

# Inbound Contact Global Service Schedule

## Part A – Service Terms

### Section A Service Terms

#### 1. SERVICE SUMMARY

- 1.1** BT's Inbound Contact Global Service is a global Virtual Private Network service that allows telephone calls to be carried between an Inbound Node and the Customer's call centre(s). The Service has centralised intelligent routing capabilities that enable the Customer to link call centres in different countries and provide Callers with a consistent, resilient and flexible service. The Service enables the Customer to customise its call centre networks using different routing options and features at each Site, to create Virtual Private Networks, and to manage incoming calls. The Service carries telephone calls on the BT Network between the Inbound and Outbound Nodes and from the Outbound Nodes to Customer's Site(s) via the Delivery Method specified in the Routing Plan. BT will provide the Customer with telephone numbers located at or delivered to an Inbound Node. Callers to these numbers will be connected to the call centre specified in the Routing Plan. BT will provide:
- 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 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.
- 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.

### 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 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 as defined in Part B, and ensure they meet the minimum technical requirements specified by BT;
- 3.1.7 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
- 3.1.8 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).

#### 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 health and safety and the environment, without undue delay, and the Customer will ensure that the information is accurate and complete;
- 4.1.2 provide, at its own cost, any necessary internal cabling between the NTU and any Customer's equipment;
- 4.1.3 monitor and maintain any Customer's equipment connected to the Service or used in connection with a Service;
- 4.1.4 ensure that any Customer's equipment that is connected to the Service or that the Customer uses, directly or indirectly, in relation to the Service:
  - (a) is connected using the applicable BT NTE, unless the Customer has BT's permission to connect by another means;
  - (b) is adequately protected against viruses and other breaches of security;
  - (c) will not harm or damage the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
  - (d) 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's equipment;
- 4.1.5 immediately disconnect any Customer's equipment, or advise BT to do so at the Customer's expense, where 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's equipment prior to reconnection to the Service.
- 4.1.6 for Sites not under BT's control, get all the consents, licences, permissions and authorisations BT and the Customer need and keep them up to date so BT can provide the Service at the Sites, including for:

- (a) making alterations to buildings;
- (b) getting into property;
- (c) dealing with local authorities, landlords or owners;
- (d) installing equipment;
- (e) using the Service over the Customer's network or at a Site; and

**4.1.7** provide BT, or third parties acting on BT's behalf, with access to any Site(s) during Business Hours, or as otherwise agreed in an Order or permitted, to enable BT or its third parties, to set up, deliver, manage, maintain and restore the Service.

## 5. SERVICE SPECIFIC SERVICE TERMS

**5.1** The Customer is responsible for:

- 5.1.1** providing and maintaining a PSTN, ISDN or broadband lines at the Sites for exclusive use with the Service. The Customer will pay all Charges related to provision and use of such lines and report any incidents in such lines directly to the supplier of the line;
- 5.1.2** any ordering and maintenance of its internet access, including, as applicable, paying all fees associated with the internet access and setting up any required User profiles;
- 5.1.3** provide all internet access numbers or Web Buttons including any required internet information as requested by BT;
- 5.1.4** ordering the platform capacity required to meet the Customer's business needs;
- 5.1.5** providing telephone service for a Site where the Delivery Method for a Site includes Switched Egress, and for any related Charges;
- 5.1.6** specifying combinations of routing features or no features in the Routing Plan; whereby:
  - (a) the Routing Plan should specify how incoming calls are handled and distributed to the Customer's call centre(s), and that a routing feature will not be followed by the same feature (i.e., a day of the week routing strategy immediately followed by another day of the week routing strategy); and
  - (b) all will be presented in Greenwich Mean Time ("GMT");
- 5.1.7** if the Customer requires an Alternative Routing Plan; specifying such Alternative Routing Plan in line BT's processes;
- 5.1.8** for any changes made to the Call Traffic Controller and that all Call Traffic Controller Users are trained for doing such changes; and
- 5.1.9** storing its Content with the Service and ensuring such Content is compliant with the conditions as set out in Section C below.

