



## Webex Calling with BT Service Schedule Part A – Service Terms

### Section A Part A – Service Terms

#### 1. SERVICE SUMMARY

- 1.1** The Webex Calling with BT service is a subscription-based managed service hosted in the cloud that provides calling and unified communication capabilities together with a range of telephone system features which are accessed by the Customer via the internet and without the requirement for on-premise equipment, 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** With this Service the Customer may:
- 1.2.1** make on-net calls (within the Customer's network) as well as accept inbound and make outbound calls from any of their registered devices or User profiles; and
  - 1.2.2** use a range of PBX-like Unified Communications features and services that are defined by the configuration options selected on the Data Capture Form.
- 1.3** This Part A sets out the specific terms and conditions applicable to the Service, and Part B sets out the Service description and the terms relating to how BT manages the Service.
- 1.4** This Schedule will not apply for the provision of any other services provided by BT (including the Enabling Service) 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** be responsible for obtaining, deploying and maintaining:
    - (a)** all applications, software and Site terminating equipment required to use the Service. The Customer must ensure that all such devices, applications and software conform to the

current Service build level. Where devices are no longer supported by the Supplier as a result of a mandatory platform upgrade, the Customer is responsible for replacing such devices with devices that comply with the latest build level including IP Handsets and Headsets. BT will notify the Customer in advance of any upgrade as to which devices will no longer be supported;

- 3.1.2** ensure that any equipment used for the Service has access to an uninterrupted power supply. Any failure by the Customer to do this may impact Emergency Services call capability as well as any Service provided;
- 3.1.3** provide accurate location information associated with telephone numbers for all Users and IP Handsets;
- 3.1.4** provide BT with the names and contact details of the Customer contact;
- 3.1.5** 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 with respect to the Service;
- 3.1.6** use the Incident reporting procedures notified to the Customer by BT, and ensure that the Customer contact is available for all subsequent Incident management communications;
- 3.1.7** ensure that the LAN protocols, applications and equipment used by the Customer are compatible with the Service;
- 3.1.8** complete any preparation activities that BT may request to enable the Customer to receive the Service promptly and in accordance with any agreed timescales;
- 3.1.9** 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;
- 3.1.10** 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;
- 3.1.11** 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);
- 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);
- 3.1.13** if the Customer uses LBIBO, be responsible for ensuring that its PTSP provides network CLI in accordance with the regulatory provisions associated with outgoing and incoming voice traffic, and the rules and guidelines for CLI handling commonly accepted in the telecommunications carrier industry, and that its PTSP puts appropriate measures in place to enable Users to call the Emergency Services, to correctly identify the caller's location and to provide such location information to the proper Public Safety Answering Point (PSAP);
- 3.1.14** work with BT to provide accurate order information to enable the timely provision of the Service;
- 3.1.15** ensure that all reasonable steps are taken to configure the Service to prevent it being used in the commission of criminal offences including the making of fraudulent or bad faith calls; and
- 3.1.16** not resell the Service to any third party unless:
  - (a)** the Customer receives the prior written approval of BT; and
  - (b)** BT receives the approval from the Supplier that the third party is an approved re-seller of Services.



- 3.2** The Customer must comply with one of the BT approved dial plans provided with the Service;
- 3.3** BT and the Customer will agree on a delivery plan for all the Sites. The Customer must perform its obligations to ensure that the delivery plan timescales can be achieved.
- 3.4** Where BT does not provide connection to the PSTN, the Customer acknowledges that the Service does not qualify as a full replacement of a PSTN service and that the Customer's PTSP is responsible for all obligations applicable to the provision of PSTN services.
- 3.5** If the Customer chooses to use the Service in conjunction with a third-party SIP service, then the Customer must provide BT with written confirmation that it or its SIP supplier will comply with all regulatory obligations applicable to the provision of PSTN and Voice over IP (VOIP) services.
- 3.6** BT will provide Customer Administrator access rights to the Control Hub for the purposes of reporting, integrations management, and/or device management and/or calling administration. The Customer must:
- 3.6.1** not allow any other partner or external user full admin or read-only administrative access to the BT-managed elements in the Control Hub;
  - 3.6.2** gain written agreement with BT if access to the administration functions is desired for any other purpose beyond the self-service;
  - 3.6.3** not remove or alter the Administrator account;
  - 3.6.4** avoid unauthorized access to the Administrator account;
  - 3.6.5** keep the Administrator account password secure, change the password if the employee who has access to the Administrator account leaves the business, changes role and/or no longer requires access;
  - 3.6.6** pay all remedial costs if there is a Service Incident which is a direct result of authorised or unauthorized access to the Administrator account or Webex Control Hub and BT is requested to restore Service to the prior configuration;
  - 3.6.7** inform any additional Administrator Users of their responsibilities set out in this Schedule;
  - 3.6.8** keep personnel access to the Administrator account up to date; and
  - 3.6.9** keep records of any changes and make these available to BT where required.
- 3.7** If the Customer fails to comply with Paragraph 3.6, BT reserves the right to remove the Customer's administration rights.

