



Digital Voice for Business Service Schedule Part A – Service Terms

Section A Service Terms

1. SERVICE SUMMARY

- 1.1** BT's Digital Voice for Business Service is a service whereby BT provides a cloud-based voice over the internet (VoIP) service enabling you to make and receive calls with the flexibility of cloud-based features and services comprising:
- 1.1.1** the standard components of the Service set out in Part B; and
 - 1.1.2** any optional components described in Part B and set out in any applicable Order, up to the point of the Service Management Boundary ("**Service**").
- 1.2** This Part A sets out the specific terms and conditions applicable to the Service, and Part B sets out the service description and the terms relating to how BT manages the Service.
- 1.3** This Schedule will not apply for the provision of any other services provided by BT (including the Enabling Services) as such services will be governed by their separate terms and conditions.

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 give you as much notice as it reasonably can if the Planned Maintenance or implementation of changes under paragraph 2.2 necessitate a restriction of suspension of service.
- 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 you with as much notice as is reasonably practicable. Such changes may include:
- 2.2.1** changing, replacing or removing features of the Service;
 - 2.2.2** replacing the Service with a materially equivalent Service;
 - 2.2.3** changes to reflect developments in, or changes to technology used to provide the Service;
 - 2.2.4** changes required (i) to protect the integrity or security of the BT Network or (ii) comply with Applicable Law.
- 2.3** BT may restrict or 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 you in advance.

3. GENERAL CUSTOMER OBLIGATIONS

- 3.1** You will:
- 3.1.1** ensure that the local area network (LAN) protocols, applications and equipment used by you are compatible with the Service;
 - 3.1.2** Where applicable, install and connect any phone to your network;
 - 3.1.3** comply with any instructions that BT believes are necessary for reasons of health, safety or the quality of any Service provided by BT to you giving as much notice as possible;
 - 3.1.4** be responsible for your Content and that of your Users (including any Content hosted by you or any User on behalf of third parties); and
 - 3.1.5** only use the Service in the United Kingdom.



4. CUSTOMER EQUIPMENT

4.1 You 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 you will ensure that the information is accurate and complete;
- 4.1.2 provide, at your own cost, a secure power supply at the location for the operation and maintenance of the Service, or Purchased Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the Service resulting from a failure in the principal power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards;
- 4.1.3 with the exception of the Software, provide suitable computer hardware software, internal cabling and telecommunications equipment necessary to access and use the Service;
- 4.1.4 for any Customer Equipment used in the Services, be responsible for obtaining (if required) local import and User licenses and the written authority from all respective authorities, particularly for countries where the use and import of encryption Software and devices may be restricted by Applicable Law, or the export and re-export of the encryption Software or devices may be subject to the United States of America export control law, and not act to misuse the Services as provided by BT to contravene or circumvent these laws. BT may treat any contravention of these laws as a material breach and:
 - (a) suspend any applicable Service, and BT may refuse to restore these Services until BT receives an acceptable assurance from you that there will be no further contravention; or
 - (b) terminate any applicable Services upon Notice for material breach;
- 4.1.5 monitor and maintain any Customer Equipment connected to the Service or used in connection with the Service;
- 4.1.6 ensure that any Customer Equipment that is connected to the Service or that you use, directly or indirectly, in relation to the Service is:
 - (a) adequately protected against viruses and other breaches of security;
 - (b) technically compatible with the Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (c) 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; and
 - (d) in conformance with the interface specifications and routing protocols as may be specified by BT;
- 4.1.7 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where the 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 you are contacted by BT about such material,and redress the issues with the Customer Equipment prior to reconnection to the Service.
- 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.
- 4.1.9 if you access the Service via a LAN:
 - (a) provide and maintain a suitable LAN capable of interfacing satisfactorily with the Service;

- (b) configure the LAN and all associated equipment interfacing to the Service; and
- (c) acknowledge and agree that BT is not responsible for providing any support whether technical or otherwise, to your LAN; and

4.1.10 connect equipment to the Service at the defined Service Management Boundary, only by using the agreed Equipment at the Site(s) or the LAN Port of the agreed Equipment.

5. SOFTWARE LICENCE TERMS

5.1 BT will provide the Service if you have entered into the End User License Agreement ("**EULA**") with the Supplier in the form set out at paragraph 6 of Part B, as may be amended or supplemented from time to time by the Supplier.

