

# One Voice Global SIP Trunking - Service Schedule

## Part A – Service Terms

### Section A – Service Terms

#### 1. SERVICE SUMMARY

- 1.1** BT's One Voice Global SIP Trunking is a service using the session initiation trunking protocol to provide voice over IP ("VoIP") connectivity between an on-premise phone system and the public switched telephone network ("PSTN"). In various countries BT's One Voice Global SIP Trunking can provide a full PSTN/ISDN replacement service supporting outgoing and incoming PSTN calls, calls to emergency services and most call types to local (national) services. BT One Voice Global SIP Trunking can be used either (a) standalone to make outbound voice calls, (b) as access to another BT Service like unified communication services, contact services or any other BT Service where BT One Voice Global SIP Trunking can be used as access, or (c) as access to a third party service the Customer contracted from another supplier where BT One Voice Global SIP Trunking can be used as access.
- 1.2** BT will provide and manage the BT OneVoice Global SIP Trunking service as set out in any applicable Order, comprising:
- 1.2.1** the standard components of the Service set out in Part B; and
  - 1.2.2** any optional components described in Part B and set out in any applicable Order, up to the point of the Service Management Boundary ("Service").
- 1.3** 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 Services, as such services will be governed in accordance with their own specific 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.

#### 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 the Customer by BT, and ensure that the Customer operational contact is available for all subsequent Incident management communications;
- 3.1.4** ensure that the local area network (LAN) protocols, applications and equipment used by Customer are compatible with the Service;
- 3.1.5** complete any preparation activities that BT may request to enable the Customer to receive the Service promptly and in accordance with any agreed timescales;
- 3.1.6** procure services that are needed to permit the Service to operate, including Enabling Services as defined in Part B, and ensure they meet the minimum technical requirements specified by BT;
- 3.1.7** 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;
- 3.1.8** inform BT of any planned maintenance on any third party provided Enabling Service;
- 3.1.9** provide service assurance support to BT, where reasonably requested, to progress the resolution of Incidents on an Enabling Service that is not being provided by BT;
- 3.1.10** in jurisdictions where an employer is legally required to make a disclosure to its Users and employees in relation to the Service:
  - (a)** inform Users (individually or via local workers councils depending on Applicable Law) that as part of the Service being delivered by BT, BT may monitor and report the use of any targeted applications;
  - (b)** ensure that Users have consented or are deemed to have consented to such monitoring and reporting (where such consent is legally required); and
- 3.1.11** be responsible for its Content and that of its Users (including any Content hosted by the Customer or any User on behalf of third parties).

#### **4. CUSTOMER EQUIPMENT, THIRD PARTY SERVICES AND SITE REQUIREMENTS**

##### **4.1** The Customer will:

- 4.1.1** provide BT with any information reasonably required, including information in relation to health and safety and the environment, without undue delay, and the Customer will ensure that the information is accurate and complete;
- 4.1.2** provide, at its own cost, any necessary internal cabling between the NTU and any Customer equipment;
- 4.1.3** monitor and maintain any Customer equipment and third party service connected to the Service or used in connection with a Service;
- 4.1.4** ensure that any Customer equipment that is connected to the Service or that the Customer uses, directly or indirectly, in relation to the Service is connected using the applicable NTU, unless the Customer has BT's permission to connect by another means;
- 4.1.5** ensure that any Customer equipment or third party service (including a third party UCAAS service) 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)** will not harm or damage the NTU, 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, Applicable Laws, regulations and any safety and security procedures applicable to the use of that Customer equipment or third party service;

- 4.1.6** immediately disconnect any Customer equipment and/or third party service, or advise BT to do so at the Customer's expense, where the Customer's equipment or third party service:
- (a)** does not meet any relevant instructions, standards, Applicable Laws or regulations; 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 prior to reconnection to the Service.
- 4.1.7** for Sites not under BT's control, get all the consents, licences, permissions and authorisations BT and the Customer need and keep them up to date so BT can provide the Service at the Sites, including for:
- (a)** making alterations to buildings;
  - (b)** getting into property;
  - (c)** dealing with local authorities, landlords or owners;
  - (d)** installing equipment;
  - (e)** using the Service over the Customer's network or at a Site; and
- 4.1.8** provide BT, or third parties acting on BT's behalf, with access to any Site(s) during Business Hours, or as otherwise agreed in an Order, to enable BT or its third parties, to set up, deliver, manage, maintain and restore the Service.

