

Operator Connect for Microsoft Teams with BT Service Schedule

Part A – Service Terms

Section A Service Terms

1. SERVICE SUMMARY

- 1.1** BT's Operator Connect for Microsoft Teams with BT Service is a fully managed service whereby BT provides support for the Customer's Microsoft Operator Connect functionality. BT will manage the Customer's Operator Connect service 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.
- 1.4** This Service excludes support for the Customer's Microsoft Teams service and Microsoft calling plans and this Schedule excludes the actual provision of the BT One Voice Global SIP Trunking Service which will be under terms set out in a separate Schedule (this Schedule is for the management aspect only).

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.

3. GENERAL CUSTOMER OBLIGATIONS

- 3.1** The Customer will:
- 3.1.1** provide BT with the names and contact details of the Customer contact;
 - 3.1.2** without undue delay provide BT with any information or assistance reasonably required by BT to enable it to comply with Applicable Law and perform its obligations hereunder with respect to the Service;
 - 3.1.3** use the Incident reporting procedures notified to Customer by BT, and ensure that the Customer operational contact is available for all subsequent Incident management communications;
 - 3.1.4** complete any preparation activities that BT may request to enable the Customer to receive the Service promptly and in accordance with any agreed timescales;

- 3.1.5** procure services that are needed to permit the Service to operate, including Enabling Services as defined in Part B, and ensure they meet the minimum technical requirements specified by BT;
- 3.1.6** where the Customer has provided its own or a third party Enabling Service, ensure and confirm to BT that the Enabling Service is working correctly before reporting Incidents to BT;
- 3.1.7** inform BT of any planned maintenance on any third party provided Enabling Service;
- 3.1.8** provide service assurance support to BT, where reasonably requested, to progress the resolution of Incidents for any BT equipment, including software, installed on an Enabling Service that is not being provided by BT;
- 3.1.9** be responsible for its Content and that of its Users (including any Content hosted by the Customer or any User on behalf of third parties);
- 3.1.10** ensure, at its own expense that its personal computers, mobile devices, handsets, headsets, webcams or accessories which may be required to access the Service are of sufficient technical specification to meet the requirements for the client applications as specified by Microsoft on its website;
- 3.1.11** ensure that Users have the appropriate client(s) installed on their desktop/mobile device(s);
- 3.1.12** provide all information reasonably required by BT to provide the Service including any agreed integration with the Customer's own applications or voice services. The Customer is responsible for providing and maintaining any such application(s) and for providing access to it as required by BT for the entire duration of the Service;
- 3.1.13** ensure regulatory compliance of any network and/or voice services that are used in combination with the Service;
- 3.1.14** be responsible for payment of all PSTN, SIP Trunking or mobile charges incurred when using the Service;
- 3.1.15** be responsible for, at its own expense, obtaining and correctly maintaining, all licenses for Microsoft Teams.
- 3.1.16** be responsible for, User administration of its active directory and Microsoft Office 365 tenant and providing helpdesk support for its Users;
- 3.1.17** provide BT with the relevant access rights to Microsoft Teams within Microsoft Office 365 relevant to the Service that is being provided by BT as outlined in the Customer Handbook;
- 3.1.18** be responsible for the provision, licensing, deployment, administration, management and maintenance of User devices and all call costs;
- 3.1.19** provide all level 1 support service desk functions including all direct interaction with its Users;
- 3.1.20** provide a Customer service desk that will:
 - (a)** be available at times appropriate to its reasonable business demands;
 - (b)** be familiar with the Customer solution;
 - (c)** be the first point of contact for all Users;
 - (d)** provide answers to structured questions within the raised Incident ticket; and
 - (e)** be responsible for dealing with day-to-day management queries.

Section B Acceptable Use Policy**4. INTRODUCTION**

4.1 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**").

5. USE OF THE SERVICE

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

5.1.1 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

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

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

5.2.1 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

5.2.2 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.

5.3 Unless agreed in writing with BT:

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

5.3.2 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 5.3.1 above.

6. USE OF MATERIALS

6.1 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:

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

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

6.1.3 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;

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

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

6.2 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.