5.2 You will observe and comply with the EULA for all and any use of the applicable Software.

5.3 If you do not comply with the EULA:

5.3.1 BT may restrict or suspend the entire Service upon notice, in such event:

- (a) you will continue to pay the Charges for the Service until the end of the Minimum Term; and
- (b) BT may charge a re-installation fee to re-start the Service.

5.3.2 You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between you and the Supplier and you will deal with the Supplier with respect to any loss or damage suffered by either you or the Supplier as such loss or damage will not be enforceable against BT.

6. PURCHASED EQUIPMENT

6.1 Delivery and Installation of Purchased Equipment

6.1.1 You will provide BT with the name and contact details of at least one individual who is responsible for receiving the Purchased Equipment at the Delivery Location.

6.1.2 BT will dispatch any Purchased Equipment for delivery to the applicable Site as set out in any applicable Order.

6.2 Transfer of Title and Risk

6.2.1 Where the Purchased Equipment is delivered to a Site:

- (a) Title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you once the Purchased Equipment is paid for in full;
- (b) Where BT delivers or installs the Purchased Equipment, risk will pass to you on delivery of the Purchased Equipment, but you will not be liable for any loss or damage that is caused by BT's negligence; and
- (c) Where BT does not deliver or install the Purchased Equipment, or as otherwise advised by BT, risk will pass to you when you take possession of the Purchased Equipment.

6.3 Acceptance of Purchased Equipment

6.3.1 The Purchased Equipment will be treated as accepted:

- (a) Where BT does not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and
- (b) Where BT installs the Purchased Equipment, the Operational Service Date.

6.4 Warranty

6.4.1 During the period of 12 consecutive months (or 1 month for Headsets, Service Option paragraph 2.3.1 of Part B) following the Operational Service Date (or any other period that BT advised to you in a

Notice), if you report to BT in accordance with paragraph 7 of Part B, that there is an Incident in the Purchased Equipment due to faulty design, manufacture or material, or BT's negligence, BT will, or will arrange for the manufacturer or third party to, replace or (at BT's option) repair the part affected by, or causing, the Incident free of charge, unless:

- (a) The Purchased Equipment has not been properly kept, used or maintained in accordance with the manufacturers or BT's instructions, if any;
- (b) The Purchase Equipment has been modified without BT's written consent;
- (c) The Incident is due to damage, interference with or maintenance of Purchased Equipment by persons other than BT or a third party authorised by BT;
- (d) The Incident is due to faulty design by you where the Purchased Equipment has been customized or integrated into your systems or design; or
- (e) The Incident is due to fair wear and tear.

6.4.2 If requested by BT, you will return the Purchased Equipment affected by an Incident to BT or to the manufacturer or other third party, in accordance with BT's instructions, for repair or replacement in accordance with paragraph 6.4.1; and

6.4.3 BT does not warrant that the Software supplied in accordance with the Service is free from Incidents, but BT will remedy any defects that materially impair performance (where necessary, by arrangement between you and BT) within a reasonable time.

7. PASSWORDS, AUTHORISED USERS AND SECURITY

- 7.1** You are responsible for the proper use of any usernames, personal identification numbers and passwords or similar used in conjunction with the Service, and you will take all necessary precautions to ensure that these are kept confidential, secure and not made available to unauthorised persons.
- 7.2** BT does not guarantee the security of the Service against unauthorised or unlawful access or use.
- 7.3** You will distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service.
- 7.4** You will promptly terminate access to any person who is no longer an authorised User.
- 7.5** You 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.
- 7.6** You will change any or all passwords or other systems administration information used in connection with the Service if BT asks you to do so in order to help safeguard ensure the security or integrity of the Service.
- 7.7** You 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.

8. GEOGRAPHICAL NUMBERS

- 8.1** Where you wish to port any Geographical Number(s) to BT, you will:
 - 8.1.1** provide BT with full and accurate details of the Geographical Number(s) to be ported;
 - 8.1.2** reach any commercial agreement with the suppliers of the services to which the numbers apply, including terminating the services and paying any applicable termination charges; and
 - 8.1.3** sign any letter of authority reasonably required by BT authorising the porting of the Geographical Number(s).
- 8.2** Notwithstanding any credits applicable per Paragraph 18.2 of this Schedule, where you make a first-time request to port a Geographical Number to BT for use with the Service, BT aims to port the Geographical



Number(s) on or before the Port Date. BT will apply a credit equivalent to fourteen (14) days of Recurring Charges for each relevant Digital Voice for Business package (the “**Port-In Credit**”).