## 5. SPECIFIC SERVICE REQUIREMENTS

### 5.1 The Customer will:

- 5.1.1** present BT with a network CLI which belongs to a BT-provisioned number block range and/or ported number block range;
- 5.1.2** not connect End Points or Mobile Devices directly to the Service. Any End Points should be directly connected to the Customer's PBX (or equivalent);
- 5.1.3** be responsible for, and ensure the proper configuration of the Customer's LAN, PBX equipment (or equivalent) and all End Points so that the User's location can be properly identified;
- 5.1.4** if the Customer ordered Internet access from a third party as an access method:
- (a)** ensure that the Customer has a suitable internet access connection that can support voice calls and have sufficient capacity for the Customers voice requirements (for example, when taking into account other traffic using that connection);
  - (b)** ensure that the internet access is provided before BT starts the commissioning of the Service; and
  - (c)** repair all Incidents that are outside the Service Management Boundary set out in Part B.
  - (d)** agree that the successful configuration of encryption for the Service via the internet depends on many variables and equipment and requires the cooperation of your technical team;
  - (e)** implement the encryption configuration on the Customer equipment for the Service over the internet access option;
  - (f)** comply with all specifications and prerequisites that BT provides to the Customer which is required for the provision of the Service over the internet access;
- 5.1.5** provide all information as required under local legislation and regulation for verification and proof of the Customer's identity and local residence, including:
- (a)** the entity name, the registered address as well as the physical addresses of all locations where you wish to use fixed telephony services; and

- (b) copies of (a) the certificate of registration of the entity or other incorporation documents issued by the relevant government authority; and (b) proof of the registered address as well as the physical addresses of all locations where the Customer wish to use the Service.

## 6. NUMBER PORTABILITY REQUESTS

- 6.1** This paragraph 6 is only applicable when BT provides the Service as a full PSTN/ISDN replacement.
- 6.2** Number porting will be conducted in accordance with any locally applicable regulation and only if it is technically possible to do so. The Customer will be required to sign a letter of authority or equivalent document when the Customer makes a porting request with BT.
- 6.3** For number portability requests:
- 6.3.1** the Customer must ensure the correct numbers to be ported are submitted;
  - 6.3.2** the successful portability of existing numbers to the Service is not guaranteed, is subject to applicable technical requirements, and is dependent on BT's interconnect carriers having the necessary porting arrangements with the relevant carrier.
- 6.4** For standard and forwarding calling scenarios the Customer will send the specific CLI, which allows the identification of the Customer's physical location within the PAID (P-Asserted ID) field. The format needs to be in international format like [+CCxxx] or [00CCxxx].
- 6.5** The Customer will not manipulate the CLI sent in PAID unless BT is informed and have agreed to the change in advance.
- 6.6** The Customer will send, in addition, for forwarding calling scenarios, the CLI within the DIVERSION field. The format needs to be in international format like [+CCxxx] or [00CCxxx].
- 6.7** The Customer will send a presentation CLI within the FROM field. The sent number must be in line with domestic regulations and will be screened by BT. In the event the CLI fails the screening, no CLI will be sent within FROM field - the BT Network will forward the default CLI. The format needs to be in international format like [+CCxxx] or [00CCxxx].

## 7. CENTRALISED SIP TRUNKING

- 7.1** If the Customer has a centralised IPT architecture with a centralised interconnect into the Service, the parties will work closely together for the installation, configuration and maintenance of the interconnect between the Service and the centralised IPT architecture to make sure the entire solution is in line with country-specific regulations.
- 7.2** As the entire centralised IPT architecture is connected only via one trunk, the Customer will support BT to allow identification of its Sites without any restrictions.
- 7.3** For standard and forwarding calling scenarios the Customer will send the Site specific CLI, which allows the identification of your physical location within the PAID (P-Asserted ID) field. The format needs to be in Site specific international format like [+CCxxx] or [00CCxxx].
- 7.4** The Customer will not manipulate the CLI sent in PAID at any time while it's IPT architecture is connected to the BT Network unless BT is informed and have agreed to the change in advance.
- 7.5** The Customer will send, in addition, for forwarding calling scenarios, the Site specific CLI within the DIVERSION field. The format needs to be in site specific international format like [+CCxxx] or [00CCxxx].
- 7.6** The Customer will send a presentation CLI within the FROM field. The sent number must be in line with domestic regulations and will be screened by BT. In the event that the CLI fails the screening, no CLI will be sent within FROM field. The format needs to be in site specific international format like [+CCxxx] or [00CCxxx].
- 7.7** Where centralised SIP Trunking is used, CLIP/CLIR attributes remain unchanged.



