



Cloud Work Contact Centre Annex to the Cloud Work 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 this Annex have the meanings given to them in the General Terms or the Schedule.

This Annex

The terms of this Annex apply in addition to the terms of the General Terms and the Schedule.

Part A – The Cloud Work Contact Centre Service

1 Service Summary

BT will provide you with a cloud based Contact Centre that provides omni-channel contact solutions with detailed reporting, analytics and intelligent communications routing, comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options as set out in any applicable Order or High Level Design Document, the ("**Cloud Work Contact Centre 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 or High Level Design Document:

2.1 Licence Packs

2.1.1 BT will provide you with one of the following Licence Packs per User:

- (a) Advanced, which includes:
 - (i) a bespoke Contact Centre, as set out in the High Level Design Document;
 - (ii) an Agent interface to enable Agents to handle end customer interactions, configure the Contact Centre and carry out administrative tasks;
 - (iii) a Supervisor interface to enable management of Agents use of the Contact Centre; and
 - (iv) an Administrator interface to configure and control the Contact Centre, including the ability to add, remove and configure User access.
- (b) Ultimate, which includes all Advanced features set out in Paragraph 2.1.1(a) plus additional features that support high volume outbound communications, as set out in the BT Price List.

2.1.2 The Licence Packs will be for a period of months equal to the Minimum Period of Service or Renewal Period.

2.1.3 All Licence Packs will be of the same type for all Users.

2.2 **Contact Centre Max Agent Interface:** BT will provide you with an interface that enables Agents to manage omni-channel inbound and outbound communications, as well monitor their own performance metrics.

2.3 **Cloud Work Contact Centre Portals:** BT will provide you with a right to access and use online web portals where you can manage your end customer experience and use the Contact Centre features.

2.4 **Contact Centre inView Dashboards:** is a cloud-based performance dashboard system which delivers real-time data and business intelligence for Contact Centre operations.

2.5 Professional Services

2.5.1 As part of the High Level Design Document, BT will agree a phased approach with you to set up the Contact Centre in accordance with the Professional Services set out in Paragraphs 2.5.2 and 3.1.5.

2.5.2 BT will provide you with the following remote Professional Services as set out below and in any applicable Order or High Level Design Document:

- (a) **Network Readiness Assessment:** an assessment of your network readiness to the receive the Contact Centre that will be documented in an report, which will include any changes required in order for your network to receive the Contact Centre;
- (b) **Project Management:** provision of a project manager that will act as single point of contact for the delivery of the Professional Services;

- (c) **Planning and Design:** remote engagement to capture the details of your existing contact centre environment and proposal for your Contact Centre. This will be documented in the Business Requirement Document that will be signed off by both parties prior to Build and Implementation and any changes that you request after sign off may be subject to additional Charges;
- (d) **Build and Implementation:** remote build and configuration of your new Contact Centre in accordance with the Business Requirement Document; and
- (e) **Training Sessions:** BT will provide you with the following remote training, as further described in the High Level Design Document:
 - (i) Administrators and Supervisor user training;
 - (ii) Agents user training; and
 - (iii) reporting training,mandatory training may also be applicable as part of any Service Options selected.

3 Service Options

- 3.1 BT will provide you with any of the following options ("**Service Options**"), as set out in any applicable Order, and in addition to any other options set out in the High Level Design Document, and in accordance with the details as set out in that Order or High Level Design Document:
 - 3.1.1 **Contact Centre Surveys:** surveys will be sent to your end customer base to obtain feedback based on your Contact Centre communications in order to analyse and improve your Contact Centre operations;
 - 3.1.2 **Social Media:** BT will integrate your Contact Centre with your social media platforms or send and receive SMS communication to deliver an omni-channel Contact Centre;
 - 3.1.3 **Workforce Optimisation:** you will receive live statistics, recommendations and training for your Contact Centre in order to improve your workforce efficiencies;
 - 3.1.4 **Integration:** BT will integrate your Contact Centre with your existing customer relationship management and active directory systems;
 - 3.1.5 **Professional Services:** in addition to the Professional Services set out in Paragraph 2.5.2, you can select additional remote and on-site Professional Services components, including additional training sessions, as agreed in the High Level Design Document. You may also need additional Professional Services depending on the Service Options you have selected; and
 - 3.1.6 **Premium On-going Support:** is a premium support service, in addition to the Professional Services, that will provide you with a single point of contact for support for a set number of hours each month, as agreed in the High Level Design Document.
- 3.2 BT cannot ensure that all Service Options you select as part of your Order will remain available for the duration of your Cloud Work Contact Centre Service and some Service Options may be subject to changes, as required by the Supplier. In the event that a Service Option is removed or materially changed:
 - (a) BT will use reasonable endeavours to give you as much Notice as is reasonably practical, but in any event not less than 15 days' notice before the removal of, or change to, the Service Option is due to take effect; and
 - (b) If the removal or change of the Service Option is materially detrimental to your use of the Cloud Work Contact Centre Service you will not have to pay any Termination Charges if you choose to terminate under Clause 17 of the General Terms within 30 days of the date of the Notice if BT has given you Notice under Paragraph 3.2(a).