8.3 The Port-In Credit will:

- 8.3.1** only apply when the port is completed as part of a first-time request to port a Geographical Number to the Digital Voice for Business Service;
- 8.3.2** be applied automatically to the bill immediately following successful completion of the Geographical Number transfer;
- 8.3.3** is limited to the Recurring Charges for the affected Service and excludes Usage Charges, add-ons, Equipment, and any one-off Charges; and
- 8.3.4** is non-transferable, has no cash value, and will not be applied where the Digital Voice for Business Service is terminated prior to the successful completion of the Geographical Number port.

Section B Compliance and Regulation

9. ACCESS TO EMERGENCY SERVICES

- 9.1** BT will provide the ability for Users to call the emergency services by dialling “999” or “112”, therefore:
 - 9.1.1** You must provide location information to enable BT to maintain a database of calling numbers and geographic locations;
 - 9.1.2** You must inform BT immediately of any changes to those locations; and
- 9.2** BT will not guarantee your ability to use the BT Voice Service to make emergency calls at all times, including where:
 - 9.2.1** there is a failure of mains power, Access Line;
 - 9.2.2** you are accessing the BT Voice Service from a mobile device and are not using the mobile network; or
 - 9.2.3** BT has suspended or interrupted the BT Voice Service for any reason, including Maintenance;
- 9.3** BT recommends that you consider an alternative means to support emergency calls for the reasons outlined in 9.2.
- 9.4** Where you request the location information of a telephone number to be changed, there may be a delay in updates to caller location information held by the emergency services and until the emergency services receive any updated location information, the location information held by the emergency services will be the address before the request to change was made.

10. PCI DSS COMPLIANCE OBLIGATIONS

- 10.1** BT takes no responsibility for your use of the Service for the processing, storage or transmission of any Cardholder Data, Sensitive Authentication Data or any other data that is subject to PCI DSS and you are solely responsible for the compliance of such use with PCI DSS.
- 10.2** You will not use the Call Recording service for the processing, storage or transmission of any Cardholder Data, Sensitive Authentication Data or any other data that is subject to PCI DSS.
- 10.3** You will indemnify BT for any Claims, losses, costs or liabilities that it incurs as a result of you storing, processing or transmitting data that is subject to PCI DSS.

Section C Charges, Minimum Term and Termination**11. CHARGES**

11.1 BT will invoice you for the following Charges in the amounts set out in any applicable Order or the BT Price List:

- 11.1.1** Recurring Charges, except Usage Charges, monthly or quarterly in advance (depending on your billing frequency) and for any period where the Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
- 11.1.2** Usage Charges, monthly or quarterly in arrears (depending on billing frequency), calculated at the then current rates;
- 11.1.3** any Charges for any Purchased Equipment from the Service Start Date, and those Charges that will apply from the date you take delivery or possession of that Purchased Equipment; and
- 11.1.4** any Termination Charges incurred in accordance with paragraph 11.3 upon termination of the relevant Service.

11.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:

- 11.2.1** Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
- 11.2.2** Charges for late payments; and
- 11.2.3** any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

11.3 Cancellation Charges and Charges at the end of the Contract

11.3.1 Cancellation Charges

If you cancel an Order, or part of it, any time before the Service Start Date in accordance with the Contract, you will pay BT the Cancellation Charges as set out in the BT Price List.

11.3.2 Charges at the end of the Contract

If you terminate the Contract or the Service or any applicable Order for convenience in accordance with the Contract, you will pay BT:

- (a) all outstanding Charges or payments due and payable under the Contract;
- (b) any remaining Charges outstanding with regard to Purchased Equipment;
- (c) Non-Return Fee (if applicable); and
- (d) any additional amounts due under the Contract.

12. ANNUAL PRICE INCREASE

12.1 The Recurring Charges for this Service will increase on 1 April each year by the amount communicated to you at the time of purchase of the Service and/or as set out in the BT Price List. The change to the Regular Charges as a result of this annual increase will not constitute a material detriment to you and will not give you the right to terminate the Contract without paying Termination Charges.

