Mobile Voice Recording
Annex to the EE Mobile Schedule

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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 these Solution Terms have the meanings given to them in the General Terms, EE Mobile Schedule, Orders and EE Price Guide.

Part A – The Mobile Voice Recording Service

1 Statement of Requirements

This Solution requires a Statement of Requirements.

2 Mobile Voice Recording ("MVR Solution")

2.1 BT will provide you with:

2.1.1 the ability to make Recordings for internal business operations;

2.1.2 storage of MVR Data on the Cloud Storage Platform for the Retention Period;

2.1.3 access to the Web Portal that will allow you to access, search, retrieve, listen to and download Recordings;

2.1.4 access to the MVR Helpdesk;

2.1.5 web based training for the Web Portal User; and

2.1.6 alternative storage for the Recordings and subject to BT confirming to you that BT is able to provide you with the requested option, BT will provide you with the ability to store the Recordings at an alternative location other than the Cloud Storage Platform at an additional Charge.

2.2 **Solution Requirements:**

2.2.1 You will order an MVR User Licence per Connection to make Recordings.

2.2.2 Voice Service Plan and BT SIM Card: you must have a BT SIM Card Connected with the MVR User Device which includes airtime for the MVR User Connections to access the Solution.

2.2.3 Internet access: you will provide internet access with suitable security measures in place to access the Website for the Web Portal User to access and manage the Solution.

2.2.4 Devices: you are not required to purchase any new Devices. The Solution can be used on any new or existing voice-enabled Device that is compatible with BT (subject to the restrictions set out in these Solution Terms).

2.3 **Customer Set-Up and MVR User activation and acceptance**

2.3.1 Standard MVR Solution as further described in the Solution Description includes:

2.3.1.1 upon acceptance of your Initial Order or a CCN, BT will set up the MVR Solution. ("Service Commencement Date").

2.3.1.2 Once Customer Set-Up is complete, BT will send you a welcome letter and you may add MVR Users to the Solution by completing a CIF.

2.3.1.3 BT will configure and activate MVR for each MVR User Licence as set out in the CIF and notify the Customer once the MVR Users have been activated. ("**Activation Date**").

2.3.1.4 On Activation Date, the MVR User will be recorded automatically.

2.3.1.5 After the Customer is notified of the Activation Date as set out in Paragraph 2.3.1.3 above:

i. you will notify BT within five days of the Activation Date ("**Acceptance Period**") if the MVR Solution does not conform in all material respects to the Solution Description or CIF;

ii. you will be deemed to have accepted the MVR Solution for such Users if you make commercial use of the MVR Solution for such MVR Users and or if you fail to provide written notice to BT setting out in reasonable detail the manner that the MVR Solution for the Users failed to substantially conform to the Solution Description or the CIF. ("**Notice of Defects**")

iii. upon receiving the Notice of Defects, and provided the defects relate to the MVR Solution, BT will use commercially reasonable efforts to remedy the defects and a new Acceptance Period will start as set out above.

iv. if BT is unable to remedy the defects, BT will terminate the Initial Order or the CCN, as applicable and refund the Customer the MVR Licence Charge.

v. on Activation Date or such revised Activation Date in the case of a Notice of Defects, you will send a written acceptance by email to BT within five days. If you fail to send a written acceptance, you will be deemed to have accepted the MVR Solution.

vi. Dates for performance of any Services by BT will be estimates only and will depend on the Customer meeting its obligations in a timely manner and in accordance with the Contract.

vii. your exclusive remedy for any MVR Solution failure due to defects to materially conform to the Contract is as set out above.

2.4 **Storage**

2.4.1 For the duration of the Contract and unless you wish to store the Recordings at another location, BT will store all Recordings on the Cloud Storage Platform.

2.4.2 On expiry of the Retention Period, the Recordings will automatically be deleted.

2.4.3 On termination of the Contract, for whatever reason or if an unfair use situation arises as set out in Paragraph 2.5 of the Solution Description, you will be responsible for ensuring continued storage of MVR Data. BT has no responsibility for the Recordings and will have no lability to you for any issue whatsoever with the storage of the Recordings and the deletion of MVR Data.