4 Service Management Boundary

- 4.1 BT will provide and manage the Cloud Work Contact Centre Service in accordance with this Annex and as set out in any applicable Order or High Level Design Document ("**Service Management Boundary**").
- 4.2 BT will have no responsibility for the Cloud Work Contact Centre Service outside the Service Management Boundary.
- 4.3 BT does not make any representations, whether express or implied, about whether the Cloud Work Contact Centre Service will operate in combination with any Customer Equipment or other equipment and software.
- 4.4 BT will not be responsible for any delays in the Proposed Service Start Date or Service Start Date that are caused by your failure or delay to carry out your obligations under this Contract and you agree that any delays may result in additional Charges.

5 Associated Services

- 5.1 You will have the following services in place that will connect to the Cloud Work Contact Centre Service and are necessary for the Cloud Work Contact Centre Service to function and will ensure that these services meet the minimum technical requirements that BT specifies in the High Level Design Document:



- 5.1.1 the Cloud Work Service;
 - 5.1.2 LAN/WAN configuration in order to ensure your network enables the Cloud Work Contact Centre Service;
 - 5.1.3 a compatible Internet browser as advised to you by BT;
 - 5.1.4 ensure any network ports BT requires and advises you of are open; and
 - 5.1.5 if any system integrations are required, ensure the applicable software and a subject matter expert on the software is available to support the integration.
- (each an “**Enabling Service**”).
- 5.2 If BT provides you with any services other than the Cloud Work Contact Centre Service (including, but not limited to any Enabling Service) this Annex will not apply to those services and those services will be governed by their separate terms.

6 Specific Terms

6.1 Minimum Period of Service and Renewal Periods

- 6.1.1 The Minimum Period of Service and Renewal Periods will run co-terminus with the Cloud Work Minimum Period of Service and Cloud Work Renewal Periods.
- 6.1.2 If you extend the Cloud Work Service for a Cloud Work Renewal Period at the end of the Cloud Work Minimum Period of Service or a Cloud Work Renewal Period, the Cloud Work Contact Centre will not extend automatically for a Renewal Period and Paragraph 6.1.5 unless either of us gives Notice in accordance with Paragraph 6.1.6.
- 6.1.3 You may extend the Cloud Work Contact Centre Service for a Renewal Period at the end of the Minimum Period of Service or a Renewal Period by giving us 30 days' Notice and on agreement by both of us in writing, provided that you are also extending the Cloud Work Service for a Cloud Work Renewal Period that is least the same amount of time as the Renewal Period.
- 6.1.4 Where the Cloud Work Contact Centre Service is renewed in accordance with Paragraph 6.1.3:
 - (a) BT will continue to provide the Cloud Work Contact Centre Service for the new Renewal Period selected;
 - (b) the Licence Packs will renew for the Renewal Period;
 - (c) the Charges agreed between both of us will continue to apply during the Renewal Period; and
 - (d) both of us will continue to perform each of our obligations in accordance with the Contract.
- 6.1.5 Where the Cloud Work Contact Centre Service has not been extended in accordance with Paragraph 6.1.3:
 - (a) BT will continue to provide the Cloud Work Contact Centre Service until the Cloud Work Contact Centre Service is terminated by either one of us;
 - (b) the Licence Packs will continue on a monthly basis;
 - (c) BT will invoice you on a monthly basis the Charges applicable to a 12 month Minimum Period of Service as set out in Section 56, Part 18, Subpart 11 of the BT Price List from expiry of the Minimum Period of Service or current Renewal Period; and
 - (d) both of us will continue to perform each of our obligations in accordance with the Contract.
- 6.1.6 If either of us gives Notice, in accordance with the Contract, to the other of an intention to terminate the Cloud Work service or Cloud Work Contact Centre Service at the end of the Minimum Period of Service or a subsequent Renewal Period, BT will cease delivering the Cloud Work Contact Centre Service on the last day of the Minimum Period of Service or subsequent Renewal Period.