13. CHANGES TO THE CONTRACT

13.1 Subject to the remainder of this paragraph 13, BT may amend the Contract (including the Charges) at any time by either:

- 13.1.1** publishing the amendment online at <https://business.bt.com/business/terms/> (or any other online address that BT advises you of); or

13.1.2 by giving reasonable prior Notice to you.

13.2 If BT amends:

13.2.1 the General Terms, this Schedule, or the Order; and/or

13.2.2 the Recurring Charges (excluding any applicable Charges for Add-Ons) other than as a result of the changes in accordance with paragraph 12,

and the amendment is not exclusively for your benefit; BT will Notify you at least 30 days before the change is to take effect and paragraph 13.6 will apply.

13.3 If BT amends any Charges (other than Recurring Charges, Charges for Add-Ons, or one-off Charges), and the amendment is of material detriment to you, BT will Notify you at least 30 days before the change is to take effect and paragraph 13.6 will apply.

13.4 Where one or more of BT's international partners increases the cost of calls and texts from the UK to other countries, BT will increase the Charges for the relevant service by the same amount. BT will Notify active users of the particular services that are changing and paragraph 13.6 will apply to you only if the increase is of material detriment to you. BT will not increase the Charges for these services in this way more than once in any month.

13.5 If BT makes an amendment to an Add-On (including any applicable Charges for Add-Ons) which is not exclusively for your benefit, BT will Notify you at least 30 days before the change is to take effect and you may terminate the Add-On that is changing (only) by giving BT Notice within 30 days of the date of BT's Notice of the change.

13.6 Where BT makes an amendment under paragraph 13 to which this paragraph 13.6 is stated to apply, you may terminate the Contract for the Service without paying any Termination Charges provided that:

13.6.1 you give Notice to BT within 30 days after the date of BT's Notice; and

13.6.2 you pay all Charges for the Service that are performed during the 30-day notice period.

13.7 Paragraphs 13.2 to 13.6 (inclusive) do not apply to Bespoke Contracts. If you have a Bespoke Contract and BT makes an amendment to the Contract (including to the Charges) that causes you material detriment, BT will Notify you at least 30 days before the change is to take effect and paragraph 13.6 will apply.

13.8 Nothing in this paragraph 13 will affect BT's right to make amendments to the Contract (including the Charges) to comply with Applicable Laws, or to implement administrative changes that have no negative impact on the performance of the Service. Paragraphs 13.6 and 13.7 will not apply to such amendments.

13.9 Resale

13.9.1 The Service and Software are provided solely for your use, and you will not resell or attempt to resell the Service (or any part or facility of it) to anyone else.

13.10 Upgrades

13.10.1 You may upgrade to a Call Sharer Plan with a higher number of minutes per calendar month at any time during the Minimum Term. You may add additional business packages, additional handsets at any time, or any of the service options as set out in Part B.

13.11 Dispute Resolution

13.11.1 You will try to resolve any complaint or dispute that they may have with BT in accordance with the procedure set out in General Terms. If the matter is not resolved through that procedure, you may refer it to adjudication, where appropriate, in accordance with the details set out in BT's Customer Complaints Code set out at <http://www.bt.com/complaintscode>, copies of which are available on request.



14. MINIMUM TERM AND TERMINATION

14.1 The Order sets out any Minimum Term applicable to the Service, as well as any associated volume commitments, invoicing terms that are specific to the Service.

14.2 Following the expiration of the Minimum Term, the Service shall continue unless and until terminated in accordance with the terms of the Contract.

14.3 Termination for Convenience

Either of us may, at any time after the Operational Service Date and without cause, terminate the Service by giving 30 days' Notice to the other.

14.4 Termination Charges

14.4.1 The following Termination Charges apply where, during the Minimum Term, the Service(s) or Contract is terminated by you under paragraph 14.3, or by BT in accordance with the Contract for your breach:

(a) Termination Charges equal to 65% of the Recurring Charges for the remaining months of the Minimum Term.

14.4.2 You will not have to pay the Termination Charges if you have given BT Notice to terminate the Contract for convenience during the Minimum Term because you have the right to terminate a Linked Contract as a result of a change that we have made to the Linked Contract in accordance with the terms of that contract. This paragraph 14.4.2 does not apply to Bespoke Contracts.

15. END OF SERVICE

15.1 On termination of the Service, you will:

15.1.1 retrieve all of your data from the Service;

15.1.2 return to BT the software or intellectual property provided by BT and all copies of such; and

15.1.3 be liable for any reasonable costs of recovery that BT incurs in recovering BT Equipment.