**5.2** When the Customer decides to use:

- 5.2.1** the internet as access; or
  - 5.2.2** WebRTC as access where data or Content is confidential in nature;
- this will be at the Customer's own risk as BT cannot ensure such methods are suitable.

**5.3** The Customer will provide all information as required under local legislation and regulation for verification and proof of Customer's identity and local residence, including:

- 5.3.1** the entity name, the registered address as well as the physical addresses of all locations where the Customer wishes to use fixed telephony services; and
- 5.3.2** copies of:
  - (a) the certificate of registration of Customer's entity or other incorporation documents issued by the relevant government authority; and

- (b) proof of Customers registered address as well as the physical addresses of all locations where the Customer wish to use fixed telephony services.

## 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 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 an 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. IP ADDRESSES, DOMAIN NAMES AND TELEPHONE NUMBERS

- 7.1 Except for IP Addresses and telephone numbers expressly registered in the Customer's name, all IP Addresses and Domain Names and telephone numbers (including any Service Numbers) made available by BT with the Service will at all times remain BT's ownership or the ownership of BT's suppliers and are non-transferable.
- 7.2 All the Customer's rights to use BT IP Addresses or BT Domain Names or telephone numbers will cease on termination or expiration of the Service.
- 7.3 The Customer warrants that they are the owner of, or are authorised by the owner of, the trade mark or name that the Customer wishes to use as Customer's Domain Name.
- 7.4 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 C 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 considered to be:
- 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 D Compliance and Regulation****12. ACCESS TO EMERGENCY SERVICES**

- 12.1** The 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 contract under separate terms for a BT available voice services (e.g. BT GSIP).
- 12.2** With respect to the Service used in the United States:
- 12.2.1** The Customer is considered to be the manager or operator of its Multi Line Telephone System ("MLTS") and is responsible for the installation, management and operation of its MLTS, unless the Customer ordered specific compliance support from BT on additional terms applicable to such compliance support.
- 12.2.2** 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.

**13. EXPORT OF CONTENT USING CLOUD SERVICES**

- 13.1** 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.

**14. WEBRTC RESTRICTION**

- 14.1** The WebRTC (real time communication) service option cannot be used in countries where calls over the internet are prohibited. In countries where the Service must allow Users to make emergency calls, the Customer shall ensure use of the Service complies with applicable emergency access rules as set out in paragraph 12.

**15. PCI DSS COMPLIANCE OBLIGATIONS**

- 15.1** 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.
- 15.2** The Customer will be responsible for contacting their merchant acquirer to determine whether and how the Customer must validate any required PCI DSS compliance.
- 15.3** Where the Service forms part of the Customer's PCI DSS compliance, the Customer will ensure all other elements of the Customer's environment except for this Service are PCI-DSS compliant. BT accepts no liability in respect of any recommendations BT may make to the Customer.
- 15.4** 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.
- 15.5** 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.
- 15.6** 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.