#### **4. CUSTOMER EQUIPMENT AND SITE REQUIREMENTS**

- 4.1** The Customer will:
- 4.1.1** provide BT with any information reasonably required without undue delay, and the Customer will ensure that the information is accurate and complete;
  - 4.1.2** monitor and maintain any Customer equipment connected to the Service or used in connection with a Service;
  - 4.1.3** ensure that any Customer equipment that is connected to the Service or that the Customer uses, directly or indirectly, in relation to the Service:
    - (a)** is adequately protected against viruses and other breaches of security;
    - (b)** technically compatible with the Service and will not harm or damage the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
    - (c)** is approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer equipment;

- 4.1.4** immediately disconnect any Customer equipment, or advise BT to do so at the Customer's expense, where Customer equipment:
- (a)** does not meet any relevant instructions, standards or Applicable Law; or
  - (b)** contains or creates material that is in breach of the Acceptable Use Policy and the Customer is contacted by BT about such material,
- and redress the issues with the Customer equipment prior to reconnection to the Service.

- 4.2** The Customer agrees that BT will not be liable for any failure by the Customer to comply with this Paragraph 4 and the Customer will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to the Customer's failure to comply with this Paragraph 4.

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

- 5.1** The End User License Agreement ("**EULA**") establishes certain terms and conditions through direct privity of contract between the Customer and Supplier and as such the Customer will:
- 5.1.1** be directly bound by the terms and conditions set out in the EULA contained in Part B and, where applicable, ensure that its Users also comply with the terms of the EULA;
  - 5.1.2** enter into the EULA for the Customer's own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between the Customer and the Supplier and the Customer will deal with the Supplier with respect to any loss or damage suffered by either of the Customer or the Supplier as such loss or damage will not be enforceable against BT; and
  - 5.1.3** observe and comply with the EULA for any use of the applicable Supplier software.
- 5.2** If the Customer does not comply with the EULA:
- 5.2.1** BT may restrict or suspend the entire Service upon notice; in such event:
    - (a)** the Customer will continue to pay the Charges for the Service until the end of the Subscription Term; and
    - (b)** BT may charge a re-installation fee to re-start the Service.
- 5.3** Where the EULA is presented in a 'click to accept' function and the Customer requires BT to configure or install software on their behalf, BT will do so as their agent and bind the Customer to the EULA. For this purpose, the Customer hereby grants to BT a mandate to enter into the EULA in the Customer's name and on its behalf. BT and the Customer may for this also execute a power of attorney as part of the Order.

## **6. PASSWORDS, AUTHORISED USERS AND SECURITY**

- 6.1** The Customer is responsible for the proper use of any usernames, personal identification numbers and passwords or similar used in conjunction with the 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. BT does not guarantee the Service against unauthorised or unlawful usage.
- 6.2** The Customer will distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service.
- 6.3** The Customer will promptly terminate access of any person who is no longer an authorised User.
- 6.4** The Customer will promptly inform BT if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way.



- 6.5 The Customer will change any or all passwords or other systems administration information used in connection with the Service if BT asks 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.
- 6.7 The Customer will satisfy BT's security checks if a password is lost or forgotten.
- 6.8 BT reserves the right to suspend User ID and password access to the Service if BT considers that there is, or is likely to be, a breach of security.

## **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 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 Domain Names will cease on termination or expiration of the Service. Except for the Customer's right to porting of numbers where the Customer changes its communications provider, all Customer's rights to use telephone numbers will cease on termination or expiration of the Service.
- 7.3 The Customer warrants they are the owner of, or are authorised by the owner of, the trademark or name that the Customer wishes to use as the 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.