6.2 Termination for Convenience

- 6.2.1 BT will automatically terminate the Cloud Work Contact Centre Service, including the associated Licence Packs, if the Cloud Work Service is terminated for any reason.

6.3 Access to Emergency Services

- 6.3.1 BT will not provide the ability for Users to call the emergency services by dialling “999” or “112” and you represent, warrant, and covenant that:
 - (a) you will ensure that any person who might use the Cloud Work Contact Centre Service or be present at the physical location where any of the Cloud Work Contact Centre Service might be accessed or used is fully informed and aware that they will not be able to place calls or send messages to 999/112 or other emergency response services through the Cloud Work Contact Centre Service; and
 - (b) you will make alternative arrangements for Users, including the maintenance of a fixed telephone number.



6.4 Invoicing

- 6.4.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges in the amounts set out in any applicable Order:
- (a) Recurring Charges, except Usage Charges, monthly or quarterly in arrears (depending on your billing frequency) and for any period where the Cloud Work Contact Centre Service is provided for less than one month, the Recurring Charges will be invoiced for the full month;
 - (b) Usage Charges, monthly or quarterly in arrears (depending on your billing frequency), calculated at the then current rates;
 - (c) Professional Services Charges, in arrears upon completion of each phase as agreed in the BRD;
 - (d) any Charges for chargeable add-ons set out in the BT Price List monthly or quarterly in arrears (depending on your billing frequency); and
 - (e) any Termination Charges incurred in accordance with Paragraph 6.6 upon termination of the relevant Service.
- 6.4.2 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 Cloud Work Contact Centre Service in accordance with Paragraph 7.2 outside of Business Hours;
 - (c) Charges for expediting provision of the Cloud Work Contact Centre Service at your request after the Proposed Service Start Date has been agreed;
 - (d) Charges for Late Charges as set out in Section 56, Part 18, Subpart 11 of the BT Price List;
 - (e) Out of Scope Charges as set out in Section 56, Part 18, Subpart 11 of the BT Price List; and
 - (f) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us, including:
 - (i) Charges for late payment as set out in Section 15, Part 12 of the BT Price List;
 - (ii) Charges for dishonoured payments as set out in Section 15, Part 12 of the BT Price List; and
 - (iii) Charges for payment processing (if applicable) as set out in Section 15, Part 12 of the BT Price List.

6.5 Cancellation and Termination Charges

6.5.1 Cancellation Charges

For the purposes of Clause 16 of the General Terms, you will pay BT the Cancellation Charges as set out in Section 56, Part 18, Subpart 11 of the BT Price List if you cancel:

- (a) an Order for the Cloud Work Contact Centre Service, or part of it, at any time before the Service Start Date; or
- (b) an Order for Professional Services at any time before the Professional Services are completed.

6.5.2 Termination Charges

- (a) If you terminate the Contract or the Cloud Work Service for convenience in accordance with Clause 17 of the General Terms, the Cloud Work Contact Centre will also terminate.
- (b) Where the Contract or the Cloud Work Contact Centre Service terminates in accordance with Paragraph 6.5.2(a) or you terminate the Cloud Work Contact Centre Service, any applicable Order, or an individual Licence Pack for convenience in accordance with Clause 17 of the General Terms you will pay BT:
 - (i) all outstanding Charges or payments due and payable under the Contract;
 - (ii) any other Charges as set out in any applicable Order; and
 - (iii) any charges reasonably incurred by BT from a supplier as a result of the early termination.

6.5.3 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.

6.6 PCI DSS Compliance Obligations

- 6.6.1 The Cloud Work Contact Centre Service is not compliant with PCI DSS nor is it designed nor intended to be and you will not use the Cloud Work Contact Centre Service for the processing, storage or transmission of any Cardholder Data or any data that is subject to PCI DSS.
- 6.6.2 You will be responsible for ensuring that the Cloud Work Contact Centre Service does not affect the security of any other service you may have that contain data subject to PCI DSS.
- 6.6.3 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.