**Section E Charges, Subscription Term and Termination****16. CHARGES**



- 16.1** The Customer will pay the Charges for the Service and any optional features (including upgrades and re-configuration) as specified in the Order.
- 16.2** In addition to the Charges set out in the Order, the Customer may be liable for the following additional Charges:
- 16.2.1** Charges for (de-)commissioning the Service outside of Business Hours;
  - 16.2.2** Charges for expediting provision of the Service at Customer's request after BT has informed Customer of the delivery date;
  - 16.2.3** Charges for investigating Customer reported Incidents where BT finds no Incident or that the Incident is outside the Service Management Boundary;
  - 16.2.4** Charges for restoring Service if the Service has been suspended by BT in accordance with the terms of the Governing Agreement; and
  - 16.2.5** Charges per element re-configured after the Operational Service Date must be agreed and documented in a new Order.
- 16.3 Excess Construction Charges.** Where the Access Line is provided by BT:
- 16.3.1** all Services and pricing are subject to site survey. After the execution of the Order, BT will arrange for any survey(s) to be conducted to confirm the availability of a suitable Access Line to the Site(s). If the survey(s) identify that additional engineering work is required in order to provide a suitable Access Line to the Site(s) and:
    - (a)** the Excess Construction Charges are agreed with the Customer, BT will proceed with delivering the Service for the affected Site(s) following the completion of any additional engineering works; or
    - (b)** the Excess Construction Charges are not agreed with the Customer, BT may provide a new quote to the Customer, detailing the additional Excess Construction Charges the Customer will need to pay for the engineering work to be completed. If the Customer:
      - (i)** accepts the new quote, BT will proceed with delivering the Service for the affected Site(s) following the completion of any additional engineering works; or
      - (ii)** does not accept the new quote, BT will cancel the provision of the Service to the affected Site(s) and BT will have no obligation to provide the Service to the Customer at that Site. The parties will agree any amendments required to minimum commitments if applicable;
  - 16.3.2** BT will not invoice the Customer for any Excess Construction Charges, unless these are actually incurred as detailed in paragraphs (a) and (b) above; and
  - 16.3.3** following BT's site survey, BT may, acting reasonably, propose that provision of Service is not possible for operational reasons. Following consultation and agreement with the Customer, BT will not proceed with provision of the Service and the Customer agrees that BT shall not be liable to the Customer for failure to provide the Service. Where this is the case, BT will reject the Order and the Customer shall not be liable for cancellation Charges.

## 17. SUBSCRIPTION TERM AND TERMINATION

- 17.1** 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.
- 17.2** 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.

## 18. END OF SERVICE

18.1 On termination of the Service, Customer will:

18.1.1 retrieve all Customer data from the Service;

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

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

18.2 On termination of the Service, BT will:

18.2.1 provide a release document for non-geographic numbers (Toll Free, Shared Cost or National Call Rate Numbers) to allow the Customer to move these numbers to another carrier if the Customer requests. In such event, BT will not be responsible:

(a) if the numbers provided cannot be ported to another carrier as the decision to allow portability of Non-Geographic Numbers is made by the originating carrier; and

(b) for any outages that may occur during the porting of these numbers from BT to another carrier.

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

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

18.2.4 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

### 19. INTRODUCTION

19.1 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**").

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

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

### 20. ON TIME DELIVERY SERVICE LEVEL

20.1 BT will deliver the Service on or before the Customer Committed Date ("**On Time Delivery Service Level**").

#### 20.2 On Time Delivery Service Credits

20.2.1 In the event that BT does not meet the On Time Delivery Service Level, the Customer may claim a service credit associated with that On Time Delivery Service Level which will be capped at four (4) per cent of the monthly recurring Charge for the affected Site or Circuit (an "**On Time Delivery Service Credit**") for each Business Day exceeding the Customer Committed Date until the Operational Service Date occurs.

20.2.2 If both BT and Customer have agreed a revised Customer Committed Date in writing, or if BT exercises its right to revise the Customer Committed Date on account of a change requested by Customer, the calculation of any On Time Delivery Service Credit will be made by reference to the revised Customer Committed Date.

20.2.3 Exceptions to On Time Delivery Service Level:

(a) The On Time Delivery Service Level does not apply to upgrades or changes to the Service, unless the upgrades or changes each have an agreed delivery date, in which case the



Customer Committed Date will be the same as the agreed delivery date for such upgrades or changes.

- (b) BT may expedite delivery of the Service for operational reasons or in response to a request from Customer, however this will not cause the original Customer Committed Date to be revised.

**21. SERVICE AVAILABILITY SERVICE LEVEL**

**21.1** BT will assign a Service Level category for each Site (“**Site Service Level Category**”) included in the Order that is determined by the Service configuration and the technical specification at that Site. The Site Service Level Categories and the associated service availability metrics are set out in the table below.

