



BT Advanced Call Recording Service Schedule Part A – Service Terms

Section A Service Terms

1. SERVICE SUMMARY

- 1.1** BT will provide the Customer with a right to access and use a cloud-based call recording and storage software-as-a-service (**SaaS**) solution with associated technical support, professional services and service management to use with their Unified Communications Platform, 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 the Service is managed.
- 1.3** This Schedule will not apply for the provision of any other services provided by BT (including any Enabling Services) as those services will be governed by their separate terms and conditions.

2. MAINTENANCE, CHANGES AND SUSPENSION TO THE SERVICE

- 2.1** BT may carry out Planned Maintenance on the Service from time to time. BT will inform the Customer at least five (5) Business Days in advance.
- 2.2** BT may change or update the Service provided the performance and quality of the Service is not materially adversely affected. Prior to introducing any change to the Service BT will 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.
- 2.4** BT is not responsible for notifying the Customer of any upgrades, fixes or enhancements to any Unified Communications Platform used with the Service or for any compromise of data, including Customer Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by BT. BT assumes no responsibility for the reliability or performance of any connections to the Service.

Section B Customer Obligations

3. GENERAL CUSTOMER OBLIGATIONS

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

- 3.1.3 provide BT with the names and contact details of the Customer contact;
- 3.1.4 without undue delay provide BT with any information or assistance reasonably required by BT to enable it to comply with Applicable Law and perform its obligations hereunder with respect to the Service;
- 3.1.5 use the Incident reporting procedures notified to Customer by BT, and ensure that the Customer operational contact is available for all subsequent Incident management communications;
- 3.1.6 ensure that applications and equipment used by Customer are compatible with the Service;
- 3.1.7 complete any preparation activities that BT may request to enable the Customer to receive the Service promptly and in accordance with any agreed timescales;
 - (a) 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;
 - (b) 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;
 - (c) 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 Software installed on an Enabling Service that is not being provided by BT;
- 3.1.9 be responsible for its Content and Customer Data and that of its Users (including any Content and Customer Data hosted by the Customer or any User on behalf of third parties).

4. CUSTOMER EQUIPMENT

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

5. PASSWORDS, AUTHORISED USERS AND SECURITY

- 5.1 The Customer is responsible for the proper use of any usernames, personal identification numbers and passwords or similar used in conjunction with the Service, and the Customer will take all necessary precautions to ensure that the foregoing are kept confidential, secure and not made available to unauthorised persons.
- 5.2 The Customer will distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service.
- 5.3 The Customer will promptly terminate access of any person who is no longer an authorised User.
- 5.4 The Customer will promptly inform BT if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way.
- 5.5 The Customer will change any or all passwords or other systems administration information used in connection with the Service if BT asks Customer to do so in order to help safeguard ensure the security or integrity of the Service.
- 5.6 The Customer will not allow any specific User license to be used by more than one User unless it has been reassigned in its entirety to another User.

6. SUPPLIER TERMS

- 6.1 The Customer is responsible for ensuring that all Users comply with this Paragraph 6.
- 6.2 **Ownership rights**

- 6.2.1** The Supplier will have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to use or incorporate into the Service, any suggestions, enhancement requests, recommendations or other feedback provided by BT and the Customer, including employees and/or their agents, relating to the operation of the Service.
- 6.2.2** The Customer grants to BT and the Supplier a limited, non-exclusive, non-sub licensable, non-transferable license to use, copy, store and display the Customer Data to provide the Service to the Customer, and for the purpose of improving and enhancing the overall user experience of the Service.
- 6.2.3** The Supplier may share the Customer Data with its Affiliates. The Supplier reserves the right to use Customer Data to investigate and help address and/or prevent actual or potential unlawful activity; and upon the request of a government agency, law enforcement agency, court or as otherwise required by law, the Supplier may disclose Customer Data.
- 6.2.4** No title or ownership of the Software or Documentation, provided by the Supplier, is transferred to the Customer. The Software or Documentation provided by the Supplier, and all modifications, enhancements, improvements, adaptations, translations and derivative works thereof and any other Intellectual Property Rights are owned or licensed for distribution by the Supplier.
- 6.2.5** The Software, Service and Documentation contain material that is protected by United States and international copyright law and trade secret law. The Customer will not remove any proprietary notice of the Supplier from any copy of the Documentation. The Customer may make a reasonable number of copies of the Documentation for their internal business purposes, provided such reproductions shall include any copyright or proprietary labels, legends or notices placed upon or included in the Documentation by the Supplier.