#### **8. TRAFFIC DATA**

The Customer consents to BT acquiring specific voice traffic data and content as part of the delivery, support, reporting and billing processes on the BT Network. BT will not share such traffic data and content with any third party and will store the traffic data and content in order to comply with Customer's agreed support, reporting and billing needs.

#### **9. DIALING TO PREMIUM RATE NUMBERS.**

When BT provides the Service as a full PSTN/ISDN replacement, the Service allows Users to dial premium rate numbers in some countries. It is the Customers responsibility to log into the BT-provided portal (or contact BT if portal access is not provided) and block such access if required by the Customer.

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

- 10.1** 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.
- 10.2** 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.
- 10.3** The Customer will promptly terminate access of any person who is no longer an authorised User.
- 10.4** The Customer will promptly inform BT if an User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way.
- 10.5** 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.
- 10.6** 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.

#### **11. IP ADDRESSES, DOMAIN NAMES AND TELEPHONE NUMBERS**

- 11.1** 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.
- 11.2** All the Customer's rights to use BT IP Addresses or BT Domain Names or telephone numbers will cease on termination or expiration of the Service.
- 11.3** The Customer warrants that they are the owner of, or are authorised by the owner of, the trade mark or name that the Customer wishes to use as Customer's Domain Name.
- 11.4** The Customer will pay all fees associated with registration and maintenance of the Customer's Domain Name, and will reimburse BT for any and all fees that BT pays to any applicable Regional Internet Registry, and thereafter pay such fees directly to the applicable Regional Internet Registry.

**Section B Acceptable Use Policy****12. INTRODUCTION**

- 12.1** 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").

**13. USE OF THE SERVICE**

- 13.1** The Customer will not use the Service in breach of Applicable Law or in any way that is considered to be:
- 13.1.1** 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
  - 13.1.2** detrimental to the provision of services to the Customer or any other BT customer.
- 13.2** The Customer will not use the Service to intentionally take, or attempt to take, any action that could:
- 13.2.1** 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
  - 13.2.2** 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.
- 13.3** Unless agreed in writing with BT:
- 13.3.1** the Customer will only use the Services for the commercial and business purposes for which they have been designed; and
  - 13.3.2** 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 Error! Reference source not found. above.

**14. USE OF MATERIALS**

- 14.1** 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:
- 14.1.1** harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;
  - 14.1.2** promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;
  - 14.1.3** 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;
  - 14.1.4** in breach of the privacy or data protection rights of BT or any other person or company; or
  - 14.1.5** in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.
- 14.2** 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.

**15. SYSTEMS AND SECURITY**

- 15.1** The Customer will not:
- 15.1.1** 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.
- 15.1.2** 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;
- 15.1.3** 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
- 15.1.4** 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**

### **16. ACCESS TO EMERGENCY SERVICES**

- 16.1** This paragraph 16 is only applicable when BT provides the Service as a full PSTN/ISDN replacement.
- 16.2** In countries where the Service provides the ability for Users to call the emergency services by dialing the emergency service numbers applicable to the country in which the DID is located the respective local regulation regarding access to emergency services needs to be observed and complied with.
- 16.3** Users must be located in the country associated with the network number they are using to make PSTN calls.
- 16.4** The Customer will provide all reasonable assistance required by BT in order to provide access to emergency service including the obligations to:
  - 16.4.1** provide BT with the details of each Site or location where the Service is going to be used, and keep BT immediately updated of any change, so BT can maintain a database of numbers and locations and be able to route calls to emergency services using accurate data; and
  - 16.4.2** only use the numbers in the locations for which they have been provided for.
- 16.5** When the Service is used as an Enabling Service for another BT provided service like One Cloud Microsoft, Webex Calling or any other IP or Cloud application that will allow mobility, the Customer acknowledges and accepts that the following conditions will apply:
  - 16.5.1** the Customer must use this Service for making outbound calls;
  - 16.5.2** to the extent the Customer uses the Service in a nomadic manner, the Customer accepts and acknowledges that the use of BT-assigned numbers must be limited to the territory of the respective country or region for which it has been allocated. The Customer shall comply with all applicable mandatory laws and regulations when using the Service and associated numbers;
  - 16.5.3** the Service cannot be used on mobile networks.
  - 16.5.4** the Service may not offer all the features generally expected from a conventional phone line, and is limited to the service features as set out in Part B of this Schedule. In addition, the following limitations apply:
    - (a) a Service may sometimes be unavailable for reasons beyond BT's reasonable control, for example, the weather, power disruptions, and failures of, if used in conjunction with, the Customer's internet service provider (ISP) or broadband connection that makes all services provided through this connection unavailable including access to emergency services; and



(b) it is the Customer's responsibility to inform all potential Users of the Service of the above limitations and of the need to have an alternative means of accessing emergency services.