**21.2** With reference to the table below, each Site Service Level Category has an Annual Service Availability Target which will be used to calculate Service availability downtime (“**Service Downtime**”). Service Downtime only occurs in the event of a Priority 1 outage of the Service at a Site, caused by a Qualifying Incident. BT will measure Service Downtime for each properly reported Qualifying Incident and will keep a record of cumulative Service Downtime by Site, in units of full minutes, for each month and the SLA Year.

**21.3** Service Downtime is measured from when a Qualifying Incident is opened on BT’s incident management system 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 Service Downtime calculation will be so adjusted.

Site Service Level Category	Annual Service Availability Target	Maximum Annual Service Downtime	Monthly Service Credit Allowance	Service Credit Interval
<b>Cat A+</b>	≥ 99.99%	1 hour	0 minutes	Per started 15 minutes
<b>Cat A1</b>	≥ 99.7%	3 hours	0 minutes	Per started hour
<b>Cat A</b>	≥ 99.95%	4 hours	0 minutes	Per started hour
<b>Cat B</b>	≥ 99.90%	8 hours	1 hour	Per started hour
<b>Cat C</b>	≥ 99.85%	13 hours	3 hours	Per started hour
<b>Cat D</b>	≥ 99.80%	17 hours	5 hours	Per started hour
<b>Cat E</b>	≥ 99.70%	26 hours	7 hours	Per started hour
<b>Cat F</b>	≥ 99.50%	43 hours	9 hours	Per started hour
<b>Cat G</b>	≥ 99.00%	87 hours	11 hours	Per started hour
<b>Cat H</b>	≥ 98.00%	175 hours	13 hours	Per started hour
<b>Cat I</b>	≥ 97.00%	262 hours	15 hours	Per started hour

**21.4 Service Availability Service Credits.**

**21.4.1** If for any Site Service Level Category, the cumulative Service Downtime in a month exceeds the Monthly Service Credit Allowance but does not exceed the Maximum Annual Service Downtime during any SLA Year, the Customer may claim standard Service Credits which will be capped at

four (4) per cent of the monthly Site Charges for the Service at the affected Site(s), for each Service Credit Interval ("**Standard Service Credits**"); or

**21.4.2** If for any Site Service Level Category, the cumulative Service Downtime in any SLA Year (or prorated portion of an SLA Year for Sites installed for less than an SLA Year) exceeds the Maximum Annual Service Downtime, the Monthly Service Credit Allowance will not apply until the Maximum Annual Service Downtime during an SLA Year is no longer exceeded and during such period the Customer may claim elevated Service Credits for each Service Credit Interval ("**Elevated Service Credits**"); which will be capped at:

- (a) Eight (8) percent of the monthly Site Charges for the Services at the affected Site for Site Service Level Category CAT A+, A1, A and B; or
- (b) Four (4) per cent of the monthly Site Charges for the Services at the affected Site, for all the other Site Service Level Categories.

## 22. RESILIENCY RESTORATION

**22.1 Resiliency Restoration Service Level.** From the Operational Service Date, where the Customer has purchased a Resilient Service and experiences a Qualifying Incident on any Resilient Component, BT aims to restore the Service to the affected Resilient Components within 24 hours of the Customer reporting the Qualifying Incident, or BT detecting the Incident ("**Resiliency Restoration Service Level**"), but the Resiliency Restoration Service Level will not apply where there is a Priority 1 Incident (in which case, the Availability Service Level will apply).

**22.2 Resiliency Restoration Service Credits.** If the affected Resilient Components are not restored within 24 hours, the Customer may request a Service Credit ("**Resiliency Restoration Service Credit**") for each commenced hour in excess of the Resiliency Restoration Service Level of one(1) per cent of the total monthly Site Charges for the Resilient Service.

## 23. NETWORK PERFORMANCE

### 23.1 Post Dial Delay

**23.1.1** For any route(s) for On-net Calls (including the Access Lines that BT provides) or for the part of the call carried on the BT Network (including Access Line) for On-net to Off-net Calls ("Qualifying Route"), BT's target is for PDD to be five (5) seconds or less.