7. SYSTEMS AND SECURITY

7.1 The Customer will not:

7.1.1 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.
- 7.1.2 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;
- 7.1.3 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
- 7.1.4 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

8. VOICE SERVICES

- 8.1 This Schedule does not include the terms and conditions for purchasing the BT voice service that can be provided in conjunction with the Service, and that will allow access to emergency services. If the Customer requires BT to provide voice services, the Customer will need to contract separately one of the BT available voice services (e.g. BT One Voice Global SIP Trunking). In case BT allows the Customer to use the voice service of a third party, the Customer acknowledges and accepts:
 - 8.1.1 that BT will not be responsible for any aspect related to the provision of the voice service, including with no limitation providing access to emergency services;
 - 8.1.2 that it must secure that the voice service it gets from the third party is fully compliant with the applicable voice services regulation including access to emergency services, compliance with CLI rules, legal interception, data retention provisions and the use of cloud-based voice services; and
 - 8.1.3 to hold BT harmless for any damage of any type it may suffer for breach of regulation by this third party supplier.

Section D Charges, Subscription Term and Termination

9. CHARGES

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



10. SUBSCRIPTION TERM AND TERMINATION

- 10.1 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.
- 10.2 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.

11. END OF SERVICE

- 11.1 On termination of the Service, Customer will:
 - 11.1.1 retrieve all Customer data from the Service;
- 11.2 On termination of the Service BT will:
 - 11.2.1 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 Credits

12. SERVICE LEVELS

- 12.1 BT will calculate the Service Levels over the Reporting Period on a per Order basis and provide the Customer with detailed reporting on achievement.

13. SERVICE AVAILABILITY SERVICE LEVEL

- 13.1 Service Availability is measured on the Service components set out in section 5.1.4 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 relevant Incident is logged by the BT Service Desk and ends when the Customer is notified that the Incident has been resolved.
- 13.2 Only BT’s measurements shall be used to calculate Service Credits.
- 13.3 The monthly uptime percentage is calculated based on the following formula for each Service:

$$\left(\frac{\text{Available Minutes} - \text{Aggregate Incident Downtime Minutes}}{\text{Available Minutes}} \right) \times 100\%$$
- 13.4 Where, for the relevant Service component set out in section 13.9, measured and reported by BT:

| Monthly uptime percentage Service Level | Service component |
|-----------------------------------------|--------------------------------------------------------------------------------------------|
| 99.9% | Where Customer has elected dual voice gateways in each region. |
| 99.7% | Where Customer has elected only a single voice gateway or analogue gateway in each region. |

- 13.5 Available minutes = (Total Minutes in the Reporting Period – Any pre-agreed interruption to the Service) x Number of Users reported as registered for the Service in the relevant Reporting Period.
- 13.6 Incident Downtime minutes = duration of an Incident causing Downtime x number of Users affected.
- 13.7 Aggregate Incident Downtime minutes = total of Incident Downtime minutes for Incidents occurring in the Reporting Period.
- 13.8 Service Availability shall not apply:
 - 13.8.1 if the Customer asks BT to test the Service although no Incident has been detected and/or reported;



- 13.8.2 if the Service has been modified or altered in any way by the Customer without BT's approval;
- 13.8.3 during planned maintenance, emergency maintenance or any other pre-agreed schedule maintenance periods;
- 13.8.4 for Incidents due to any Customer performed network configurations not approved by BT;
- 13.8.5 for changes or alterations made other than by BT to the Service or to BT equipment, connections, routing plan, applications or test equipment, or the mapping of applications; or
- 13.8.6 if an Incident is reported and BT cannot confirm that an Incident exists after performing tests.

13.9 Incidents Included in Downtime Calculation

- 13.9.1 If the following conditions are met (for the relevant Service), an Incident will contribute to Downtime:

| Service component | Components / Functions | Condition | Likely Incident Priority Level |
|----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| BT provided session border controllers (SBCs) Virtual SBCs | <ul style="list-style-type: none"> • MS Data Center • Azure Hosting Cloud • SBC virtual machine • Connection to public internet (not dedicated) <ul style="list-style-type: none"> ○ Connection to BT GSIP ○ Connections to Teams clients • Azure Private Network Connection to Customer's Microsoft 365 tenant • One Voice operations center (OVOC) | All Users globally, all Users in a single region, or Users at two or more Sites with independently provided internet service (that BT has confirmed is functioning properly) are unable to access these functions due to outage of BT provided or managed SBC. | Priority 1 Incident |

- 13.9.2 Monthly uptime percentage performance by Service and fault type is measured by BT and this data is provided in reports to the Customer per Reporting Period.