2.4.4 If you wish to keep storing and accessing the MVR Data on the Cloud Storage Platform, you will need to contact the third party supplier directly (BT will provide the contact details if required) and enter into an agreement with the third party supplier for the continued storage of the MVR Data.

2.5 **Rights and Consents**

2.5.1 BT grants you a non-exclusive, non-sub-licensable, non-transferable, revocable licence to use the Solution on each MVR User Connection for which you have purchased an MVR User Licence and for the Web Portal User to access the Recordings as more fully set out in the Solution Description.

2.5.2 BT may change how it delivers the MVR Solution provided it does not materially affect the Service or Charges to you.

2.5.3 You must ensure that you have obtained all necessary permission, consents and approvals for use of the Solution and complies with all laws, directives or regulations which may be applicable for the use of the MVR Solution, including MVR End Users' agreement to the Recordings.

2.6 **Web Portal**

2.6.1 Access to the Website and the Web Portal is subject to such terms and conditions as may be notified to you on the Website and or Website Portal from time to time

2.7 **Ownership of MVR Data**

2.7.1 Except for Telecommunications Data which shall be owned by BT in accordance with Clause 12.1 of the General Terms, you shall own all right, title and interest in and to all of the MVR Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the MVR Data. You will be solely responsible for the content of the Recordings and use of the MVR Solution.

2.8 **Compatibility**

2.8.1 The mobile voice recording element of the Solution will not record calls to emergency services and roaming calls originating on non-compliant networks (on request, BT will make you aware of what these networks are).

3 Charges

3.1 **Licence Charges**

3.1.1 The MVR User Licence Charge is per MVR User Connection per month irrespective of usage.

3.1.2 The MVR User Licence Charge will include the Retention Period and MVR Support Charges.

3.1.3 The MVR User Licence Charges will be based on a fixed charge per month, per MVR User registered with the Solution payable in advance on a pro-rated basis.

3.1.4 The MVR User Licence Charge will be added to the MVR User's existing voice Service Plan.

3.1.5 Changes to an Initial Order, CCN, SOR or the CIF requested or caused by you may result in additional Charges to be paid by you. BT will not be responsible for any delay or disruption to the MVR Solution if the fault or failure is directly or indirectly, wholly or partly attributable to you.

3.1.6 Should you select the additional storage option as set out in the Solution Terms and or an unfair use situation arises as set out in the Solution Description, you will pay such Charges in addition to the MVR User Licence Charge.

3.2 **Payment of Undisputed Charges**

3.2.1 You will notify BT in writing of any disputed invoice within 5 days of the date of such invoice, including the full facts of the dispute. You will pay the undisputed portion of the invoice in accordance with the Contract and in good faith co-operate with BT to resolve the dispute.

4 Your Obligations

4.1 For MVR Users and Web Portal Users:

4.1.1 You will (and you will procure that your MVR Users and Web Portal Users will):

4.1.1.1 comply with your obligations set out in the Solution Terms and Description, in particular ensuring that all MVR Users' details are accurate and complete;

4.1.1.2 distribute information to MVR Users and the Web Portal Users about the MVR Solution and how it operates;

4.1.1.3 set a password for the Web Portal User to access the Web Portal (this will initially be provided by BT);

4.1.1.4 ensure the Web Portal User's details are deleted and or passwords changed when they are no longer authorised to access the Web Portal;

4.1.1.5 not tamper, hack modify or otherwise corrupt the security of functionality of the Materials or the Solution or any part thereof;

4.1.1.6 not obscure, amend or remove any copyright notice, trademark or other proprietary marking on, or visible during operation or use of the Solution.

4.1.1.7 appoint a Customer Representative in relation to the MVR Solution and shall notify such Customer Representative to BT in writing on or before the Service Commencement Date.

4.1.2 BT will not be responsible for any delay or disruption to the MVR Solution if the cause of fault or failure is directly or indirectly, wholly or partly attributable to you or your MVR Users.

