



Smartnumbers

Schedule to the General Terms

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A note on 'you'

'You' and 'your' mean the Customer.

Words defined in the General Terms

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms.

Part A – The Smartnumbers Service

1 Service Summary

BT will provide you with a virtual communication service providing telephony, messaging, voice continuity, call recording and any related services that BT agrees to provide to you under the Contract, comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 4 ("**Smartnumbers Service**").

2 Standard Service Components

BT will provide you with all the following standard service components ("**Standard Service Components**") in accordance with the details as set out in any applicable Order:

- 2.1 software as a service capability;
- 2.2 highly resilient services for both call handling and storage; and
- 2.3 the Support Desk.

3 Service Options

BT will provide you with any of the following options as set out in any applicable Order ("**Service Options**") and in accordance with the details as set out in that Order.

- 3.1 **Smartnumbers Core:** BT will provide you with a secure online portal upon which other Service Options are built ("**Smartnumbers Core**"). You need to have Smartnumbers Core as part of your Smartnumbers Service in order to use the following Service Options:
 - 3.1.1 **Smartnumbers Control:** BT will:
 - (a) control your inbound calls for business continuity or during voice infrastructure transformation;
 - (b) maintain critical telephone services and minimise disruption when changing where or how your Users are working; and
 - (c) identify and block nuisance calls before you or your User answer the call; ("**Smartnumbers Control**").
 - 3.1.2 **Smartnumbers Protect:** BT will:
 - (a) protect contact centres from fraud;
 - (b) identify suspicious calls before you or your Users answer the call; and
 - (c) authenticate allowable calls before your Users answer the call; ("**Smartnumbers Protect**").
 - 3.1.3 **Smartnumbers Mobile:** BT will:
 - (a) manage business calls on your mobile; and
 - (b) simplify BYOD and remove the complexity of recording mobile calls and texts; ("**Smartnumbers Mobile**").
- 3.2 Additional Service Options available under Smartnumbers Service may be set out in any applicable Order.
- 3.3 Service Options may not be available in all countries.

4 Service Management Boundary

- 4.1 BT will provide and manage the Smartnumbers Service in accordance with Parts B of this Schedule and as set out in any applicable Order up to the demarcation points set out in the remainder of this Paragraph 4 ("**Service Management Boundary**").
- 4.2 BT will have no responsibility for the Smartnumbers Service outside the Service Management Boundary.



- 4.3 BT does not make any representations, whether express or implied, about whether the Smartnumbers Service will operate in combination with any Customer Equipment or other equipment and software.
- 4.4 BT is not responsible in any way for any telecommunications service (or any part of such service) provided by other telecommunications service providers or for your use of any telecommunications networks other than the BT Network.
- 4.5 BT will not provide you with a handset as part of the Service.
- 4.6 BT does not guarantee the security of the Service against unauthorised or unlawful access or use.
- 4.7 Where BT provides analysis of an inbound call this is limited only to an indication of activity based on the profile of the caller. Any further action to prevent a potential fraud will have to be taken by you.

5 Associated Services and Third Parties

- 5.1 You will have any of the following services in place that will connect to the Smartnumbers Service and are necessary for the Smartnumbers Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
 - 5.1.1 ISDN 30; or
 - 5.1.2 SIP Trunk;(each an "**Enabling Service**").
- 5.2 If BT provides you with any services other than the Smartnumbers Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.
- 5.3 BT will not be liable for failure to or delay in supplying the Smartnumbers Service to a Site if a licenced operator delays or refuses the supply of an Enabling Service to that Site and no alternative service is available at reasonable cost.