**16.5.5** Emergency calls will be routed to the public safety answering point that is closest to the office or residence indicated in the Order. If the Customer, or any user whom the Customer allows to use the Service, makes a call to emergency service from a different location, the current physical location of the User or User's devices may not be automatically determined. The Customer or user will have to verbally provide their actual location information and phone number to the emergency services operator. The same applies if the emergency call operator does not receive location data automatically from BT when this is not technically feasible. The Customer will be responsible for informing this to Users of the Service.

**16.6** In addition to the provisions set out in this paragraph 16, for some countries additional obligations shall apply as set out in the "BT Outbound Voice Services – Country Regulatory Obligations Exhibit" as attached to this Schedule.

**16.7** A failure to comply with the requirements of paragraph 16 will be considered a material breach of the Governing Agreement.

## **17. PCI DSS COMPLIANCE OBLIGATIONS**

**17.1** This Service is not PCI DSS compliant and should not be used by the Customer for payment card traffic.

## **Section D Charges, Subscription Term and Termination**

### **18. CHARGES**

**18.1** The Customer will pay the Charges for the Service and any optional features (including upgrades and re-configuration) as specified in the Order.

**18.2** In addition to the Charges set out in the Order, the Customer may be liable for the following additional Charges:

**18.2.1** Charges for (de-)commissioning the Service outside of Business Hours;

**18.2.2** Charges for expediting provision of the Service at Customer's request after BT has informed Customer of the delivery date;

**18.2.3** Charges for investigating Customer reported Incidents where BT finds no Incident or that the Incident is outside the Service Management Boundary;

**18.2.4** Charges for restoring Service if the Service has been suspended by BT in accordance with the terms of the Governing Agreement;

**18.2.5** Charges per element re-configured after the Operational Service Date must be agreed and documented in a new Order; and

**18.2.6** Charges for not complying with traffic profile requirements as set out in Paragraph 18.4.

**18.3** Where the Customer have selected the Service in North America, any Charges to recover the contributions required to be paid to emergency services funds at the North American state and local level. In addition BT may charge the Customer an additional Charge (as set out in the Order) per E911 or 911 call made in North America that is manually handled due to having incorrect or no record in the emergency calling database.

### **18.4 Traffic Profiles and Fair Use Policy**

**18.4.1** The Customer agrees that the pricing and quality of the Service is based on reasonable use of a PSTN service dedicated to business-oriented activities.

**18.4.2** The User rental is subject to a fair usage allowance which is based on an aggregated average usage limit of 2580 minutes per User per annum. The international call usage limit is 250 minutes per





User per annum when the calling plan includes bundled international call minutes. The calling plans include calls to the following call types: Geographic, fixed to mobile, fixed IDD, and mobile IDD. All other call types are chargeable. If the average aggregated minutes per User per annum exceeds 2730 minutes then BT has the right to raise a one off charge for the additional minutes at a rate as set out in the Order.

**18.4.3** Where the Customer is in breach of the fair usage allowance of a PSTN service, BT may revise the Charges to be applied to such delivery. Any new Charges will be agreed on a new Order. If the Customer and BT do not reach agreement on the new Charges to apply then BT reserves the right to suspend the Service.

**18.4.4** The Customer is responsible for paying all Charges for communications originated by abuses, failures, frauds, etc. originated in equipment and content managed by the Customer, including those originated by persons not authorized by the Customer who have accessed the equipment or content by any means, either locally or remotely.

## 19. SUBSCRIPTION TERM AND TERMINATION

**19.1** 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.

**19.2** 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.

## 20. END OF SERVICE

**20.1** On termination of the Service, the Customer will:

**20.1.1** retrieve all Customer data from the Service;

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

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

**20.2** On termination of the Service BT will:

**20.2.1** provide configuration information relating to the Service provided at the Site(s) in a format that BT reasonably specifies;

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

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

## Section E Service Levels and Service Credits

## 21. INTRODUCTION

**21.1** BT will use its reasonable endeavours to achieve the service levels ("Service Levels") applicable to the Service. If BT fails to achieve the Service Levels, the Customer may claim associated service credits ("Service Credits").