6.3 Warranties

- 6.3.1** The Customer warrants that:
- (a)** the Customer is the owner or authorised licensee of the Customer Data, and has secured all necessary licenses, consents, authorisations and waivers for the use of the Customer Data including by the Supplier; and
 - (b)** the Customer Data and Customer's use of the Service will at all times comply with the terms of this Agreement.

6.4 Suspension

- 6.4.1** In addition to any suspension rights granted within the Governing Agreement, BT or the Supplier may restrict or suspend a Customer's license and access to the Service:
- (a)** if the Customer does not comply with this Paragraph 6;
 - (b)** If the Customer is using the Service in a manner that may cause immediate and ongoing harm to BT or the Supplier or to a third party, including actions that violate Applicable Law. If BT or the Supplier becomes aware of such actions, it will immediately notify the Customer of the activity, and either allow the Customer to cease the activity, or immediately suspend the Service; or
 - (c)** without notice if BT or the Supplier determines that immediate action is warranted to prevent any harm to BT, the Supplier, the Service, or any third party. BT or the Supplier will have no liability for suspension of the Service with or without notice, provided that any such determination was made in good faith.
- 6.4.2** During such restriction or suspension, the Customer will continue to pay the Charges for the Service until the end of the Subscription Term; and BT may charge a re-installation fee to re-start the Service.



Section C Acceptable Use Policy

7. INTRODUCTION

- 7.1** 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.

8. USE OF THE SERVICE

- 8.1** The Customer will not use the Service in breach of Applicable Law or in any way that is considered to be:
- 8.1.1** 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
 - 8.1.2** detrimental to the provision of services to the Customer or any other BT customer.
- 8.2** The Customer will not use the Service to intentionally take, or attempt to take, any action that could:
- 8.2.1** 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
 - 8.2.2** 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.
- 8.3** The Customer will not:
- 8.3.1** use the Service to Process data on behalf of any third party other than Users;
 - 8.3.2** publish, disclose, copy, rent, lease, modify, loan, distribute, sell, resell, transfer, assign, alter or create derivative works based on all or any part of the Service or Software;
 - 8.3.3** reverse engineer, decompile, translate, adapt, or disassemble the Service or Software, nor will the Customer attempt to create the source code from the object code for the Software; or
 - 8.3.4** permit any third party to access the Service or Software except as expressly permitted. The Customer is solely responsible for monitoring its use of the Service for possible unlawful or fraudulent usage, and will notify BT immediately if it becomes aware or has reason to believe that the Service is being unlawfully or fraudulently used. Failure to notify BT may result in the suspension of the Customer's right to use and access the Service.
- 8.4** Unless agreed in writing with BT:
- 8.4.1** the Customer will only use the Service for the internal business purposes for which they have been designed; and
 - 8.4.2** the Customer will not modify, amend, change, reconfigure or otherwise repurpose all or any part of the Service for uses other than those pursuant to Paragraph 8.4.1 above.

9. USE OF MATERIALS

- 9.1** 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:
- 9.1.1** harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;
 - 9.1.2** promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;
 - 9.1.3** 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;



- 9.1.4** in breach of the privacy or data protection rights of BT or any other person or company; or
- 9.1.5** in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.

9.2 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.

10. SYSTEMS AND SECURITY

10.1 The Customer will not:

- 10.1.1** 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.
- 10.1.2** 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;
- 10.1.3** 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
- 10.1.4** 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

11. PCI DDS COMPLIANCE OBLIGATIONS

11.1 The Service is not compliant with PCI DSS and BT will not accept any liabilities or obligations related to PCI DSS and Card Holder Data (CHD). The Customer shall retain all PCI DSS obligations as a Merchant and cannot flow down or transfer any related PCI DSS obligations to BT as a Service Provider in relation to these exceptions/services. The Customer will indemnify BT for any claims, losses, costs or liabilities that BT incurs as a result of the Customer storing, processing or transmitting data that is subject to PCI DSS.

12. EXPORT OF CONTENT USING CLOUD SERVICES

12.1 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.

13. COMPLIANCE WITH CHINESE REGULATIONS

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



Section E Charges and Invoicing Terms

14. CHARGES

- 14.1** The Customer will pay the Charges for the Service and any optional features (including upgrades and re-configuration) as specified in the Order.
- 14.2** In addition to the Charges set out in the Order, the Customer may be liable for the following additional Charges:
- 14.2.1** Charges for (de-)commissioning the Service outside of Business Hours;
 - 14.2.2** Charges for expediting provision of the Service at Customer's request after BT has informed Customer of the delivery date;
 - 14.2.3** Charges for restoring Service if the Service has been suspended by BT in accordance with the terms of the Governing Agreement;
 - 14.2.4** Charges per element re-configured after the Operational Service Date must be agreed and documented in a new Order; and
 - 14.2.5** Charges for exceeding the number of recorded hours per User during a monthly period.