15.2 On termination of the Service BT will:

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

15.2.2 where permitted under applicable mandatory law, delete any Content, including stored logs or any configuration data relating to BT's management of the Service; and

Section D Service Levels and Service Credits

16. INTRODUCTION

16.1 BT will use its reasonable endeavours to achieve the service levels ("**Service Levels**") applicable to the Service.

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

17. SERVICE CARE LEVEL

17.1 From the Operational Service Date, BT will provide the Service with the Service Care Level selected by you as set out in the Order and in accordance with the table below:

Service Care Level	Description
Standard Care	BT will aim to repair a Qualifying Incident by midnight on the second weekday after the day you report the Incident to BT unless a specific appointment date is agreed. BT will treat a Qualifying Incident as 'reported' after 2100 on a weekday, anytime at



Service Care Level	Description
	weekends or on bank/public holidays, as if you reported the Qualifying Incident at 0800 on the next weekday after the day you actually reported the Qualifying Incident to BT.

18. PORT DATE SERVICE LEVEL

18.1 From the Operational Service Date, where you request that BT port any Geographical Number(s) to BT in accordance with paragraph 1.1.1(b) of Part B, BT aims to port the Geographical Number(s) on or before the Port Date ("**Port Date Service Levels**").

18.2 Port Date Service Credits:

18.2.1 If BT fails to port a Geographical Number by the Port Date, you may claim Port Date Service Credits for each Business Day after the Port Date until the date that Geographical Number is ported at a daily rate equal to the monthly Recurring Charge for the User Feature Pack (excluding VAT) divided by 30 and multiplied by 1.5.

18.2.2 You may request Port Date Service Credits within 90 days of BT confirming that the delayed Geographical Number porting has been completed by phoning 08003890537 or as otherwise advised by BT. Any failure by the Customer to submit a request in accordance with this paragraph will constitute a waiver of any claim.

18.2.3 Upon receipt of a valid request for Port Date Service Credits in accordance with paragraph 18.2:

- (a) BT will apply the Port Date Service Credits by deducting the Port Date Service Credit from your invoice within two billing cycles of the request being received; or
- (b) If no further invoices are due to be issues by BT following termination of the Contract, BT will pay you the Port Date Service Credit in a reasonable period of time.

18.3 The Port Date Service Levels and Port Date Service Credits will be calculated in accordance with information recorded by, or on behalf of BT.

18.4 The Port Date Service Level and Port Date Service Credits under this Schedule will not apply:

18.4.1 in the event Clause 23 of the General Terms applies;

18.4.2 where BT has agreed to Geographical Number porting outside of Business Hours; or

18.4.3 If in BT's reasonable opinion:

- (a) Someone other than BT (including previous service providers) causes a delay or prevents BT from porting the number;
- (b) The network connection is not ready for use;
- (c) BT reasonably asks for other help, and you do not provide it;
- (d) BT is unable to contact you; or
- (e) The number has been ported by the Port Date, but the Operational Service Date has been delayed for other reasons.

18.5 Any failure by BT to meet the Service Levels is not in itself a material breach of the Contract.

Section E Data Protection

The Digital Voice for Business Data Processing Annex applies to this Service as set out at <https://business.bt.com/terms-and-conditions/gdpr> or attached to this Service Schedule and supplements the data provisions in the Contract.

Section F 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:

“Access Line” means a circuit connecting the Site(s) to the BT Network.

“Applicable Laws” means the laws as set out in the General Terms as may be amended from time to time.

“Bespoke Contract” means a Contract which you had the opportunity to influence the commercial structure of, before entering into it with BT.

“BT Network” means the communications network owned or leased by BT and used to provide the Service.

“Business Calling Features” means the set of features that are provided as part of the Service, either Essential, Enhanced or Extra.

“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 fees and charges that are payable in relation to the Service, as set out in the Contract, or calculated in accordance with the terms set out in this Schedule.

“CMDB” means Configuration Management Database. This is a repository that acts as a data warehouse for information technology (IT) organisations. Its contents are intended to hold a collection of IT assets that are commonly referred to as configuration items (CI), as well as descriptive relationships between such assets.

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

“Contract” means the agreement between the Customer and BT that is made up of the General Terms, the Schedule, any Annexes, the Order, and if applicable to the Service, the BT Price List.