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

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

## 22. ON TIME DELIVERY SERVICE LEVEL

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



### 22.2 On Time Delivery Service Credits

- 22.2.1** In the event that BT does not meet the On Time Delivery Service Level, the Customer may claim a service credit associated with that On Time Delivery Service Level which will be capped at four (4) per cent of the monthly recurring Charge for the affected Site or Circuit (an "On Time Delivery Service Credit") for each Business Day exceeding the Customer Committed date until the Operational Service Date occurs.
- 22.2.2** If both BT and Customer have agreed a revised Customer Committed Date in writing, or if BT exercises its right to revise the Customer Committed Date on account of a change requested by Customer, the calculation of any On Time Delivery Service Credits will be made by reference to the revised Customer Committed Date.
- 22.2.3** Exceptions to On-Time Delivery Service Level:
- (a) The On-Time Delivery Service Level does not apply to upgrades or changes to the Service, unless the upgrades or changes each have an agreed delivery date, in which case the Customer Committed Date will be the same as the agreed delivery date for such upgrades or changes.
  - (b) BT may expedite delivery of the Service for operational reasons or in response to a request from Customer, however this will not cause the original Customer Committed Date to be revised.

### 23. SERVICE AVAILABILITY SERVICE LEVEL

- 23.1** BT will assign a Service Level category for each Site ("**Site Service Level Category**") included in the Order that is determined by the Service configuration and the technical specification at that Site. The Site Service Level Categories and the associated service availability metrics are set out in the table below.
- 23.2** Each Site Service Level Category has an Annual Service Availability Target, a Maximum Annual Service Downtime and a Monthly Standard Service Credit Start Point which are used to ascertain when Service Credits are payable. BT will measure Service Downtime for each Qualifying Incident and will keep a record of cumulative Service Downtime by Site, in units of full minutes, for each month and a rolling 12-month period.
- 23.3** Service Downtime is measured from when a Qualifying Incident is opened on BT's incident management system and ends when BT resolves the Qualifying Incident ("**Service Downtime**"). The Customer will be given an Incident ticket number for each Qualifying Incident. BT will inform the Customer when the Qualifying Incident is resolved and will close the Incident ticket when either the Customer confirms within 20 minutes that the Qualifying Incident is resolved, or BT has attempted and failed to contact the Customer and the Customer does not respond within 20 minutes. If the Customer confirms that the Qualifying Incident is not resolved within 20 minutes of being informed, the Incident ticket will remain open, and the Service Downtime calculation will be adjusted.
- 23.4** Service Downtime will be suspended outside Business Hours, unless otherwise specified in the Order.

Site Service Level Category	Annual Service Availability Target	Maximum Annual Service Downtime	Monthly Standard Service Credit Start Point	Service Credit Interval	Standard Service Credits for each started Service Credit Interval	Elevated Service Credits
Cat A+	≥ 99.99%	1 hour	0 minutes	Per started 15 minutes	4% of MRC	8% of MRC
Cat A1	≥ 99.97%	3 hours	0 minutes	Per started hour	4% of MRC	8% of MRC
Cat A	≥ 99.95%	4 hours	0 minutes	Per started hour	4% of MRC	8% of MRC
Cat B	≥ 99.90%	8 hours	1 hour	Per started hour	4% of MRC	8% of MRC



<b>Cat C</b>	≥ 99.85%	13 hours	3 hours	Per started hour	4% of MRC	4% of MRC
<b>Cat D</b>	≥ 99.80%	17 hours	5 hours	Per started hour	4% of MRC	4% of MRC
<b>Cat E</b>	≥ 99.70%	26 hours	7 hours	Per started hour	4% of MRC	4% of MRC
<b>Cat F</b>	≥ 99.50%	43 hours	9 hours	Per started hour	4% of MRC	4% of MRC
<b>Cat G</b>	≥ 99.00%	87 hours	11 hours	Per started hour	4% of MRC	4% of MRC
<b>Cat H</b>	≥ 98.00%	175 hours	13 hours	Per started hour	4% of MRC	4% of MRC
<b>Cat I</b>	≥ 97.00%	262 hours	15 hours	Per started hour	4% of MRC	4% of MRC

### 23.5 Service Availability Service Credits.

**23.5.1** When there is a Qualifying Incident(s) and the cumulative Service Downtime in a month at a Site exceeds the Monthly Standard Service Credit Start Point but does not exceed the Maximum Annual Service Downtime, the Customer may claim standard Service Credits. Service Credits will be four (4) per cent of the Monthly Recurring Charges ("**MRC**") for the impacted Service, per started Service Credit Interval above the Monthly Standard Service Credit Start Point.