6.7 Content for Music on Hold, Menu and Prompt Recordings



You are responsible for providing menu and prompt recordings and will ensure that you comply with Paragraph 7.11 of the Cloud Work Schedule to the General Terms.

6.8 Cloud Work Contact Centre Portals

- 6.8.1 BT will make available online via the Cloud Work Contact Centre Portals details of your Cloud Work Contact Centre Service, including configuration information.
- 6.8.2 BT will use reasonable endeavours to provide uninterrupted access to the Cloud Work Contact Centre Portals but BT does not guarantee that the Cloud Work Contact Centre Portals will be available at all times or will be fault free.
- 6.8.3 Occasionally, for commercial or operational reasons including during the provision of service enhancements or software upgrades, BT may at any time:
 - (a) change the access arrangements or URLs given to you provided that, if BT deems it appropriate, BT will notify you within a reasonable time before the event;
 - (b) change, without notice, the performance or functionality of the Cloud Work Contact Centre Portals including all information, materials and Content, or the way BT provides the Cloud Work Contact Centre Portals; or
 - (c) without notice, interrupt or suspend access to the Cloud Work Contact Centre Portals but will restore access as quickly as possible.

6.9 Licence Packs

- 6.9.1 You will purchase one Licence Pack per User.
- 6.9.2 You will maintain the number of Licence Packs as set out in your original Order or High Level Design Document.
- 6.9.3 You may apply to add Licence Pack(s) to the Contract at any time either via the Cloud Work Contact Centre Portals or by contacting BT directly.
- 6.9.4 The additional Licence Pack(s) will commence from the date requested and will run co-terminus with the Minimum Period of Service for your subscribed Cloud Work Contact Centre Service.
- 6.9.5 You may reduce the number of Licence Packs by giving Notice to BT in writing no later than the first five days of a calendar month provided that the number of Licence Packs does not fall below that set out in your original Order or High Level Design Document.
- 6.9.6 BT may accept, in writing, your request to reduce the number of Licence Packs below that set out in the original Order or High Level Design Document and the number of Licence Packs will reduce at the beginning of the next monthly billing cycle.
- 6.9.7 BT may reject, in writing, your request to reduce the number of Licence Packs and you will not reduce the number of Licence Packs below that set out in the original Order or High Level Design Document.

6.10 Service Restriction

- 6.10.1 The Cloud Work Contact Centre Service is not designed, manufactured, intended or recommended for use for any high-risk or fail-safe purpose or activity or in any environment where failure, interruption, malfunction, error, or unavailability could result in physical harm or personal injury, death or dismemberment, or property or environmental damage.
- 6.10.2 You will not use the Cloud Work Contact Centre Service for any such purpose or activity or in any such environment.
- 6.10.3 High risk in this Paragraph 6.11 relates not to business risk in general but to emergency services or similar services involving a high risk of physical harm or injury.

6.11 BT's Additional Suspension and Termination Rights

- 6.11.1 In addition to BT's rights under Clauses 15 and 18 of the General Terms, BT may immediately and without Notice, restrict, suspend or terminate the Cloud Work Contact Centre Service if BT reasonably believes that you are in breach or likely to be in breach of the Contract or of any other contract that you have with BT.

6.12 Amendments to the General Terms

- 6.12.1 The wording in Clause 2 of the General Terms is deleted and replaced with the following:

If there is a conflict between any of the documents, the order of priority, highest first, is:

 - (a) the High Level Design Document;
 - (b) any Order;
 - (c) any Annexes;
 - (d) the Schedule; and
 - (e) these General Terms.



- 6.12.2 The wording in Clause 22.4.1 of the General Terms is deleted and replaced with the following:
£200,000.
- 6.12.3 A new Clause 22.10 of the General Terms shall be inserted with the following:
You will, at its own expense, defend, indemnify and hold harmless BT against and from third party Claims, including without limitation all liabilities, losses, costs, damages, penalties and expenses (including all reasonable legal fees incurred by BT arising from or relating to
- (a) your recklessness or wilful misconduct in connection with this Contract;
 - (b) any violation of Applicable Law; or
 - (c) breach of Clause 13.
- 6.12.4 The following definition is inserted into the General Terms:
"High Level Design Document" means the design document that sets out your specific requirements for the Cloud Work Contact Centre Service as agreed between you and BT.