## **8. CALLING LINE IDENTITY**

- 8.1 The Customer can request presentation of, or restriction of, its CLI from being presented to the destination. The Customer can also specify that its 'User provided CLI' is passed on to the destination. The Customer acknowledges and agrees that BT will not accept requests to restrict CLI on calls to the Emergency Services or where the laws and regulations require CLI to be presented. The Customer also accepts that where calls are passed to another operator BT accepts no responsibility for the onward operator's treatment of the CLI.

## **9. CALL MONITORING**

- 9.1 BT may monitor and record calls relating to customer services and telemarketing for training purposes and to improve the quality of BT's customer services. BT may also record Emergency Services calls.
- 9.2 BT will from time to time monitor the profile of calls made and received using the Service for potential fraudulent or bad faith use and may in the event of such calls significantly affecting the Service take reasonable steps to prevent such use. BT will not monitor the Service without the Customer's prior permission.

# **Section C Acceptable Use Policy**

## **10. INTRODUCTION**

- 10.1 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.

## **11. USE OF THE SERVICE**

- 11.1 The Customer will not use the Service in breach of Applicable Law or in any way that is considered to be:
  - 11.1.1 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



- 11.1.2** detrimental to the provision of services to the Customer or any other BT customer.
- 11.2** The Customer will not use the Service to intentionally take, or attempt to take, any action that could:
  - 11.2.1** 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
  - 11.2.2** 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.
- 11.3** Unless agreed in writing with BT:
  - 11.3.1** the Customer will only use the Services for the commercial and business purposes for which they have been designed; and
  - 11.3.2** 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 11.3.1 above.

## **12. USE OF MATERIALS**

- 12.1** 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:
  - 12.1.1** harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;
  - 12.1.2** promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;
  - 12.1.3** 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;
  - 12.1.4** in breach of the privacy or data protection rights of BT or any other person or company; or
  - 12.1.5** in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.
- 12.2** 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.

## **13. SYSTEMS AND SECURITY**

- 13.1** The Customer will not:
  - 13.1.1** 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.
  - 13.1.2** 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;
  - 13.1.3** 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





- 13.1.4** 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**

### **14. ACCESS TO EMERGENCY SERVICES**

- 14.1** This Schedule does not include the terms and conditions for purchasing the voice service that will be provided in conjunction with this Service, and that will allow, among other things, access to Emergency Services.
- 14.2** The Service will be provided with a BT SIP service which provides access to Emergency Services, under separate terms and conditions.
- 14.3** With respect to the Service used in the United States:
- 14.3.1** the Customer is the manager, operator or installer of its Multi Line Telephone System ("MLTS") and is responsible for any compliance obligations associated with the installation, management and operation of its MLTS, unless specific compliance support is ordered by the Customer from BT on additional terms applicable to such compliance support;
  - 14.3.2** If the Service involves a delegation of management and administration responsibility to BT then it is the Customer's responsibility to provide necessary assistance as requested by BT to configure the system to comply with emergency access;
  - 14.3.3** where BT requires 911 software to be loaded on a User's laptop, the Customer will ensure the software application is duly loaded;
  - 14.3.4** 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;
  - 14.3.5** emergency calls using 911 from mobile devices must be configured so that the emergency call will be routed via the mobile carrier's network; and
  - 14.3.6** where the Customer does not use the BT recommended solution, the Customer will perform its own compliance with applicable emergency access rules; and
  - 14.3.7** where the Customer provides incorrect or inadequate information, or there is an inherent limitation in the Customer-owned system the Customer will indemnify BT from any claims resulting from failure by the Customer to comply with Applicable Laws relating to 911 Emergency Services calling.

### **15. EXPORT OF CONTENT USING CLOUD SERVICES**

- 15.1** The Service comprises of a cloud service that utilises software and technology that may be subject to export control laws of various countries. The Customer is solely responsible for any compliance related to the way the Customer uses the Service and the location the Service is used including access by Users to the Service and for the Customer's Content transferred or processed using the Service, including any publication of such Content.

## **Section 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** Charges for User rentals will be invoiced monthly in advance and based on the maximum number of Users by type in the Service. The maximum number of Users will be the highest number of Users that have used the Service in any one month. Call Charges will be invoiced monthly in arrears.
- 16.3** In addition to the Charges set out in the Order, the Customer may be liable for the following additional Charges:
- 16.3.1** Charges for cancelling the Service;
  - 16.3.2** Charges for (de-)commissioning the Service outside of Business Hours;
  - 16.3.3** Charges for expediting provision of the Service at Customer's request after BT has informed the Customer of the delivery date;
  - 16.3.4** Charges for investigating the Customer reported Incidents where BT finds no Incident or that the Incident is outside the Service Management Boundary;
  - 16.3.5** Charges for restoring Service if the Service has been suspended by BT in accordance with the terms of the Governing Agreement;
  - 16.3.6** Charges per element re-configured after the Operational Service Date must be agreed and documented in a new Order;
  - 16.3.7** Charges for failure to meet the Contracted User Volumes as set out in the Order; and
  - 16.3.8** any other Charges agreed between the parties.