6 Specific Terms

6.1 Changes to the Contract

- 6.1.1 BT may amend the Contract (including the Charges) at any time by either:
 - (a) publishing the amendment online at www.bt.com/pricing or www.bt.com/terms (or any other online address that BT advises you of); or
 - (b) by giving Notice to you.
- 6.1.2 In the event that the amendments cause you material detriment, BT will give you Notice at least 30 days before the change is to take effect and, in the case of any other amendments, at least one day before the change is to take effect.
- 6.1.3 If BT makes any amendment to the Contract that causes you material detriment, you will not have to pay any Termination Charges if you give Notice to terminate the affected Service in accordance with Clause 17 of the General Terms within:
 - (a) 90 days after the date of notification if BT has only published the amendment online in accordance with Paragraph 6.1.1(a); or
 - (b) 30 days after the date of the Notice if BT has given you Notice in accordance with Paragraph 6.1.1(b).

6.2 Minimum Period of Service

- 6.2.1 Unless one of us gives Notice to the other of an intention to terminate the Service at least 30 days before the end of the Minimum Period of Service or a Renewal Period ("**Notice of Non-Renewal**"), at the end of the Minimum Period of Service or any subsequent Renewal Period, the Service will automatically extend for the Renewal Period, and both of us will continue to perform each of our obligations in accordance with the Contract.
- 6.2.2 If one of us gives a Notice of Non-Renewal, BT will cease delivering the Service on the last day of the Minimum Period of Service or subsequent Renewal Period.
- 6.2.3 If you have agreed to a Minimum Period of Service of more than 12 months then BT may have applied a discount to the Charges. Any discount will only apply to the Minimum Period of Service and BT may remove the discount in any Renewal Period by giving you at least 90 days' Notice. If BT notifies you of the removal of a discount then you will not have to pay any Termination Charges if you give Notice to terminate this Contract in accordance with Clause 17 of the General Terms and within 30 days after the date of BT's Notice.

6.3 Termination for Convenience



For the purposes of Clause 17 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate the Smartnumbers Service or any applicable Order by giving 90 days' Notice to the other.

6.4 Customer Committed Date

- 6.4.1 If you request a change to the Smartnumbers Service or any part of the Smartnumbers Service, including any Purchased Equipment or any IP Address location, then BT may revise the Customer Committed Date to accommodate that change.
- 6.4.2 BT may expedite delivery of the Smartnumbers Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

6.5 IP Addresses, Domain Names and Telephone Numbers

- 6.5.1 All IP Addresses and Domain Names made available with the Smartnumbers Service will at all times remain BT's property or the property of BT's suppliers and are non-transferable.
- 6.5.2 All of your rights to use IP Addresses or Domain Names will cease on termination or expiration of the Smartnumbers Service.
- 6.5.3 You will not own any telephone number related to the Smartnumbers Service and, apart from your right to number portability where you change communications provider, all your rights to use telephone numbers will cease on termination or expiration of the Smartnumbers Service.
- 6.5.4 You acknowledge and agree that where the Smartnumbers Service provides access to the Internet, the use of the Internet is at your own risk.

6.6 Invoicing

- 6.6.1 BT will invoice you for the following Charges in the amounts set out in any applicable Order:
 - (a) Installation Charges, on the Service Start Date as stated in the Welcome Pack, or where the installation period is estimated to be longer than one month, monthly in arrears starting from when you place an Order until the Service Start Date;
 - (b) Recurring Charges, except Usage Charges, quarterly in advance on the first day of the relevant month and for any period where the Smartnumbers Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
 - (c) Usage Charges, monthly in arrears on the first day of the relevant month, calculated at the then current rates;
 - (d) Charges that may be incurred in the design and implementation of the Smartnumbers Service;
 - (e) De-installation Charges within 60 days of de-installation of the Smartnumbers Service; and
 - (f) any Termination Charges incurred in accordance with Paragraph 6.7 upon termination of the relevant Service.
- 6.6.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:
 - (a) 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;
 - (b) Charges for commissioning the Smartnumbers Service in accordance with Paragraph 6.7 outside of Business Hours;
 - (c) Charges for expediting provision of the Smartnumbers Service at your request after BT has informed you of the Customer Committed Date; and
 - (d) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.
- ~~6.6.3~~ BT may also charge you if you exceed your quarterly agreed Channel capacity, set out in any applicable Order. The charge will be an amount equal to your quarterly Channel Charge for each Channel in the month with the highest Channel overuse in the given quarterly period. BT Will give you one month initial Notice that you have exceeded your agreed Channel capacity.

