

BT Advanced Call Recording Service Schedule

Part A – Service Terms

Section A Service Terms

1. SERVICE SUMMARY

- 1.1** BT will provide the Customer with a right to access and use a cloud-based call recording and storage software-as-a-service (**SaaS**) solution ("**Dubber Cloud Recorder**") with associated technical support, professional services and service management to use with their Unified Communication services, 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 any Enabling Services) as those services will be governed by their separate terms and conditions.

2. MAINTENANCE, CHANGES AND SUSPENSION TO THE SERVICE

- 2.1** BT may change or update 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:
- 2.1.1** introducing or removing features of the Service; or
 - 2.1.2** replacing the Service with a materially equivalent Service.
- 2.2** 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.
- 2.3** BT is not responsible for notifying the Customer of any upgrades, fixes or enhancements to any Unified Communication service used with the Service or for any compromise of data, including Customer Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by BT. BT assumes no responsibility for the reliability or performance of any connections to the Service.

Section B Customer Obligations

3. GENERAL CUSTOMER OBLIGATIONS

- 3.1** The Customer will:
- 3.1.1** inform Users of the Service that **all** their calls will be recorded as default and shared with third parties;
 - 3.1.2** collect and keep consent of all Users on a call or virtual meeting to be recorded;
 - 3.1.3** provide BT with the names and contact details of the Customer contact;

- 3.1.4 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;
- 3.1.5 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;
- 3.1.6 ensure that applications and equipment used by Customer are compatible with the Service;
- 3.1.7 complete any preparation activities that BT may request to enable the Customer to receive the Service promptly and in accordance with any agreed timescales;
- 3.1.8 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;
- 3.1.9 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;
- 3.1.10 inform BT of any planned maintenance on any third party provided Enabling Service;
- 3.1.11 provide service assurance support to BT, where reasonably requested, to progress the resolution of Incidents for any Software installed on an Enabling Service that is not being provided by BT;
- 3.1.12 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 SITES AND ENABLING SERVICES

4.1 The Customer will:

- 4.1.1 be responsible for the monitoring and proper functioning of any Customer equipment connected to the Service or used in connection with the Service, including ensuring that the foregoing is adequately protected against viruses and other breaches of security;

5. PASSWORDS, AUTHORISED USERS AND SECURITY

- 5.1 The Customer is responsible for the proper use of any usernames, 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.
- 5.2 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.
- 5.3 The Customer will promptly terminate access of any person who is no longer an authorised User.
- 5.4 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.
- 5.5 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.
- 5.6 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.

6. INTRODUCTION

- 6.1** 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**") and generally accepted Internet standards.

7. USE OF THE SERVICE

- 7.1** The Customer will not use the Service in breach of Applicable Law or in any way that is considered to be:
- 7.1.1** 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
 - 7.1.2** detrimental to the provision of services to the Customer or any other BT customer.
- 7.2** The Customer will not use the Service to intentionally take, or attempt to take, any action that could:
- 7.2.1** 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
 - 7.2.2** 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.
- 7.3** The Customer will not:
- 7.3.1** use the Service to store files that are deemed by BT or our Suppliers to not be voice or video communication or derivatives thereof; or
 - 7.3.2** use the Service to Process data on behalf of any third party other than Users.
- 7.4** Unless agreed in writing with BT:
- 7.4.1** the Customer will only use the Services for the commercial and business purposes for which they have been designed; and
 - 7.4.2** 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 7.4.1 above.

8. USE OF MATERIALS

- 8.1** 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:
- 8.1.1** harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;
 - 8.1.2** promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;
 - 8.1.3** 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;
 - 8.1.4** in breach of the privacy or data protection rights of BT or any other person or company; or
 - 8.1.5** in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.
- 8.2** 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.