## 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** Following the expiration of the Subscription Term, the Service shall continue as set out in the Order, unless and until:
- 17.2.1** a new Subscription Term is agreed in writing; or
  - 17.2.2** the Service is terminated in accordance with the terms of the Governing Agreement referenced in the Order.
- 17.3** If the Customer terminates the Services or any part thereof prior to the expiry of the applicable Subscription Term or Renewal Term, the Customer shall be liable to pay all applicable termination charges as set out 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);
  - 18.1.3** return to BT the software or intellectual property provided by BT and all copies of such.
  - 18.1.4** disconnect any Customer Equipment; and
  - 18.1.5** advise BT immediately of any changes to the contact details of the Customer contact.
- 18.2** On termination of the Service BT will:
- 18.2.1** provide configuration information relating to the Service provided at the Site(s) in a format that BT reasonably specifies;
  - 18.2.2** decommission all network and applications supporting the Service at each Customer Site(s); and





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

## **Section F Data Protection**

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

### **19. DURATION OF THE PROCESSING OF PERSONAL DATA**

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.

### **20. THE NATURE AND PURPOSE OF THE PROCESSING OF PERSONAL DATA**

**20.1** For this Service, BT shall be reselling service provided by the Supplier and BT will act as Data Controller and will only collect and use Customer Personal Data in order to:

- 20.1.1** Process, track and fulfil Orders for the Service;
- 20.1.2** Deliver and commission the Service, either remotely or at a Site;
- 20.1.3** Administer access to online portals relating to the Service;
- 20.1.4** Compile, dispatch and manage the payment of invoices relating to the Service;
- 20.1.5** Manage the Agreement and resolve any disputes relating to it; or
- 20.1.6** Respond to general queries relating to the Service.

**20.2** For the provision and management of the Service parts provided by the Supplier, any Processing of Personal Data by the Supplier where applicable, will be subject to the Supplier's privacy policy as set out on <https://www.cisco.com/c/en/us/about/trust-center/customer-data-privacy-policy.html>

### **21. TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS**

**21.1** The types of Customer Personal Data which may be Processed by the Supplier are set out on <https://www.cisco.com/c/en/us/about/trust-center/data-privacy.html> whereby for this Service the following datasheets apply:

- 21.1.1** Webex Calling: <https://trustportal.cisco.com/c/dam/r/ctp/docs/privacydatasheet/collaboration/cisco-webex-calling-privacy-data-sheet.pdf>
- 21.1.2** Webex App: <https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/1552559092865176>

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

**21.3** The Customer Personal Data may concern the following categories of Data Subjects:

- 21.3.1** Customer's employees, directors and contractors;
- 21.3.2** Customer's own customers or third parties; and
- 21.3.3** any Data Subject (as controlled by the Customers).

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

## **Section G Service Levels**

There are no Service Levels with Service Credits provided with the Service, only targets. If targets apply to the Services selected, such shall be set out on the Order.



## 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.

**“Administrator”** means the Customers' designated employee who has rights and responsibilities to change/modify the Service via the Control Hub;

**“Analogue Telephony Adapter” or “ATA”** means a device located at the Site that provides an interface to a line powered analogue telephone or a local mains powered telephone, typically a DECT cordless telephone, and performs the conversion to VoIP media and signalling, and onward transmission to an Ethernet interface.

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

**“Attendant Console”** means a software application that enables a receptionist to answer, transfer and dispatch calls within an organisation.

**“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.

**“Charges”** means the charges that are payable in relation to the Service, as the same are specified in the Order, or calculated in accordance with the terms set out in this Schedule.

**“Cisco Unified IP Phone”** means an Internet Protocol telephone manufactured by the Supplier.

**“CLI”** means calling line identity.

**“Content”** means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material uploaded or used in connection with the Service.

**“Control Hub”** means an application which provides analytics and allows the User to make changes, via a portal, to their service, e.g. add users, delete users, modify users.