15. SUBSCRIPTION TERM

- 15.1** 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.
- 15.2** At the expiration date of the Subscription Term the Customer shall not automatically enter into a new Subscription term. A new Subscription Term for the Service is subject to a new Order.

16. END OF SERVICE

- 16.1** On termination of the Service, Customer will retrieve all Customer Data from the Service within 60 days from the date of termination of the Service unless otherwise agreed in writing.
- 16.2** On termination of the Service the Supplier will delete any Customer Data or any configuration data relating to the Service.

Section F Service Levels

17. SERVICE LEVELS AND SERVICE CREDITS

- 17.1** Service Levels and Service Credits do not apply to the Service.

Section G Data Protection

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

18. DURATION OF THE PROCESSING OF PERSONAL DATA

- 18.1** BT will Process the Customer Personal Data for the Service for as long as BT provides the Service and for as long as BT may be required to Process the Customer Personal Data in accordance with Applicable Laws.

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

- 19.1** The Service provides a fully managed SaaS cloud-based call recording and storage solution.
- 19.2** BT will not have direct access to the call recording and storage Supplier Platform.

19.3 The nature and purpose of the Processing of Customer Personal Data by the Sub-Processors includes accessing the Supplier's Service Portal to deal with Incidents and provide service management.

20. TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS

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

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

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

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

- 20.2.1** Customer;
- 20.2.2** Customer employees and Users; and
- 20.2.3** any Data Subject (as controlled by the Customer).

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

Section H Defined Terms

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

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

"Applicable Law" means the laws as set out in the Governing Agreement as may be amended from time to time.

"Business Day" means generally accepted working days at the locality of the Site, excluding any national or bank holidays.

"Business Hours" means between the hours of 0800 and 1700 in a business day at the locality of the specific Site.

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

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

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

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

"Customer Personal Data" means only the proportion of Personal Data where the Customer is the Controller and that BT or its Supplier needs to Process on the Customer's behalf as a Processor in providing the Services to the Customer under the Agreement.

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



“Documentation” means the installation, user and maintenance guides, promotional literature and/or other documentation relating to the use, maintenance and/or operation of the Service which BT or the Supplier provides to the Customer.

“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).

“Governing Agreement” means the general terms and conditions which govern this Schedule.

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

“Microsoft Teams” Microsoft Teams is a Unified Communications Platform that combines persistent workplace chat, video meetings, file storage, and application integration.

“Microsoft Teams Chat” has the meaning given to it in Part B, Section A, Paragraph 2.7.1.

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

“Operational Service Date” means the date upon which the Service is first made operationally available to the Customer and may be called the “Service Start Date” in some Governing Agreements.

“Order” means means an Order that accompanies a Service Schedule for a new Service and contains the Parties agreement on Charges, rate card (where applicable) and any other relevant commercial information related to the Service referred to in the Order.

“PCI DSS” means the Payment Card Industry Data Security Standards, a set of policies and procedures, issued by the PCI Security Standards Council LLC (as may be adopted by local regulators) and intended to optimise the security of credit and debit card transactions and protect cardholders against misuse of their personal information

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

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

“Supplier Platform” means the web-based Supplier platform the Customer uses to access and replay recordings, as well as configure admin settings and users.

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

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

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

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

“Service Options” has the meaning given to it in Part B– Service Description, Paragraph 2.

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

“Software” means any software in object code format only, and related documentation (whether on tangible or intangible media) that BT provides to the Customer as part of a Service. It includes any embedded software, but it excludes Open Source Software.

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

“Supplier” means NICE Systems UK Ltd., a company incorporated in England and Wales (registered no. 03403044) having its registered office at Tollbar House Tollbar Way, Hedge End, Southampton, Hampshire, SO30 2ZP, United Kingdom.

can raise Incident requests and receive service updates.



“Unified Communications Platform” means a platform, approved by BT for use with the Service, that provides and combines multiple enterprise communications channels, such as voice, video, personal and team messaging, voicemail, and content sharing. Examples include Microsoft Teams, Cisco Webex, RingCentral (BT Cloud Work) and Zoom.

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