9. SYSTEMS AND SECURITY

- 9.1** The Customer will not:
- 9.1.1** 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.
 - 9.1.2** 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;
 - 9.1.3** 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
 - 9.1.4** 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

10. COMPLIANCE OBLIGATIONS

- 10.1** The Customer is responsible for compliance with the provisions of the Agreement by Users and for any and all activities that occur under an account set up in the Customer's name, as well as for all Customer Data. Without limiting the foregoing, the Customer is solely responsible for ensuring that use of the Service to store and transmit Customer Data is compliant with all applicable laws and regulations in any country it is being used.
- 10.2** The Service is not compliant with PCI DSS and BT will not accept any liabilities or obligations related to PCI DSS and Card Holder Data (CHD). The Customer shall retain all PCI DSS obligations as a Merchant and cannot flow down or transfer any related PCI DSS obligations to BT as a Service Provider in relation to these exceptions/services. The Customer will indemnify BT for any claims, losses, costs or liabilities that BT incurs as a result of the Customer storing, processing or transmitting data that is subject to PCI DSS.

11. EXPORT OF CONTENT USING CLOUD SERVICES

- 11.1** 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.

12. COMPLIANCE WITH CHINESE REGULATIONS

- 12.1** Customer acknowledges and accepts the risk that, due to the changing nature of the China domestic and international legal and regulatory landscape, the Service, when provided in China, may have to be modified, suspended or even discontinued, which may result in degradation or full loss of connectivity which BT will not be responsible for.
- 12.2** BT reserves the right to modify, terminate and/or suspend the Service in order to comply with applicable Chinese laws, regulations and/or the directions of Chinese or other authorities. In such circumstances BT will not be liable for any damages, and/or losses howsoever arising thereof.



Section E Charges and Invoicing Terms

13. CHARGES

- 13.1 The Customer will pay the Charges for the Service and any optional features (including upgrades and re-configuration) as specified in the Order.
- 13.2 In addition to the Charges set out in the Order, the Customer may be liable for the following additional Charges:
 - 13.2.1 Charges for (de-)commissioning the Service outside of Business Hours;
 - 13.2.2 Charges for expediting provision of the Service at Customer's request after BT has informed Customer of the delivery date;
 - 13.2.3 Charges for investigating Customer reported Incidents where BT finds no Incident or that the Incident is outside the Service Management Boundary;
 - 13.2.4 Charges for restoring Service if the Service has been suspended by BT in accordance with the terms of the Governing Agreement; and
 - 13.2.5 Charges per element re-configured after the Operational Service Date must be agreed and documented in a new Order.

14. SUBSCRIPTION TERM

- 14.1 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.
- 14.2 Except if terminated in accordance with the terms as set out in the Governing Agreement, at the expiration date of the Subscription Term the Customer shall enter into a new Subscription Term for the same length of time unless otherwise agreed and set out in a new Order.

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 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 delete any Customer Data or any configuration data relating to BT's management of the Service.

Section F Incident Reporting and Service Levels

16. INCIDENT RESPONSE AND RESOLUTION TIMES

- 16.1 BT will aim to meet the response and resolution targets set out below. Service Credits do not apply to these targets.

Priority Code	Maximum Response Time	Target Resolution Time
P1	15 minutes	6 hours
P2	30 minutes	8 hours
P3	4 hours	24 hours
P4	24 hours	72 hours

17. SERVICE LEVELS AND SERVICE CREDITS

- 17.1** BT will use its reasonable endeavours to achieve the service levels (“**Service Levels**”) applicable to the Service for Qualifying Incidents. Subject to the exclusions set out in section 17.13, if BT fails to achieve the Service Levels, the Customer may claim associated service credits (“**Service Credits**”). Service Credits are an agreed remedy for BT's failure to meet a Service Level.
- 17.2** Service Levels and Service Credits apply to the Downtime of the Dubber Cloud Recorder.
- 17.3** Only measurements carried out by BT or its Suppliers will be used in the calculation of Service Credits.
- 17.4** The **Reporting Period** is monthly.
- 17.5** **Downtime** is the period of time which a Qualifying Incident(s) exists. A **Qualifying Incident** is defined as full outage of the Dubber Cloud Recorder with all Users impacted.
- 17.6** Service Availability is measured on the Service components set out in this section across a Reporting Period. For the purposes of calculating the **Monthly Uptime Percentage** for a Service, Downtime minutes commence from the point at which a Qualifying Incident is logged by the Service Desk and ends when the Customer is notified that the Incident has been resolved.
- 17.7** The Monthly Uptime Percentage is calculated based on the following formula:

$$\left(\frac{\text{Available Minutes} - \text{Aggregate Incident Downtime Minutes}}{\text{Available Minutes}} \right) \times 100\%$$

17.7.1 Where:

- (a)** Available minutes = (total minutes in the Reporting Period – any pre-agreed interruption to the Service) x number of active Users reported as registered for the Service in the relevant Reporting Period.
- (b)** Incident Downtime minutes = duration of an Incident causing Downtime x number of Users affected.
- (c)** Aggregate Incident Downtime minutes = total of Incident Downtime minutes for Incidents occurring in the Reporting Period.