6.7 Termination Charges

- 6.7.1 If you terminate the Contract, the Smartnumbers Service or any applicable Order for convenience in accordance with Clause 17 of the General Terms you will pay BT:
 - (a) all outstanding Charges or payments due and payable under the Contract;
 - (b) De-installation Charges;
 - (c) any other Charges as set out in any applicable Order or the BT Price List; and
 - (d) any charges reasonably incurred by BT from a supplier as a result of the termination.
- 6.7.2 In addition to the Charges set out in Paragraph 6.7.1 above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT:
 - (a) for any parts of the Smartnumbers Service that were terminated during the first 12 months of the Minimum Period of Service, Termination Charges, as compensation, equal to:



- (i) 100 per cent of the Recurring Charge for any remaining months of the first 12 months of the Minimum Period of Service;
 - (ii) 50 per cent of the Recurring Charges for the remaining months, other than the first 12 months of the Minimum Period of Service; and
 - (iii) any waived Installation Charges;
 - (b) for any parts of the Smartnumbers Service that were terminated after the first 12 months of the Minimum Period of Service or during a Renewal Period, Termination Charges, as compensation, equal to 50 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or the Renewal Period.
- 6.7.3 BT will refund to you any money you have paid in advance after deducting any Charges or other payments due to BT under the Contract.
- 6.8 **Payment Card Industry Data Security Standard ("PCI DSS") Compliance Obligations**
 - 6.8.1 Other than as set out in Paragraph 6.8.2, BT will ensure the security of cardholder data that BT stores, processes or transmits on behalf of you in the provision of the Smartnumbers Service in accordance with PCI DSS.
 - 6.8.2 BT will ensure the security of sensitive authentication data that BT processes or transmits on behalf of you in the provision of the Smartnumbers Service in accordance with PCI DSS.
 - 6.8.3 BT will not be responsible for the compliance of any other element or service outside of the Smartnumbers Service Management Boundary with PCI DSS.
- 6.9 **Service Amendment**
 - 6.9.1 You may request, by giving BT Notice, a change to:
 - (a) an Order for the Smartnumbers Service (or part of an Order) at any time before the applicable Service Start Date; or
 - (b) the Smartnumbers Service at any time after the Service Start Date.
 - 6.9.2 If you request a change in accordance with Paragraph 6.9.1, except where a change results from BT's failure to comply with its obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate, including:
 - (a) the likely time required to deliver the changed Smartnumbers Service; and
 - (b) any changes to the Charges due to the changed Smartnumbers Service.
 - 6.9.3 BT has no obligation to proceed with any change that you request in accordance with Paragraph 6.9.1, unless and until the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change are agreed between both of us in writing.
- 6.10 **Service Transition**
 - 6.10.1 If BT receives a Notice from you that you are transitioning any or all of your existing numbers from the Smartnumbers Service to another BT service or to another communication provider's services, BT will treat that Notice as Notice to terminate your Smartnumbers Service in accordance with Paragraph 6.3.
 - 6.10.2 Where Paragraph 6.10.1 applies, you will pay BT any applicable Termination Charges set out in Paragraph 6.7.



Part B – Service Delivery and Management

7 BT's Obligations

7.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Smartnumbers Service, BT will:

- 7.1.1 provide you with contact details for the Support Desk; and
- 7.1.2 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that you have notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract.

7.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 7.2.1 configure the Smartnumbers Service;
- 7.2.2 conduct a series of standard tests on the Smartnumbers Service to ensure that it is configured correctly; and
- 7.2.3 on the date that BT has completed the activities in this Paragraph 7.2, confirm to you with a Welcome Pack that the Smartnumbers Service is available.