13.10 Incidents Excluded from Downtime Calculation

- 13.10.1 Where the root cause of an Incident is traced to one of the following Service components, the Incident will not be included in the calculation of Downtime:

| Service component | Components / Functions | Condition | Likely Incident Priority Level |
|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Teams User license and Microsoft-hosted Teams tenant | <ul style="list-style-type: none"> • Customer supplied Microsoft User license • Microsoft hosted Teams application tenant located in redundant Azure Data Centers | Teams functionality that should accompany User license is not available | No associated priority level; BT will assist in raising an incident ticket with Microsoft, but BT is not responsible for Microsoft-provided or hosted components |
| Local Carriers | <ul style="list-style-type: none"> • Porting of direct inward dialing from other carriers <ul style="list-style-type: none"> • Rental of direct inward dialing • Billing of usage-based Charges • Incident management of BT-escalated local Incidents | Outage/unavailability of access circuit or other telephony functionality not directly provided as part of BT GSIP Platform (i.e. repair responsibility resides with a third-party local access carrier). | Priority 2 Incident |



14. SERVICE CREDITS

14.1 In the event of a Service Availability failure on a Service component set out in section 13.9, the Customer is entitled to claim the following Service Credits:

| Monthly uptime percentage for relevant Service | Service Credit due |
|------------------------------------------------|--------------------|
| < 99.9% (dual voice gateways per region) | 5% |
| < 99.0% | 7% |
| < 97.0% | 10% |

14.2 Payment of Service Credits.

14.2.1 To qualify for Service Credits, and before any Service Credits can be applied, the Customer must make a claim, providing details of the reason for the claim, within 25 days of the end of the month in which the Service Level was not achieved. Service Credits will normally be made by deduction from the Customer's invoice within two billing cycles of a claim being received.

15. SERVICE LEVEL EXCLUSIONS

15.1 In addition to the exclusions as set out under in section 13 , Service Levels will not apply where the unavailability of the Services is due to:

- 15.1.1** the acts or omissions of the Customer or any third party (excluding BT's suppliers) which lead to BT not being able to provide all or part of the Services;
- 15.1.2** any cause beyond BT's reasonable control as set out in governing agreement or this Schedule;
- 15.1.3** a fault on the Customer's network (however supplied or managed) or Customer equipment configuration;
- 15.1.4** if the Customer does not provide access, delays providing access or denies permission for BT or its agents to repair the Service;
- 15.1.5** to any qualifying Incident not reported in accordance with BT's Incident reporting procedures;
- 15.1.6** a fault on any third-party software not provided by BT such as the licences used for Microsoft Teams and application, operating system, the application software or a Customer web application;
- 15.1.7** BT awaiting information from the Customer or awaiting Customer confirmation that the Service has been restored;
- 15.1.8** Planned maintenance notified to the Customer and any emergency maintenance;
- 15.1.9** faults or omissions of other internet or network service providers not related to any BT-provided Service;
- 15.1.10** faults or omissions in, equipment, wiring, cabling, software or other services which are not maintained by BT or which are not provided by BT under this Schedule;
- 15.1.11** any faults caused by the Customer's management of the Services;
- 15.1.12** any breach by the Customer of its obligations under this Schedule or the governing agreement;
or

- 15.1.13** any faults found to be caused by a virus introduced negligently or otherwise by the Customer onto Customer equipment due to any or all of the following: (i) any Customer employee failing to abide by BT's or the Customer's virus protection policy; (ii) the Customer omitting to implement a virus protection policy.
- 15.2** Failure to meet the Service Levels is not a material breach of the terms governing the Service. The Service Credits are the Customer's sole and exclusive remedy and BT's only obligation and liability for failure to achieve any Service Levels. The Customer acknowledges that the amounts payable by BT are fair and reasonable and, so far as it is aware, represent a genuine pre-estimate of any resulting loss or expense to the Customer.

Section F Data Protection

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

16. DURATION OF THE PROCESSING OF PERSONAL DATA

- 16.1** 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.