17.8 The Monthly Uptime Percentage for the Service component is:

Monthly Uptime Percentage	Service component
99.99%	Dubber Cloud Recorder

17.9 Incidents included in Downtime calculation:

Service component	Components / Functions	Condition	Incident Priority Level
Dubber Cloud Recorder	Ability for the Dubber Cloud Recorder to capture and store call recordings.	Any number of Users report and BT confirm that Dubber Cloud Recorder is failing to capture and store call recordings for all Users <u>OR</u> BT proactively report that the Dubber Cloud Recorder is not functioning for all Users.	Qualifying Incident

17.10 Qualifying Incident Reporting

17.10.1 Downtime is measured from when a Qualifying Incident is first reported to the Service Desk and ends when BT clears the Qualifying Incident. The Customer will be given a trouble ticket number for each such reported Qualifying Incident. BT will inform the Customer when the Qualifying Incident is cleared, and will close the trouble ticket when either the Customer confirms within 20 minutes that the Qualifying Incident is cleared, 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 cleared within 20 minutes of being so informed, the trouble ticket will remain open, and the Downtime calculation will be so adjusted.

17.11 Service Credit Calculation and payment

17.11.1 Where the Customer is entitled to claim Service Credits the calculation shall be based on:

- (a)** The total number of minutes in a Reporting Period;
- (b)** Calculate the Downtime in minutes;
- (c)** Multiply the Downtime by 10; and
- (d)** The Service Credit payable is the Downtime multiplied by 10 as a percentage of the Reporting Period

17.11.2 Example:

- (a)** Total minutes in the Reporting Period = 43800
- (b)** Total Downtime in minutes = 43
- (c)** Downtime minutes x 10 = 43x 10 = 430
- (d)** 430 as a percentage of 43800 = 0.98%
- (e)** Rounded to 1% Service Credit of the total monthly recurring Charge.

17.11.3 Service Credits will be :

- (a)** paid by deduction from the Customer's invoice within two 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.

17.12 General Service Credit Limitations

17.12.1 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 Level underperformance occurred or where a longer time period is required by local law then the shortest period that can be applied.

17.13 Exclusions: Service Levels and/or Downtime will be excluded:

- 17.13.1** where the Customer does not provide access, delays providing access or denies permission for BT or its agents and suppliers to carry out necessary repairs to the Service;
- 17.13.2** for any Qualifying Incident not reported in accordance with the incident reporting procedures notified by BT to the Customer;
- 17.13.3** in the event of any software bugs affecting the Service;
- 17.13.4** during any period of planned or emergency maintenance unless the service outage time exceeds the time estimation communicated to the Customer;
- 17.13.5** where Qualifying Incident trouble tickets are opened erroneously;
- 17.13.6** during any trial period of the Service;
- 17.13.7** during simple service requests;



- 17.13.8** if an Enabling Service is not connected or functioning correctly;
- 17.13.9** if the Service is suspended due to Customer's breach of its obligations under the Agreement; and
- 17.13.10** for any changes made by a third party (excluding BT and its Suppliers).

Section G Data Protection

This section supplements the data provisions as set out in the Governing Agreement:

18. DURATION OF THE PROCESSING OF PERSONAL DATA

- 18.1** 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.

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

- 19.1** The Service provides a fully managed SaaS cloud-based call recording and storage solution. It uses Dubber for the SaaS call recording and storage and CWSI for support services.
- 19.2** BT will not have direct access to the call recording and storage platform.
- 19.3** The nature and purpose of the Processing of Customer Personal Data by the Sub-Processors (Dubber and CWSI) includes:
 - 19.3.1** accessing the Dubber Cloud Recorder to deal with Incidents and provide service management.

20. TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS

- 20.1** The types of Customer Personal Data Processed by the Sub-Processors or the Customer will be:
 - 20.1.1** name;
 - 20.1.2** business address;
 - 20.1.3** telephone number (fixed/mobile);
 - 20.1.4** email address;
 - 20.1.5** Customer contact notes from call/correspondence relating to Customer care;
 - 20.1.6** details of products and services taken by the Customer;
 - 20.1.7** Customer account number;
 - 20.1.8** billing details;
 - 20.1.9** Call or video recordings; and
 - 20.1.10** User ID or log-in details.

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

- 20.2** The Customer Personal Data will concern the following categories of Data Subjects:
 - 20.2.1** Customer;
 - 20.2.2** Customer employees and Users; and
 - 20.2.3** any Data Subject (as controlled by the Customer).

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

Section H Defined Terms



For the purposes of this Schedule the following defined terms and abbreviations shall have the meaning ascribed to them:

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

“Agreement” means this Schedule, the Governing Agreement and Order.

“AI” means artificial intelligence.

“Applicable Law” has the meaning given to it in the Governing Agreement. Where there is not a definition in the Governing Agreement it shall mean the governing law of the Governing Agreement and any laws and regulations, as may be amended from time to time, that apply to the provision or receipt of the Service, including anti-corruption laws set out by applicable laws including the ones applicable in the governing law; the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 of the United States of America; and all applicable export laws and regulations, including those of the United States of America.

“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.

“Card Holder Data” has the meaning given to it in the PCI DSS.

“Charges” means means the fees and charges that the Customer pays in relation to Service as set out in the Order.

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

“Customer Data” means all electronic data, voice recordings, text, messages or other materials submitted to the Service by the Customer and its Users in connection with the Customer’s use of the Service, including, without limitation, Personal Data.

“Customer Personal Data” means only the proportion of Personal Data where the Customer is the Controller and that BT or its Suppliers need to Process on the Customer’s behalf as a Processor in providing the Services to the Customer under the Agreement.

“CWSI” means CWSI UK Limited a company incorporated in England and Wales (registered no. 08032836) having its registered office at Unit 3, The Pavilions, Ruscombe Business Park, Twyford, Reading, RG10 9NN, United Kingdom to Building 3, Chiswick Business Park, 566 Chiswick High Road, London, W4 5YA, United Kingdom .

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

“Dubber” means Dubber Corporation Limited a company incorporated in England and Wales (registered no. 10093254) having its registered office at 49 Greek Street, London W1D 9EG.

“Dubber Cloud Recorder” has the meaning given to it in Paragraph 1.1.

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

“Enterprise” means a licence with the same features as UCR with additional Voice AI included.

“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” has the meaning given to it in the Order.

“Incident” means any event or occurrence that is not part of the normal operation of the Service that causes, or may cause, an interruption to, or reduction in, the quality of that Service.

“Merchant” has the meaning given to it in the PCI DSS.

“Operational Service Date” means the date upon which the Service is first made operationally available to the Customer 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

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

“**Process**”, “**Processing**” and “**Processor**” shall have the meaning given to it in the GDPR.

“**Schedule**” means the terms for the Service, in addition to the Governing Agreement and Order, that is made up of this Part A and Part B.

“**Service**” has the meaning given to it in Paragraph 1.1.

“**Service Desk**” has the meaning given to it in Part B.

“**Service Management Boundary**” has the meaning given to it in Part B.

“**Service Provider**” has the meaning given to it in the PCI DSS

“**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 it excludes Open Source Software.

“**Subscription Term**” means the period set out in the Order.

“**Supplier**” means Dubber and CWSI

“**UCR**” means Unified Communications recording, being a core feature of business infrastructure that unifies the recording of conversational data (cloud calling & collaboration software and service & solution provider networks) across an enterprise (audio, video and text).

“**Unified Communications**” provide and combine multiple enterprise communications channels, such as voice, video, personal and team messaging, voicemail, and content sharing. Examples include Microsoft Teams, Cisco Webex and Zoom.

“**User**” means any person the Customer allows to use the Service.

“**Voice AI**” means the use of artificial intelligence to understand conversational data and turn it into actionable insights.