7.3 During Operation

On and from the Service Start Date, BT:

- 7.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if BT detects or if you report an Incident on the BT Network;
- 7.3.2 may carry out Maintenance from time to time and will use reasonable endeavours to inform you at least five Business Days before any Planned Maintenance on the BT Network, BT Equipment or Purchased Equipment, however, BT may inform you with less notice than normal where Maintenance is required in an emergency; and
- 7.3.3 may, in the event of a security breach affecting the Smartnumbers Service, require you to change any or all of your passwords.

7.4 The End of the Service

On termination of the Smartnumbers Service by either of us, BT:

- 7.4.1 will provide configuration information relating to the Service provided at the Sites in a format that BT reasonably specifies;
- 7.4.2 may delete any Content; and
- 7.4.3 will work with you to create an exit plan (move away from the Smartnumbers Service) in a format that BT reasonably specifies.

8 Your Obligations

8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Smartnumbers Service, you will:

- 8.1.1 provide BT with the names and contact details of the Customer Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 8.1.2 provide BT with any information reasonably required without undue delay;
- 8.1.3 if necessary provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Smartnumbers Service;
- 8.1.4 complete any preparation activities that BT may request to enable you to receive the Smartnumbers Service promptly and in accordance with any reasonable timescales, including the porting of telephony numbers to the Smartnumbers Service, where necessary and where applicable;
- 8.1.5 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s); and
- 8.1.6 ensure that the LAN protocols and applications you use are compatible with the Smartnumbers Service.

8.2 During Operation

On and from the Service Start Date, you will:



- 8.2.1 ensure that the Customer Contact will take Incident reports from Users and pass these to the Support Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;
 - 8.2.2 co-operate with BT in diagnosing faults by carrying out any requested diagnostic tests or diagnostic tests included in the instructions from BT;
 - 8.2.3 monitor and maintain any Customer Equipment connected to the Smartnumbers Service or used in connection with a Smartnumbers Service;
 - 8.2.4 ensure that any Customer Equipment that is connected to the Smartnumbers Service or that you use, directly or indirectly, in relation to the Smartnumbers Service is:
 - (a) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the Smartnumbers Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (d) 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;
 - 8.2.5 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
 - 8.2.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Smartnumbers Service;
 - 8.2.7 maintain a written list of current Users and provide a copy of such list to BT within five Business Days following BT's written request at any time;
 - 8.2.8 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Smartnumbers Service and:
 - (a) immediately terminate access for any person who is no longer a User;
 - (b) inform BT immediately 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;
 - (c) take all reasonable steps to prevent unauthorised access to the Smartnumbers Service;
 - (d) satisfy BT's security checks if a password is lost or forgotten; and
 - (e) change any or all passwords or other systems administration information used in connection with the Smartnumbers Service if BT requests you to do so in order to ensure the security or integrity of the Smartnumbers Service.
 - 8.2.9 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order; and
 - 8.2.10 not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case you will ensure the prior User will no longer have any right to access or use the Smartnumbers Service.
- 8.3 **The End of the Service**
- On termination of the Smartnumbers Service by either of us, where BT equipment has been provided, you will:
- 8.3.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s);
 - 8.3.2 disconnect any Customer Equipment from BT Equipment located at the Site(s);
 - 8.3.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
 - 8.3.4 arrange for any BT Equipment located at the Site(s) to be returned to BT; and
 - 8.3.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

9 Notification of Incidents

Where you become aware of an Incident:

- 9.1 the Customer Contact will report it to the Support Desk;
- 9.2 BT will give you a Ticket;
- 9.3 BT will respond within four 4 hours of receipt of an Incident;
- 9.4 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
 - 9.4.1 you confirm that the Incident is cleared within 24 hours after having been informed; or



- 9.4.2 BT has attempted unsuccessfully to contact you, in the way agreed between both of us in relation to the Incident, and you have not responded within 24 hours following BT's attempt to contact you.
- 9.5 If you confirm that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.
- 9.6 Where BT becomes aware of an Incident, Paragraphs 9.2, 9.4 and 9.5 will apply.