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 Cloud Work Contact Centre Service, BT will, in accordance with the High Level Design Document:

- 7.1.1 provide you with contact details for the Service Desk that will be available 24x7x365;
- 7.1.2 agree with you a Proposed Service Start Date; and
- 7.1.3 agree with you a Service Start Date that will occur no later than 90 days after the Proposed Service Start Date.

7.2 Commissioning of the Service

Before the Service Start Date, BT will, in accordance with the High Level Design Document:

- 7.2.1 activate the Cloud Work Contact Centre Service; and
- 7.2.2 on the date that BT has completed the activation of the Cloud Work Contact Centre Service, confirm to you that the Cloud Work Contact Centre is available for performance of any Acceptance Tests in accordance with Paragraph 8.2.

7.3 During Operation

On and from the Service Start Date, BT will maintain the Cloud Work Contact Centre Portals as set out in Paragraph 6.9.

7.4 The End of the Cloud Work Contact Centre Service

On termination of the Cloud Work Contact Centre Service by either of us, BT:

- 7.4.1 may delete any Content unless you tell us otherwise in accordance with Paragraph 8.4; and
- 7.4.2 will terminate your right to access and use the Cloud Work Contact Centre Portals.

8 Your Obligations

8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Cloud Work Contact Centre Service, you will, in accordance with the High Level Design Document:

- 8.1.1 agree with BT a Proposed Service Start Date;
- 8.1.2 if you need to request a change to a Proposed Service Start Date, give BT Notice in accordance with Clause 31 of the General Terms and both of us must agree any change to the Proposed Service Start Date no later than the first day of the calendar month immediately preceding the calendar month in which the existing Proposed Service Start Date is due to occur;
- 8.1.3 assign a Customer Contact who is, or ensure the availability of, a subject matter expert, in respect of the Contact Centre, including any configurations and integrations required as part of the Build and Implementation;
- 8.1.4 configure and install any applicable Software, including the Cloud Work Contact Centre Portal Software on your Users' PCs;
- 8.1.5 ensure attendance and completion of all training sessions and ensure all compulsory training, as required and notified by BT, is completed;
- 8.1.6 provide sufficient resources and support for each of the features of the Contact Centre;
- 8.1.7 ensure that only devices approved by BT will be used with the Cloud Work Contact Centre Service and BT is not responsible for the devices used;
- 8.1.8 if you wish to integrate any of your existing software with the Cloud Work Contact Centre Service, ensure you have appropriate licences in place. You are responsible for those licences and any changes from your software provider;
- 8.1.9 be responsible for your infrastructure architecture, procurement, deployment, installation, troubleshooting, and documentation;
- 8.1.10 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:
 - (a) inform your Users that as part of the Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;

- (b) ensure that your Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required); and
- (c) agree that BT will not be liable for any failure by you to comply with this Paragraph 8.1.8, you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph 8.1.8,

8.1.11 in respect of the Professional Services:

- (a) attend and participate in all meetings and telephones calls to discuss and provide information required to perform the Professional Services;
- (b) be responsible for undertaking any remedial action required for your LAN/WAN as identified during the network assessment;
- (c) assist in the completion of and approve the Business Requirement document; and
- (d) comply with all of the terms and any additional obligations as set out in any Order and any other document relating to the Professional Services.

8.2 Acceptance Tests

8.2.1 You will carry out the Acceptance Tests for the Cloud Work Contact Centre Service within the time period set out in the Business Requirements Document, after receiving Notice from BT in accordance with Paragraph 7.2.2 ("**Acceptance Test Period**").

8.2.2 The Cloud Work Contact Centre Service is accepted by you if you confirm acceptance in writing during the Acceptance Test Period or is treated as being accepted by you if you do not provide BT with Notice to the contrary by the end of the Acceptance Test Period.

8.2.3 Subject to Paragraph 8.2.4, the Service Start Date will be the earlier of the following:

- (a) the date that you confirm or BT deems acceptance of the Cloud Work Contact Centre Service in writing in accordance with Paragraph 8.2.2; or
- (b) the date of the first day following the Acceptance Test Period.

8.2.4 If, during the Acceptance Test Period, you provide BT Notice that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and provide you Notice that BT has remedied the non-conformance and inform you of the Service Start Date.