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

“Customer Equipment” means any equipment including Purchased Equipment and any software, other than BT Equipment, used by the Customer in connection with the Service.

“Customer Personal Data” means any Personal Data Processed as a Processor by BT in the context of providing the Services under this Contract.

“Customer Portal” also known as **“My Account Portal”** means the Service secure shared web portal which enables the Customer to view service information, manage and administer the Service.

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

“Device” means any mobile handset, laptop, tablet or other item of handheld equipment, including all peripherals, excluding SIM Cards and applications, which are in scope of the Service, as set out in the Order.

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

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

“Firewall” means a hardware Device together with any associated Software, designed to prevent unauthorised access to the Customer LAN.

“General Terms” means the general terms specified in your Order.

“Geographical Number” means public telephone numbers in the UK (excluding the Channel Islands) in the number space governed by Ofcom and attributed to communication providers for the purpose of enabling public telephony, at a fixed location and which for the Service means a telephone number starting with 01 and 02.

“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).



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

"Linked Contract" means another contract with BT that is linked to this Contract in a way defined as a bundle in Ofcom's General Conditions of Entitlement effective from 17th June 2022.

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

"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 General Terms.

"Order" means any order or part of an Order you give to BT that is accepted by BT for the Service.

"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.

"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.

"Port Date Service Credit" means the Service Credit available for a failure to meet the Port Date Service Level as set out in paragraph 18.2.

"Port Date" means the date that BT provides to you on which existing Geographical Numbers will be ported, and the BT Service made available to you on that number.

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

"Remote Expert Setup" means the Service Option as set out in paragraph 2.5 of Part B of this Schedule.

"Regular Charges" means the Charges for the Service or applicable part of the Service that are invoiced repeatedly in every payment period (e.g. monthly), as set out in the Contract.

"Schedule" means this Digital Voice for Business Service Schedule;

"Service Care Levels" means the times to respond to an Incident that BT will endeavour to achieve in response to a fault report and that are based on the Access Line.

"Service Desk" means the helpdesk that you are able to contact to report Incidents about the Service.

"SIP ALG" stands for Application Layer Gateway, which is a common function in commercial routers to prevent some of the problems caused by router Firewalls. SIP ALG may cause call quality issues.

"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 Contract.

"Supplier" means the third party supplier of software, products or services related to or supporting the Service.

"Termination Charges" means any charges payable by the Customer to BT on termination of the Service or the contract in whole or in part during the Minimum Term.

"Unlimited Call Sharer Plan" has the meaning set out in paragraph 1.1.1 (c) of Part B.

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

"Webex Softphone Licence" has the meaning set out in paragraph 1.1.1 (d) of Part B.

"You" means the Customer.

Digital Voice for Business Service Schedule Part B – Service Description

Section A The Service

1. STANDARD COMPONENTS OF THE SERVICE

BT will provide you with the following Services in accordance with the details as set out in the Order:

1.1 Digital Voice for Business packages

1.1.1 BT will provide you with one or more of the following Digital Voice for Business packages – Essential, Enhanced or Extra for every User, based on the offer chosen. All packages consist of the following:

- (a) Customer Portal
 - (i) BT will provide you with a right to access and use a secure shared web portal to view information, manage and administer the Service.
- (b) Geographical Number
 - (i) BT will allocate new Geographical Number(s) with the option to port existing Geographical Number(s) to you as detailed in the Order. You will not own any telephone number related to the Service. Your rights to use the telephone numbers will cease on termination of this Service.
- (c) Unlimited Call Sharer Plan
 - (i) BT will allocate a Call Sharer Plan as detailed in the Order. This will determine all relevant Charges for calls made from the Service as detailed in the BT Price List.
- (d) Webex Softphone Licence
 - (i) an application that enables you to make and receive calls via the Webex app on any compatible device.

1.2 Business Calling Features as set out on the Customer Portal:

- 1.2.1 Essential - the features for this package are available to customers who have chosen the Essential Business package.
- 1.2.2 Enhanced – the features for this package are available to customers who have chosen the Enhanced Business package.
- 1.2.3 Extra – the features for this package and the features at 1.2.1-1.2.2 are available to customers who have chosen the Extra Business package.