**23.1.2** If the Customer experiences PDD greater than five (5) seconds on any Qualifying Route, the Customer may report it to the BT Service Desk. BT will investigate the cause, and, if it is due to the BT Network, BT will resolve the fault as quickly as reasonably possible.

**23.1.3 Post Dial Delay Service Credit.** If either:

- (a) the PDD persists for more than five (5) Business Days; or
- (b) the Customer reports three (3) faults on the same Qualifying Route(s) in any month, and the faults are due to the BT Network, the Customer may claim a Service Credit of two (2) per cent of the monthly Site Charges of the originating Site.

### 23.2 Transmission Rate

**23.2.1** For any Qualifying Route, BT's targets for Transmission Rates are 9.6 Kbits per second for Voice Band Data and 14.4 Kbits per second for fax. This is subject to the Customer's equipment being capable of transmitting at these rates.

**23.2.2** If the Customer experiences lower Transmission Rates on any Qualifying Route(s), the Customer may report it to the BT Service Desk. BT will investigate the cause, and if it is due to the BT Network, BT will resolve the fault as quickly as reasonably possible.

**23.2.3 Transmission Rate Service Credit.** If either:

- (a) the low Transmission Rate persists for more than five (5) Business Days; or

(b) the Customer reports three (3) faults on the same Qualifying Route(s) in any month, and the faults are due to the BT Network, the Customer may claim a Service Credit of two (2) per cent of the monthly Site Charges of the originating Site.

## 24. GENERAL SERVICE CREDIT EXCLUSIONS

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

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

- 24.2.1** 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;
- 24.2.2** for any faults caused by the Customer's use or management of the Service;
- 24.2.3** if BT is awaiting information from the Customer or awaiting confirmation by the Customer that the Service has been restored;
- 24.2.4** 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;
- 24.2.5** for any cause beyond BT's reasonable control as set out in the Governing Agreement or this Schedule;
- 24.2.6** 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;
- 24.2.7** 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;
- 24.2.8** during any trial period of the Service;
- 24.2.9** for any Services delivered over the internet; and
- 24.2.10** if the Service is suspended due to Customer's breach of its obligations under the Governing Agreement.

## 25. GENERAL SERVICE CREDIT LIMITATIONS

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

**25.2** 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 mandatory local law then the shortest period that can be applied.

**25.3** Service Credits will be :

- 25.3.1** paid by deduction from the Customer's invoice within two (2) billing cycles of a claim being received; or
- 25.3.2** if related to On Time Service Delivery Credits, paid by deduction from the first invoice following the Operational Service Date; or
- 25.3.3** 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 G Data Protection

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

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

**26.1** 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.

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

**27.1** The nature and purpose of the Processing of Customer Personal Data by BT includes:

**27.1.1** routing and termination of telephone calls from end User into Customers contact centre;

**27.1.2** passing the telephone numbers used by end User ("**Call Line Identify**") where such identifiers are available and this is the extent of BT's Processing of personal information.

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

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

**28.1.1** end User telephone number;

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

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

**28.2.1** Customer's end User; and

**28.2.2** Customer's employees, directors and contractors.

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

## 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.

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

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

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

"**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.

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

"**Caller**" means the person calling the Customer.

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



“**Caller Pays**” means the Caller will pay the PSTN call Charges to connect to the Inbound Node.

“**Charges**” means the applicable Charges for the Service as set out on the Order(s).

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

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

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

“**Core Network**” means BT’s network infrastructure between and including the POP, but does not include the Access Line between the Customer’s Site(s) and the POP.

“**Customer Requirements Form**” means the form that sets out the requirements for the Service agreed between the Parties.

“**Customer Committed Date**” means the date provided by BT on which delivery of the Service is due to start.

“**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.

“**Delivery Method**” means a logical link between the Outbound Node and the call centre, which may be an Access Line or Switched Egress.