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

- 17.1** This Operator Connect for Microsoft Teams with BT Service provides an enterprise collaboration and conferencing platform via its supplier Microsoft for the Customer, the Customer's customers and third parties to use.
- 17.2** It is the Customer's responsibility to procure the licences required for Microsoft Teams directly with Microsoft and in this respect Microsoft is not acting as a Sub-Processor.
- 17.3** The nature and purpose of the Processing of Customer Personal Data by BT includes:
- (a)** audio, video and web conferencing – integrated and online with support for Microsoft clients;
 - (b)** software provided VoIP for delivering enterprise telephony;
 - (c)** group chat that can be integrated with Microsoft Outlook;
 - (d)** federation i.e. communication with other organisations and public instant messaging services; and
 - (e)** online web form completion.
- 17.4** Content generated by the Customer or third party end Users can be of any data category and related to any living Data Subject. This data is controlled by the Customer. BT shares end User ID and associated credentials with Microsoft (and vice versa) to allow for broader integration with the Microsoft Teams mobile application. This sharing of personal information is undertaken to provide connectivity to other devices and Microsoft Teams applications by enabling correct end user authentication ensuring security protocols are maintained. This activity is only undertaken with the Customer's authorisation and control.

18. TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS

- 18.1** The types of Customer Personal Data Processed by BT or its Sub-Processors or the Customer will be:
- (a)** website or IP address;
 - (b)** name;
 - (c)** address;
 - (d)** telephone number;
 - (e)** email address;
 - (f)** job title;
 - (g)** company name;
 - (h)** contact records;

- (i) usage records (call, collaboration, and messaging activity);
- (j) identity management (user profiles including user IDs and passwords);
- (k) call recordings;
- (l) Customer consents (evidence of obtaining) and marketing preferences;
- (m) Service plans (details of products and services taken by Customer);
- (n) Customer account number and billing details.

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

- (a) Customer employees;
- (b) Customer's customers or third parties; and
- (c) any Data Subject (as controlled by the Customer).

Above lists are not exhaustive as the Customer will specify what Customer Personal Data is processed.

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 Section B.

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

"BT Calling Plans" BT's Direct Routing service, allowing Customers to make and receive telephone calls, using BT GSIP as a carrier, with session border controller infrastructure hosted in the cloud.

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

"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.

"Downtime" is the period of time which a qualifying priority 1 Incident(s) exists.

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

"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).

"GSIP" an acronym for BT's global SIP service.

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

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

"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.

"Microsoft Office 365" is a line of subscription services offered by Microsoft, as part of the Microsoft Office product line. The brand encompasses plans that allow use of the Microsoft Office software suite over the life of the subscription, as well as cloud-based software as a service products for business environments.

"Microsoft Office 365 Tenant" describes the group of applications hosted by Microsoft dedicated and configured for a single customer that normally resides in a single datacentre.



“**Microsoft Teams**” is a unified communications platform that combines persistent workplace chat, video meetings, file storage, and application integration. The service integrates with the company's Office 365 subscription office productivity suite.

“**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.

“**Operator Connect**” is a Microsoft capability offered from within the Microsoft Teams admin centre that allows operator-managed services to provide PSTN voice calling for Teams users.

“**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.

“**OVOC**” means AudioCodes One Voice Operations Center is a web-based voice network management solution that combines management of voice network devices (audiocodes IP phones, mediapacks, mediants etc) and quality of experience monitoring into a single, intuitive web-based application.

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

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

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

“**PSTN**” is an acronym for public switched telephone network.

“**Reporting Period**” means monthly.

“**Service Credits**” are any agreed remedy for BT's failure to meet a Service Level as more fully described in this Schedule.

“**Service Levels**” are any agreed minimum level of service to be achieved by BT as set out in this Paragraph 13.

“**SIP**” is the Session Initiation Protocol (SIP), a signaling protocol used for initiating, maintaining, and terminating real-time sessions that include voice, video and messaging applications.

“**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”.

“**Teams**” is a collection of people, content, and tools surrounding different projects and outcomes within an organisation. Teams can be created to be private to only invited Users. Teams can also be created to be public and open and anyone within the organization can join (up to 2500 members).

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