By way of a worked example: at a Cat D Site, a Qualifying Incident with a Service Downtime of 6 hours and 10 minutes would incur 2x4% of the MRC for the impacted Service (two started Service Credit Intervals above the 5-hour Monthly Service Credit Start Point).

**23.5.2** Elevated Service Credits shall apply if the cumulative Service Downtime at a Site in any rolling 12-month period exceeds the Maximum Annual Service Downtime. Elevated Service Credits shall apply to the entire Service Downtime of the Incident which triggered the breach of the Maximum Annual Downtime. The Customer may claim for each started Service Credit Interval at the percentage of MRC for the Service shown in the table above. Elevated Service Credits will remain for any further periods of Service Downtime until the Maximum Annual Service Downtime in a rolling 12-month period is no longer exceeded. Whilst Elevated Service Credits apply, Standard Service Credits and the Standard Service Credit Start Point will not apply.

By way of a worked example: at a Cat D Site, a Qualifying Incident with a Service Downtime of 8 hours in May, then a further Qualifying Incident with a Service Downtime of 10 hours in September, the Service Downtime in September would result in a breach of the Maximum Annual Service Downtime target of 17 hours. Elevated Service Credits will apply at a rate of 10x4% of the MRC for the impacted Service in September. The Elevated Service Credits shall apply if there are any additional periods of Service Downtime until the 17 hour Maximum Annual Service Downtime is no longer breached in a rolling 12-month period. Assuming there are no further Qualifying Incidents, this would be May of the following year.

## 24. RESILIENCY RESTORATION

### 24.1 Resiliency Restoration Service Level

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

### 24.2 Resiliency Restoration Service Credits

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



## 25. NETWORK PERFORMANCE SERVICE LEVELS

### 25.1 BT Network – Post Dial Delay (PDD)

- 25.1.1** For any route(s) for On-Net calls or for the part of the call carried on the BT Network for On-Net to Off-Net calls ("Qualifying Route"), BT's target is for PDD to be five seconds or less ("Post Dial Delay Service Level").
- 25.1.2** If the Customer experiences PDD greater than five seconds on any Qualifying Route, then you will report it to the Service Desk using the Incident reporting procedures set out in the Service Management Schedule.
- 25.1.3** BT will investigate the cause and if it is due to the BT Network, BT will resolve the Incident as quickly as possible.
- 25.1.4** If either the PDD persists for more than five Business Days, or the Customer reports three Incidents on the same Qualifying Route(s) in any calendar month, then the Customer may request a Service Credit of two per cent of the monthly Recurring Charge from the originating Site.
- 25.1.5** These targets for PDD do not apply to:
- (a)** with compression applied on the Enabling Service; and
  - (b)** Sites with Site location codes or a variable length dial plan.

### 25.2 Normal Call Completion

- 25.2.1** An On-Net call is complete when the caller hears a ring tone, busy tone, or network generated recorded message. The call is considered normally completed when the call is terminated by one of the callers on the call "hanging up".
- 25.2.2** BT's target for normal call completion rate per month is more than or equal to 98 per cent ("Call Completion Service Level").
- 25.2.3** The Call Completion Service Level does not include completion to an Off-Net destination after the call has been delivered to the Off-Net gateway.
- 25.2.4** BT will deliver the call up to where it is handed off to the PSTN and/or mobile network service providers.
- 25.2.5** If a call does not complete then the Customer will report it to the Service Desk using the Incident reporting procedures set out in the Service Management Schedule.
- 25.2.6** BT will investigate the cause, and, if it is due to the BT Network, will resolve the Incident as quickly as possible.
- 25.2.7** BT will measure call completion performance each calendar month as the percentage of calls proven by BT to have failed against the total completed calls originating from a Site.
- 25.2.8** The Customer may request Service Credits as follows:

Normal call completion rate (per Month)	Service credit (% of the monthly Recurring Charges for originating Site)
more than or equal to 98%	0%
less than 98% and more than 90%	2%
less than 90%	4%

- 25.2.9** Abnormal call termination caused by the calling party, the called party, or resources of either party is not covered by the Call Completion Service Level.
- 25.2.10** If the Enabling Service is disconnected deliberately, call failure is not covered by the Call Completion Service Level.
- 25.2.11** The Call Completion Service Level does not apply if BT successfully delivers a call to an Off-Net location but it cannot be completed due to actions of the PSTN or mobile network provider.

### 25.3 Call Quality

**25.3.1** The BT Network is intended to support quality voice for On-Net calls at all Sites directly connected to the BT Network. Call quality for Off-Net calling is subject to the performance of the third party egress network provider and is outside BT's control.