Part C – Service Levels

10 Service Levels

There are no Service Levels for this Smartnumbers Service.



Part D – Defined Terms

11 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading this Schedule.

“**AES 256**” means advance encryption standard protocol used with the Smartnumbers Service.

“**Availability**” means the period of time when the Smartnumbers Service is functioning.

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

“**BT Price List**” means the document containing a list of BT’s charges and terms that may be accessed at: www.bt.com/pricing (or any other online address that BT may advise you).

“**Business Hours**” means between the hours of 0800 and 1700 in a Business Day.

“**Channel**” means the individual communications path that carries speech.

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

“**CRM**” or “**Customers Relationship Management System**” means a software application that manages customer data and customer interactions.

“**Customer Committed Date**” means the date provided by BT on which delivery of the Smartnumbers Service (or each part of the Smartnumbers Service, including to each Site) is due to start.

“**Customer Contact**” means any individuals authorised to act on your behalf for Smartnumbers Service /management matters.

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

“**DDI**” means Direct Dialling In to numbers that are the deliver-to-telephone numbers used by the Smartnumbers Service.

“**De-installation Charges**” means the charges payable by you on de-installation of the Smartnumbers Service that are equal to the then current rates for Installation Charges on the date of de-installation.

“**Dial Plan**” means the configured translation table used to onward forward calls to the destination number.

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

“**Enabling Service**” has the meaning given in Paragraph 5.1.

“**General Terms**” means the general terms that this Schedule is attached to, or where not attached to this Schedule, can be found at <https://business.bt.com/terms/>, and form part of the Contract.

“**Incident**” means an unplanned interruption to, or a reduction in the quality of, the Smartnumbers Service or particular element of the Smartnumbers Service.

“**Installation Charges**” means those Charges set out in any applicable Order in relation to installation of the Smartnumbers Service or any Purchased Equipment, Customer Equipment or BT Equipment as applicable.

“**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**” means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

“**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.

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

“**Minimum Period of Service**” means a period of 12 consecutive months beginning on the Service Start Date, unless set out otherwise in any applicable Order.

“**Notice of Non-Renewal**” has the meaning given in Paragraph 6.2.1.

“**Planned Maintenance**” means any Maintenance BT has planned to do in advance.

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

“**Public Key Infrastructure**” means a set of roles, policies, and procedures needed to create, manage, distribute, use, store and revoke digital certificates used in the security of the Smartnumbers Service.

“**Recurring Charges**” means the Charges for the Smartnumbers Service or applicable part of the Smartnumbers Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.



“Renewal Period” means for each Smartnumbers Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

“Support Desk” means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the Smartnumbers Service.

“Service Management Boundary” has the meaning given in Paragraph 4.1.

“Service Options” has the meaning given in Paragraph 3.

“Site” means a location at which the Smartnumbers Service is provided.

“SIP Trunk” means a logical connection created for the purposes of carrying voice and other media as IP traffic.

“Smartnumbers Control” has the meaning given in Paragraph 3.1.1.

“Smartnumbers Core” has the meaning given in Paragraph 3.1.

“Smartnumbers Mobile” has the meaning given in Paragraph 3.1.3.

“Smartnumbers Protect” has the meaning given in Paragraph 3.1.2.

“Standard Service Components” has the meaning given in Paragraph 2.

“Ticket” means the unique reference number provided by BT for an Incident and that may also be known as a **“fault reference number”**.

“Usage Charges” means the Charges for the Smartnumbers Service or applicable part of the Smartnumbers Service that are calculated by multiplying the volume of units that you used or incurred in a period (e.g. number of agents using the Smartnumbers Service, or the number of minutes the Smartnumbers Service was used for) with the relevant fee as set out in any applicable Order.

“Welcome Pack” means the Smartnumbers Service instructions and passwords sent to you once the Smartnumbers Service has been provided.