available voice services (e.g. BT GSIP). With respect to the Service used in the United States:

- 12.1.1 the Customer is considered to be the manager, operator or installer of its Multi Line Telephone System ("MLTS") and is responsible for the compliance responsibilities associated with the installation, management and operation of its MLTS, unless specific compliance support is ordered by the Customer from BT on additional terms applicable to such compliance support; and
- 12.1.2 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.

13. PCI DSS COMPLIANCE OBLIGATIONS

- 13.1 In respect of PCI DSS compliance for the Service, the Customer is the merchant and responsible for assessing and maintaining PCI DSS compliance for its own business.
- 13.2 The Customer will be responsible for contacting their merchant acquirer to determine whether and how the Customer must validate any required PCI DSS compliance.
- 13.3 Where the Service forms part of the Customer's PCI DSS compliance, the Customer will ensure all other elements aside from the Service are PCI-DSS compliant. BT accepts no liability in respect of any recommendations BT recommends to the Customer.
- 13.4 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.
- 13.5 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.

13.6 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.

14. EXPORT OF CONTENT USING CLOUD SERVICES

14.1 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 D Charges, Subscription Term and Termination

15. CHARGES

15.1 The Customer will pay the Charges for the Service, and any optional features (including upgrades and re-configuration) as specified in the Order.

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

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

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

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

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

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

15.3 Named Users and call volumes:

15.3.1 The Order will set out the number of Instances, named agents, dialogues and other licenses ("**Volume Commitment**");

15.3.2 The Customer will have a cap that will limit the total number of concurrent calls as set out in the Order ("**Anywhere365 Anticipated Concurrent Dialogues Limit**"). For any concurrent calls in excess of the Anywhere365 Anticipated Concurrent Dialogue Limit, the caller will hear a busy tone and will be disconnected.

15.3.3 In the event that the Customer persistently exceeds the Volume Commitment specified in the initial Order, they will be in material breach of clause 15.3.1. BT will notify the Customer of this breach and agree either a new Volume Commitment and associated charges or, in the event that this cannot be agreed, BT will terminate the Order and the Customer will be subject to the termination charges specified in the Order.

16. SUBSCRIPTION TERM AND TERMINATION

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

16.2 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.

17. END OF SERVICE

17.1 On termination of the Service, Customer will:

17.1.1 retrieve all Customer data from the Service;

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

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

17.2 On termination of the Service BT will:

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

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

17.2.3 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 E Service Levels and Service Credits

There are no service levels with service credits provided with this Service, only service availability targets as set out in Part B.

Section F Data Protection

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

18. DURATION OF THE CONTROLLING OF PERSONAL DATA

18.1 BT will be the Controller of the Customer Personal Data in relation to service provisioning and billing 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.

18.2 The Supplier will Process the Customer Personal Data for as long BT provides Service and for as long as the Supplier may be required to Process the Customer Personal Data in accordance with the applicable data processing agreement as set out at: https://7110921.fs1.hubspotusercontent-na1.net/hubfs/7110921/Anywhere365%20-%20Model%20DPA_202405_V3.6.pdf ("DPA")

19. THE NATURE AND PURPOSE OF THE CONTROLLING OF PERSONAL DATA

19.1 The nature and purpose of the Controlling of Customer Personal Data by BT includes:

19.1.1 Process, track and fulfill Orders for the Service;

19.1.2 Deliver and commission the Service, either remotely or at a Site;

19.1.3 Administer access to online portals relating to the Service;

19.1.4 Compile, dispatch and manage the payment of invoices relating to the Service;

19.1.5 Manage the Agreement and resolve any disputes relating to it; or

19.1.6 Respond to general queries relating to the Service

19.2 The nature and purpose of the Processing of Customer Personal Data by Workstreampeople B.V. is described in the DPA as set out in paragraph 18.2.

20. TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS

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

20.1.1 name;

20.1.2 Email address;

20.1.3 SIP and UPN addresses of employees;

- 20.1.4 phone number of employees;
- 20.1.5 call detail records;
- 20.1.6 Customer's employees;
- 20.1.7 Customer's customers or third parties;
- 20.1.8 any data subject (as controlled by the Customer).

This list is not exhaustive as the Customer will specify what Customer Personal Data is Processed.

- 20.2 The type of Customer Personal Data Process by the Supplier is described in the DPA as set out in paragraph 18.2.
- 20.3 The above lists are not exhaustive as the Customer will specify what Customer Personal Data is Processed.
- 20.4 The Customer Personal Data will concern the following categories of Data Subjects:
 - 20.4.1 Customer's end Users; and
 - 20.4.2 Customer's employees

This list is not exhaustive as the Customer will specify any other categories of Data Subjects.

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 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.

"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 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.

"CCaaS" means Contact Centre as a Service and is ordered on a per agent basis.

"Charges" means those sums agreed between the Parties in the Order Form.

"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.

"CPaaS Contact Centre" or **"Anywhere365 Contact Centre CPaaS"** means Communications Platform as a Service and is ordered on a per named User or per Instance basis.

"CRM" stands for customer relationship management, which is a system for managing all of Customer's interactions with current and potential Customer's customers.

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

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

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

"DTMF" means Dual-tone multi-frequency which is a telecommunication signaling system that uses the voice-frequency band over telephone lines. It allows Users to input information by pressing keys on a telephone keypad



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

“**End Customer**” means any individual who interacts with a Customer contact centre.

“**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 general 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.

“**Instance**” means a unique deployment within a specific region as part of the Customer’s Service, designed to support the core components, dialogues, and User licenses associated with the applicable Order, and allocated to one or more UCC-services within that deployment.

“**Interactive Voice Response**” means a technology that allows telephony users to interact with a contact centre through the use of voice and Dual Tone Multiple Frequency (DTMF) tones input with a keypad and navigate to the most appropriate department.

“**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 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.

“**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.

“**PowerBI**” means an interactive data visualization software product developed by Microsoft with a primary focus on business intelligence.

“**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.

“**Provider Independent Resources**” or “**PIR**” means resources assigned to Users that include autonomous system numbers, provider independent IPv4 addresses, any cast assignments, provider independent IXP IPv6 addresses and all future provider independent resources.

“**Qualifying Incident**” means any 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.

“**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.



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

“**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 Workstreampeople B.V. a company incorporated in The Netherlands having its registered office at Van Nelleweg 1, 3044 BC Rotterdam.

“**Unified Contact Centre**” or “**UCC**” means the combination of communications and collaboration technologies in a call centre environment.

“**User**” means any agents, supervisors and administrators who are permitted by the Customer to use or access a Service.