**25.3.2** Depending on the Enabling Service used with this Service, call quality may be dependent upon the performance of third party egress providers and / or the equipment used by the Customer to connect to the Service and as such is outside BT's control.

**25.4 Exceptions to the Network Performance Service Levels:**

**22.1.1** The Network Performance Service Levels does not apply if the Customer is using an Internet service as access method as due the nature of the Internet the quality in voice may be degraded.

**26. GENERAL SERVICE CREDIT EXCLUSIONS**

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

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

**26.2.1** where the acts or omissions of the Customer or any third party (excluding BT's suppliers) lead to BT not being able to provide all or part of this Service; e.g. the Customer does not provide access, delays providing access or denies permission for BT or its agents and third parties, acting on BT's behalf, to implement the Service or carry out necessary repairs to the Service;

**26.2.2** if a third party Enabling Service is not connected or functioning, a fault on the Customer's network, the Customer's Equipment (including configuration) or on any third-party software or service not provided and/or managed by BT under the terms of this Schedule;

**26.2.3** for any faults caused by the Customer's use or management of the Service;

**26.2.4** if BT is awaiting information from the Customer or awaiting confirmation by the Customer that the Service has been restored;

**26.2.5** for any Qualifying Incident not reported in accordance with the incident reporting procedures notified by BT to the Customer or where Priority 1 Incident tickets are opened erroneously;

**26.2.6** for any cause beyond BT's reasonable control as set out in the Governing Agreement or this Schedule;

**26.2.7** during any period of Planned Maintenance or agreed changes on the Service by BT unless the service outage time exceeds the time estimation communicated to the Customer;

**26.2.8** during any period of maintenance by the Customer or it's third party on Customer's equipment, third party software or third party services not provided and/or managed by BT under the terms of this Schedule;

**26.2.9** during any trial period of the Service; and

**26.2.10** if the Service is suspended due to Customer's breach of its obligations under the Governing Agreement.

**26.3 General Service Credit Limitations**

**26.3.1** Service Credits for all Service Levels will be aggregated and cannot exceed 100% of the cumulative monthly recurring Charges at any affected Site, unless expressly stated to the contrary in the Order.

**26.3.2** To qualify for Service Credits, and before any Service Credits can be applied, the Customer must make a claim within 25 days after the end of the month in which the Service underperformed or where a longer time period is required by mandatory local law then the shortest period that can be applied.

**26.3.3** Service Credits will be :

(a) paid by deduction from the Customer's invoice within two (2) billing cycles of a claim being received; or



- (b) if related to On Time Service Delivery Credits, paid by deduction from the first invoice following the Operational Service Date; or
- (c) following termination of the Service where no further invoices are due to be issued by BT, paid by BT within two (2) months of a claim being received.

## **Section F Data Protection**

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

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

- 27.1** BT will Process the Customer Personal Data for the Service for such period as is necessary to provide the Service and as BT may be required to Process the Customer Personal Data in accordance with Applicable Laws.

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

- 28.1** The nature and purpose of the Processing of Customer Personal Data by BT includes:
- 28.1.1** providing a full PSTN/ISDN replacement service supporting outgoing and incoming PSTN calls, calls to emergency services and most call types to local (national) services in various countries;
  - 28.1.2** billing information and utilisation of end user usage data;
  - 28.1.3** due to the nature of the Service, Processing of Personal Data across all categories, eg: included within voice mail messages or collaboration session recordings but for these. The Customer is the Data Controller; and
  - 28.1.4** storage of address / site information for IP number ranges that BT manages and provides to the Customer, as required by telephone regulatory obligations. IP to telephone number to site address information is required by emergency and law enforcement services.

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

- 29.1** The types of Customer Personal Data Processed by BT or its Sub-Processors or the Customer will be:
- 29.1.1** website or IP address;
  - 29.1.2** name;
  - 29.1.3** business address;
  - 29.1.4** telephone number;
  - 29.1.5** email address;
  - 29.1.6** job title;
  - 29.1.7** company name;
  - 29.1.8** contact records;
  - 29.1.9** Call / usage records
  - 29.1.10** Customer consents (evidence of obtaining) and marketing preferences
  - 29.1.11** Service plans (details of products and services taken by Customer)
  - 29.1.12** Customer account number and billing details
  - 29.1.13** Call or voice recordings
  - 29.1.14** Password details
  - 29.1.15** Location data
  - 29.1.16** Traffic data (including type of traffic)





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

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

**29.2.1** Customer's end users; and

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

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

## Section 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 Part A, Section B.

**"Acceptance Tests"** means those objective tests conducted by the Customer that when passed confirm that the Customer has accepted the Service and that the Service is ready for use save for any minor non-conformities that will be resolved as an Incident.