2. SERVICE OPTIONS

BT will provide you with any of the following options as set out in any applicable Order and in accordance with the details as set out in that Order. Any of the Service Options listed below can be added to the Service throughout the term of the Contract as set out in paragraph 13.8 of Part A:

2.1 User Add-on Licences: optional licences offering additional features for the Service, which you can provide to Users as detailed in the BT Price List.

2.2 Webex Licence:

- 2.2.1 For Enhanced Business packages – you can choose:
- (a) Basic; or
 - (b) Standard.

2.2.2 For Extra Business packages – you can choose:

- (a) Standard.

2.3 Equipment subject to provisions set out at paragraph 6 of Part A, the Service Terms:

2.3.1 Headsets –subject to a 1-month warranty as set out in paragraph 6.4.1 of Part A, the Service Terms

- (a) IP Phones (Wi-Fi Enabled Devices)
- (b) ATA (Analogue Team Adapter) - a device used to connect an analogue telephone or similar equipment to a computer or network to enable communications over the internet.

2.4 Additional Geographical Numbers. Each Digital Voice for Business package includes one Geographical Number per end User. Additional Geographical Numbers can be ordered for an additional Charge as set out in the BT Price List.

2.5 Remote Expert Setup. As part of your Order you are required to choose an available appointment time for the Remote Expert Setup call which must be on the Operational Service Date. You will have a 7-day window from the date of the Remote Expert Setup call to access guided support and request any changes to your Service if necessary. After the 7-day window, support will revert to standard self-serve care and you must access help via the service management provisions at paragraph 7 of Part B of this Schedule. If you are unable to have your Remote Expert Setup call on the Operational Service Date you can reschedule up to 30 days after the original call date. This change will not impact your Operational Service Date.

3. SERVICE MANAGEMENT BOUNDARY

3.1 BT's responsibility to provide and manage the Service is physically and logically limited to the following **"Service Management Boundary"**:

You are responsible for the cable connecting to the Customer Equipment owned by you. BT is not responsible for wireless capability of the Wi-Fi and Guest Wi-Fi service, including connectivity, range, signal strength and bandwidth throughput, where the BT Equipment supports Wireless Access. Wireless connectivity will not be connected or tested.

3.2 BT will have no responsibility for the Service outside the Service Management Boundary.

3.3 BT does not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software. BT will have no responsibility to support or maintain any equipment from other suppliers.

3.4 BT does not guarantee the Service will be provided without errors or uninterrupted or that BT will correct all errors.

4. ENABLING SERVICES

4.1 You will have the following services in place that are necessary for the Service to function:

4.1.1 For a supply over BT Access Lines, a BT Business Broadband router (the minimum requirement for BT Business Hub 5);

4.1.2 For a supply over BTnet, a BT net router;

4.1.3 For a supply over non-BT access services, you will ensure that the access service, routers and set up is compatible by:

- (a) Ensuring SIP ALG is not enabled on the routers or Firewalls; and
- (b) Ensuring the access service, routers and set up are compatible with the Service by complying with the Firewall and LAN instructions provided by BT;
- (c) Ensuring Voice QoS is enabled, where available. If this is not available, this may impact the voice quality;
- (d) having in place sufficient LAN infrastructure with a minimum of CAT5e structured cable;



- (e) having in place IP Phones or compatible Devices; and
 - (f) for Wi-Fi Enabled Devices only, having in place a sufficient wi-fi connection which can be provided by BT or other third-party
- (each an “**Enabling Service**”).

5. COMMISSIONING OF THE SERVICE

5.1 Before the Operational Service Date, BT will:

- 5.1.1 document the Order and the required customer activities; and
- 5.1.2 confirm to you the Service Start Date.

Section B Supplier Terms

6. EULA

The applicable EULA will be: <https://www.cisco.com/site/us/en/about/legal/contract-experience/index.html#tabs-7edb32179e-item-d43da2dc1e-tab>

Section C Service Management

7. SERVICE MANAGEMENT

- 7.1 BT will provide you with access to a portal where you will be able to contact BT to raise incidents if your service isn't working or for any other queries you have with your service.
- 7.2 BT will also provide you with a telephone number so you can contact the service desk if the portal is unavailable.
- 7.3 BT will provide you with an incident ticket number when you raise incidents. We will investigate, progress and resolve them in line with the care package referred to in your order and the timescales set out in Part A.
- 7.4 BT will keep you informed of progress at regular intervals while we are working on your incidents and we will contact you to check resolution when we believe service is restored.