4.2 **Suspension**

4.2.1 In addition to BT's rights as set out in Clause 15 of the General Terms, BT may suspend the MVR Solution or any portion thereof for any failure by you to fulfil your material obligations under the Contract.

4.3 **Indemnity**

4.3.1 You shall indemnify and keep BT indemnified against all costs, losses, expenses (including without limitation legal expenses), damages, liabilities, demands incurred or suffered by BT arising out of:

4.3.1.1 any action or claim or proceedings brought against BT by the government, OFCOM, the Information Commissioner or any other competent regulatory authority; or

4.3.1.2 any claim by a third party or by someone acting on the third party's behalf in connection with an infringement or alleged infringement of that party's rights as a result of any breach by you (or its employees, subcontractors or agents) of the Solution (except to the extent such losses arise by reason of any act or omission of BT, its employees, agents or Sub-contractors) or as a result of your failure to comply with its obligations under this Contract.

5 Term and the End of the Solution

5.1 **Term**

5.1.1 BT will provide you with the Solution from the Service Commencement Date until BT or you terminate this Solution in accordance with the terms of this Contract.

5.2 **Minimum Term per MVR User Licence**

5.2.1 The Minimum Term applies to this Solution as set out in the Commercial Terms of the Contractor applicable CCN, which shall apply to all MVR Users.

5.3 **Automatic Termination of Recordings**

5.3.1 MVR User Recordings will automatically stop on termination of an MVR User Licence or the Disconnection of any associated Connection. Charges for the MVR User will continue until written notice of termination has been received by BT.

5.4 **Number Swap**

5.4.1 If you requires a number to be swapped, you must order a new MVR User Licence for the new number and terminate the MVR User Licence no longer required by giving written notice of termination for that MVR User Licence to BT in accordance with these Solution Terms. Termination Charges will not apply in such case.

5.5 **Termination of MVR User Licence**

5.5.1 Customer may terminate an MVR User Licence by submitting a CIF to the MVR Helpdesk. If the MVR User Licence is terminated, this Solution will also terminate for that MVR User. Provided the End User Licence is not terminated by or for default of the Customer during the Solution Minimum Term set out in Paragraph 6.2 above, no Termination Charges relating to this Solution will be payable. There is no notice period required to terminate an MVR User Licence.

5.6 **Termination of MVR Solution**

5.6.1 Customer may terminate the MVR Solution for all MVR Users by giving 30 days written notice of termination. Customer will be liable to pay Charges for all MVR Users up to date of termination of the Solution.

5.7 **Termination and Additional Charges**

5.7.1 Termination Charges will only apply if the MVR User Licence is terminated within the Solution Minimum Term. You will pay BT the following Termination Charges in accordance with the Contractupon early termination of:

5.7.1.1 this Solution: the total Subscription Charges multiplied by number of months remaining in the Solution Minimum Term; or

5.7.1.2 an MVR User License: the Subscription Charges per MVR User multiplied by number of months remaining in the Solution Minimum Term.

Additional Charges may be payable when an unfair use situation arises as set out in Paragraph 2.5 of the Solution Description and or for continued storage of MVR Data as set out in Paragraph 2.6 of the Solution Description.

5.8 Consequences of Termination

5.8.1 In addition to payment of any outstanding Charges that may be due as described in Paragraph 5.7 above and in Clause 21 of the General Terms, you may continue to have access to Recordings made on or before date of termination as set out in the MVR Solution Terms and Description.

6 Technical Support

6.1 **General**

6.1.1 You will have access to the MVR Helpdesk for any issues experienced with your use of the MVR Solution.

6.2 **Contact details**

6.2.1 You will receive a welcome letter from BT with the contact details for the Helpdesk once you are set up on the MVR Solution.

6.3 **Web Portal**

6.3.1 The Web Portal is available 24 hours a day, seven days a week, except for: (i) planned maintenance carried out during or outside Business Hours; and (ii) unscheduled emergency maintenance performed during or outside Business Hours.