**“Contracted User Volume”** means a) for the first Contract Year the total number of Professional Users and Workspace Users set out in the initial Order that the Customer has committed to; and b) for all remaining Contract Years the total number of Professional Users and Workspace Users at the start of that Contract Year.

**“Contract Year”** means each consecutive period of 12 months starting from the Operational Service Date of the first Site installed (or the date specified in the Order, whichever is later); and (b) in relation to the calculation of termination charges each consecutive rolling period of 12 months starting from the Operational Service Date of each Site installed (or the date specified in the Order, if later).

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

**“Customer”** means the legal entity set out on the Order or signature page of this Agreement.

**“Data Capture Form”, “DCF” or “RCAD”** means the specific requirements for the Service as agreed between the Customer and BT which forms part of the Order. It also includes the data as captured and used as part of the bulk load capability.

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

**“Emergency Services”** means the ability for Users to place a call to a public emergency system.

**“Extension Mobility” or “Hoteling”** means that Users are allowed to temporarily access their User configuration such as speed dials, from another User's Cisco Unified IP Phone.



**"Ethernet"** means a technology for connecting devices in a wired local area network ("LAN") or wide area network ("WAN"). It enables devices to communicate with each other via the IEEE 802.3-2008 protocol, which is a set of rules or common network language.

**"Features"** means the optional service features set out in Part B.

**"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 master terms and conditions which govern this Schedule.

**"Headsets"** means a set of headphones, typically with a microphone attached, used with an IP handset.

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

**"Internet Protocol"** or **"IP"** means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data, and for relaying datagrams across network boundaries.

**"IM & P"** means Instant Messaging and Presence.

**"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.

**"IP Handsets"** means any IP telephone that's compatible with the Service.

**"LAN"** means a local area network.

**"LBIBO"** means local break-in and break-out for incoming and outgoing calls.

**"Multi-Platform Phones"**, **"MPP"** are physical Cisco manufactured phones which can be used on a variety of platforms including Webex Calling with BT.

**"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 Data Capture Form.

**"PBX"** means private branch exchange.

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

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

**"Professional User"** means a User with up to five configured devices of which a maximum of one IP SIP or SCCP handset is permitted and up to four soft clients (Webex App), on PC's, laptop's, IOS and Android. (Webex App when used for Voice is classified as a Device).

**"Professional & Meetings User"** means a Professional User who also purchases Webex Meetings with BT service.

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

**"PSTN"** means the public switched telephone network.

**"PTSP"** means Public Telecommunications Service Provider, which is a provider of telecommunications services but excludes BT for the purposes of this Schedule.

**"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.

**"Service Options"** means those options selected by the Customer in the Order, which includes Professional User and Workspace User.



“**SIP**” means session initiation protocol.

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

“**Solutions Builder**” means the high-level design tool that BT uses to design the Service based on the Customer's requirements and Service boundaries.

“**Subscription Term**” means the term contracted for this Service as set out in the Order. In some Governing Agreements this may also be called “Minimum Period of Service”.

“**Supplier**” means Cisco Systems, Inc of 2710 Gateway Oaks Drive, Suite 150N Sacramento CA 95833, USA.

“**Supplier Software**” means any Software provided by the Supplier for use with the Service.

“**Time Related Charges**” or “**TRC**” means the hourly labour rate applicable for work to be undertaken by BT on behalf of the Customer.

“**Total Care Maintenance**” means that BT will provide on a 24 hours by 7 days basis a maintenance for the Service with:

- a) a target of 4 hours to respond to any Incident reported on the Service by the Customer; and
- b) a target of 24 hours to resolve any Incident reported on the Service by the Customer.

“**User**” for this Service it means an employee, including consultants or agency workers, who is configured as a Professional User or Workspace User (including, where applicable, a Professions & Meetings User). A User can also be a shared or unallocated device e.g. hot desk, lobby phone, fax and other peripheral devices, with no named employee.

“**Voice Recording**” means a third-party cloud-based voice recording capability that can be activated from the Control Hub or ordered from BT.

“**Voice mail**” means a centralised system that stores messages from callers.

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

“**Webex App**” means a Supplier Software application which enables instant messaging and presence communication and Voice calling from a mobile phone, PC, laptop or tablet. The Webex App where used for voice is classified as a device.

“**Webex Meetings**” means BT's Webex Meetings service which provides an internet-based cloud collaboration and meetings service and which can be purchased by the Customer as an additional service to this Service.

“**Workspace User**” means a User with a single configured voice device only for shared use and common area locations, (e.g. hot desk and lobby phone).