“**Dialled Number Identification Service**” or “**DNIS**” means the feature described in Paragraph 1.4.1 of Part B.

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

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

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

“**Geographic Routing**” means routing configurations are defined based on a call’s point of origin.

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

“**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.

“**Inbound Node**” means the Node where incoming calls access the BT Network.

“**Integrated Services Digital Network**” or “**ISDN**” means a set of communication standards for simultaneous digital transmission of voice, video, data, and other network services over the traditional circuits of the PSTN.

“**International Direct Dialling**” or “**IDD**” means the method by which a Caller makes an international voice call by dialling the telephone number of a different country and connecting to the called party without involving an operator.

“**International Toll Free**” means the method by which a Caller makes a voice call using a telephone number that is usually free to a Caller where the call is routed internationally before reaching the Inbound Node. (Calls may not be free for all Callers, such as calls from mobile phones or hotels).

“**IP Address**” means a unique number on the internet of a network card or controller that identifies a device and is visible by all other devices on the internet.





“**Local Area Network**” or “**LAN**” means the infrastructure that enables the ability to transfer IP services within Sites (including data, voice and video conferencing services).

“**National Call Rate Number**” means the Caller pays a portion of the PSTN call Charges to connect to the Inbound Node.

“**Network Terminating Equipment**” or “**NTE**” means the equipment used to provide the Service, either at the point of connection between the BT Network and the Access Line, or provided at the Site(s) for connection to the Network Terminating Unit.

“**Network Terminating Unit**” or “**NTU**” means the socket where the Customer’s wiring, equipment or existing qualifying data service is connected to the Access Line.

“**Node**” means the point where the Customer’s equipment is connected to the BT Network.

“**Off-net Call**” means a call, some or all of which is transported on the PSTN.

“**On-net Call**” means a call that is routed between two (2) Sites on the BT Network without using the PSTN at any point.

“**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 including the Customer Requirements Form.

“**Outbound Node**” means the Node that is connected to a Site by the Delivery Method.

“**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.

“**PIN Routing**” means the feature that defines the outcome of a call based on the digits entered by a Caller. If no match is found, a call will go to a default outcome.

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

“**POP**” means a point of presence, which is the point where the Access Line terminates and is the demarcation point between the Access Line and the Core Network.

“**Post Dial Delay**” or “**PDD**” means the network performance Service Level as set out in Paragraph 23.1

“**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.

“**PSTN**” means Public Switched Telephone Network, which is the concentration of the world’s public circuit switched telephone networks.

“**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.

“**Qualifying Route**” means any route(s) for On-net Calls or for the part of the call carried on the BT Network for On-net to Off-net Calls.





“**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.

“**Resilient Component**” means, with respect to a Resilient Service, any of the Access Lines.

“**Resilient Service**” means the Service or part of the Service, as set out in any applicable Order, designed to have high availability and without single points of failure, such that where one component fails the Service is still available. E.g. where BT provides:

- a) two (2) or more Access Lines at a Site, to provide more resiliency;
- b) a maintenance service 24 hours per day; seven (7) days per week in respect of (a) and (b) above.

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

“**SLA Year**” means the 8760 hours which starts on the Operational Service Date of each Site and ends 365 days later; thereafter the SLA Year will be the most recent twelve (12) months in which the Service is provided.

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

“**Shared Cost**” means the Caller pays a portion of the PSTN call Charges to connect to the Inbound Node.

“**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”.

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

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

“**Transmission Rate**” means the speed of transmission of voice-band and fax signals and is a network performance service level as set out in Paragraph 23.2.

“**Universal International Freephone Number**” or “**UIFN**” means the method by which a Caller makes a voice call using a telephone number that is usually free to the Caller and which has the unique format + 800 xxxx xxxx. The voice call may be picked up at an Inbound Node in the originating country, or be routed internationally before reaching the BT Network (Calls may not be free for all Callers, such as calls from mobile phones or hotels).

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

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

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

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

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

“**WebRTC**” is an optional service component as set out in Part B.