6.4 **Training**

6.4.1 Web based training will be provided to your nominated Web Portal User.

7 Data Protection and Compliance with law

7.1 **Data Protection**

7.1.1 These terms are subject to the BT GDPR Processing Annex as may be updated from time to time: http://www.bt.com/terms. The Customer acknowledges and agrees that it is a Data Controller of any Personal Data processed by the Solution and that BT and/or its Sub-Processor are authorised to process such Personal Data.

7.2 **Compliance with Applicable Law**

7.2.1 You warrant that it will ensure that any use of this Solution including any monitoring and or Recordings under this Solution shall comply with all Applicable Law including the Data Protection Legislation.

8 Solution Restrictions

8.1 **Restrictions**

8.1.1 Insurance propositions sold by or provided on behalf of BT, as described at http://www.bt.com/terms, do not apply to this Solution.

8.1.2 BT reserves the right to charge for additional time spent if incomplete or inaccurate information provided by you in the Initial Order, CCN, SOR or the CIF is the cause of an activation of the MVR Solution being delayed and or not being completed within the allotted time.

8.2 **Emergency Calls**

8.2.1 Calls to emergency services can be made but will not be recorded by the MVR Solution

8.3 **Regulatory Obligations**

8.3.1 BT does not warrant or represent that the Solution meets your legal obligations in respect of the Recordings for companies regulated by the Financial Conduct Authority including any legal obligations under Conduct of Business Sourcebook (Recording of Telephone Conversations and Electronic Communications) (no2) Instrument 2010 (FSA 2010/56) (as updated or amended from time to time) or any other relevant legislation applicable to interception, recording and monitoring of Recordings as the case may be. You are responsible to adhere to all applicable legislation to ensure all Recordings are in compliance with all applicable laws in all respects.

8.4 **Liability**

8.4.1 As with any automated service, the Solution may malfunction due to factors beyond the reasonable control of BT (including without limitation due to a fault, delay or disruption in the telecommunications equipment or network availability, mis-use or malfunction of equipment or services) and BT shall have no liability to you in these circumstances.

Part B – Defined Terms

9 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.

"**Business Hours**" means working day, 9:00am to 5:00pm.
"**Cloud Storage Platform**" means the software as a service provided by BT for hosting and storing the MVR Data.
"**Customer Information Form**" or "**CIF**" means the form the Customer will complete to add MVR Users and to remove MVR Users from the Solution.
"**Customer Set-Up**" means the process the Customer will initiate to access the MVR Solution.
"**Device**" means any mobile or wireless voice-enabled device, handset or equipment incorporating a SIM Card that operates with the Network.
"**Materials**" means all tangible or intangible assets to be used for the provision of the Solution which shall include any system, Equipment, hardware, BT Software, End-User Licensed Software, processes, methodologies, programs, program listings, programming tools, documentation, data bases, reports, drawings and other items.
"**MVR Data**" means the data (including User Personal Data) that is recorded or captured by the Solution.
"**MVR User**" or "User" the Customer employee or contractor whose inbound and outbound calls are recorded, SMS captured or both by the Solution.
"**MVR User Licence**" means a licence for the Customer to use the Solution on an MVR User Connection.
"**MVR Helpdesk**" access to the MVR Helpdesk for Customer assistance with the MVR Solution during Business Hours.
"**Recordings**" means the recordings of inbound and outbound calls and or SMS Capture from mobile numbers registered to the Solution.
"**Retention Period**" means the period for which the Customer elects per MVR User Licence to keep the Recordings or, if applicable, the extended period.
"**Solution**" means the service available for the Customer to enable MVR Users to make Recordings for internal business operations only, to access the Recordings via the Web Portal, to have access to the MVR Helpdesk and training to use the Web Portal.
"**MVR Solution Support**" means support for the MVR Solution is as set out herein and in the MVR Solution Description. The Business Class Service for Large Business Customers does NOT apply to the MVR Solution.
"**SMS Capture**" means ability to capture inbound and outbound SMS messages for a mobile user which is an optional part of MVR Solution.
"**Telecommunications Data**" means the data generated by BT incidentally and or that needs to be retained by BT for regulatory and operational reasons during the performance of the Services, including call data records, traffic data records, location data, usage data and the like.
"**Web Portal**" means the website portal for accessing the Recordings through the Website.