**"Access Line"** means a Circuit connecting the Site(s) to the BT Network.

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

**"BT Partner"** means a service provider selected by BT to provide BT One Voice Global SIP Trunking 3rd Party to Sites in certain countries where BT One Global Voice SIP Trunking is not available.

**"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.

**"Channel"** means a channel that supports one simultaneous call.

**"Charges"** means the pricing for Service as set out on the Order.

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

**"Calling Line Identification"** or **"CLI"** means the feature which provides the phone number of the caller as the call comes in.

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

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

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

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

**"Customer Personal Data"** means any Personal Data Processed as a Processor by BT in the context of providing the Services under this Governing Agreement.

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

**"DDI"** means Direct Dial-in also called direct inward dialling (DID) and is a telecommunication service offered by telephone companies to subscribers who operate a PBX system. The feature provides service for multiple telephone numbers over one or more analog or digital physical circuits to the PBX, and transmits the dialed telephone number to the PBX so that a PBX extension is directly accessible for an outside caller, possibly by-passing an auto-attendant.

**"DIVERSION"** means a standardised field within the SIP call setup messages protocol that is exchanged between the Customer PBX and the Service.



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

**"Enabling Services"** means any other service using this Service as access method.

**"End Point"** means any device, including soft client(s), which is connected to Customer's PBX or equivalent.

**"E911"** means the system used in North America that links emergency callers with the appropriate emergency resources.

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

**"FROM"** means a standardised field within the SIP call setup messages protocol that is exchanged between Customer's PBX and the Service.

**"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.

**"IDD"** means international direct dialling: a way to phone someone directly in another country using an international phone number.

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

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

**"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.

**"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 Telephone"** or **"IP Phone"** means a telephone device that converts speech into digital IP packets. Beyond the basic functionality an IP Telephone can also provide complementary services.

**"IP Telephony"** or **"IPT"** means a telephony service using an Internet Protocol.

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

**"Mobile Device(s)"** means a mobile handset(s) meeting BT's technical specifications.

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

**"Off-Net"** means a call that is routed via the PSTN.

**"On-Net"** means a call that is routed between two Customer Sites.

**"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 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.

**"PAID"** means a standardised field within the SIP call setup messages protocol that is exchanged between Customer's PBX and the Service.

**"PBX"** means Private Branch Exchange.

**"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.

**"PCI SSC"** means Payment Card Industry Security Standards Council.

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

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

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

**"Priority 1"** means a Qualifying Incident which cannot be circumvented and which also constitutes a complete loss of the Service at the Site(s).

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

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

**"SIP"** means Session Initiation Protocol which is a technical standard used to initiate and terminate voice calls "sessions".

**"Qualifying Incident"** means any Incident affecting the Service within the Service Management Boundary, with the exception of Incidents caused by:

- a) modifications or alterations to the Service made by Customer, or by BT in accordance with Customer's instructions;
- b) Planned Maintenance;
- c) network configurations that BT did not approve;
- d) incidents that have been reported but BT cannot confirm that an incident exists after performing tests; or
- e) Customer requests BT to test the Service at a time when no incident has been detected or reported.

**"Regional Internet Registry"** means an organisation that manages the allocation and registration of internet number resources within a particular region of the world. Internet number resources include IP Addresses and autonomous system (AS) numbers.

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

**"Resilient Service"** means the Service or part of the Service, as set out in any applicable Order, where BT provides:

- a) two (2) or more Access Lines, to provide more resiliency; and
- b) maintenance service 24x7x365 in respect of (a) and (b) above.

**"RTP" or "Real-time Transport Protocol"** means an Internet Protocol standard that defines a way for applications to manage the real-time transmission of data.

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

**"Sub-Processor"** means a BT Affiliate or BT's supplier or subcontractor that BT engages to Process Customer Personal Data for the purposes of this Governing Agreement.

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

**"UCAAS"** means unified communication as a service.

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

**"VoIP" or "Voice-over Internet Protocol"** means delivery of voice and multimedia communications over Internet Protocol (IP) networks.

**"VPN"** means a virtual private network that appears private to Users whilst being provided over network infrastructure that is shared with other customers. Unless otherwise agreed in writing, the Customer's communications over their VPN are restricted to those Sites belonging to their VPN.