8.2.5 The provisions of Paragraph 9.3 of the Schedule will not apply to Cloud Work Contact Centre Service.

8.3 During Operation

On and from the Service Start Date, you will:

8.3.1 in addition to complying with the Acceptable Use Policy, not and ensure that the Contact Centre is not used to:

- (a) infringe, misappropriate, or otherwise violate the Supplier's or anyone's rights (including intellectual property, privacy, personality, publicity, or otherwise) or display or use the Supplier's marks without consent or in breach of the Supplier Branding Guidelines;
- (b) perform auto-dialling or "**predictive dialling**" in an abusive manner;
- (c) trunk or forward your Supplier phone or fax number to other numbers that handle multiple simultaneous calls or to a private branch exchange or a key system;
- (d) traffic pump or access stimulation of calls through the Contact Centre or the BT or Supplier Network;
- (e) exploit or harm minors including exposing them to inappropriate content or asking for personally identifiable information without parental consent;
- (f) interfere, inhibit, compromise, or otherwise harm the Contact Centre or the BT or Supplier Network (regardless of intent or knowledge), or transmit any material that contains viruses, time or logic bombs, Trojan horses, worms, malware, spyware, or any other programs that may be harmful or dangerous.
- (g) act in an indecent, offensive, threatening, harassing, defamatory, libellous, fraudulent, malicious, disruptive, tortious, or other objectionable manner, or create a false caller ID identity (ID spoofing), forge addresses or headers, or otherwise mislead others about a sender's identity or origin;
- (h) harvest or collect information about third parties or Users, including your employees, consultants, clients, external users, invitees, contractors and agents, without consent or send bulk communications or other content without the recipient's consent;
- (i) use any device, system, network, account, plan, or the Contact Centre in an unauthorised manner or in excess of reasonable business use;
- (j) take advantage of, bypass, exploit, defeat, disable, or otherwise circumvent limitations of the Contact Centre, security mechanisms, or compliance with the Contract or Applicable Law;



- (k) intercept, capture, sniff, monitor, modify, emulate, decrypt, or redirect any communication or data for any purpose;
 - 8.3.2 not sell, resell, sublease, assign, license, or sublicense the Contact Centre or any part of it or use or offer the Contact Centre or any part of it on a service-bureau or time-sharing basis. The Cloud Work Contact Centre Service and Software are provided solely for your own use; and
 - 8.3.3 ensure you and your Users comply with all Applicable Law and in particular, but without limitation, Ofcom's Statement "**Tackling abandoned and silent calls**" dated 1 October 2010 and Ofcom's Statement "**Persistent Misuse**" dated 20 December 2016.
- 8.4 **The End of the Service**
- On termination of the Cloud Work Contact Centre Service by either of us, you will give BT 30 days' Notice of any Content that you need BT to transfer to you and we will agree how and when BT will transfer such Content.



Part C – Service Levels

9 Service Levels

There are no Service Levels for this Cloud Work Contact Centre Service.



Part D – Defined Terms

10 Defined Terms

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

"Acceptance Test Period" has the meaning given in Paragraph 8.2.1.

"Administrator" means any individual that you appoint to be responsible for Cloud Work Contact Centre Service management and administration matters.

"Advanced" means the Licence Pack set out in Paragraph 2.1.1(a).

"Agent" means a User of the Cloud Work Contact Centre Service that receives inbound communications and places outbound communications.

"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).

"Build and Implementation" has the meaning given in Paragraph 2.5.2(d) and as set out further in the Order or High Level Design Document

"Business Hours" means between the hours of 0800 and 1700 in a Business Day.

"Business Requirement Document" or **"BRD"** means the document that forms the core of the Planning and Design phase of Professional Services with further details set out in the High Level Design Document.

"Cardholder Data" means the unique payment card number (typically for credit or debit cards) that identifies the issuer and the particular cardholder account. Cardholder data may also include any of the following: cardholder name, expiration date, service code or Sensitive Authentication Data.

"Cloud Work Contact Centre Portals" means the Cloud Work Contact Centre Service secure shared web portals which enable you to view service information, configure, manage and administer the Cloud Work Contact Centre Service.

"Cloud Work Minimum Period of Service" means the minimum period of service for your subscribed Cloud Work Service as set out in the Order for the Cloud Work Service.

"Cloud Work Renewal Period" means the renewal period for your subscribed Cloud Work Service sold under the Cloud Work Service Schedule to the General Terms.

"Cloud Work Service" means the BT hosted voice over internet (VoIP) service providing voice and on-net video and collaboration facilities provided and sold under the Cloud Work Service Schedule to the General Terms.

"Cloud Work Contact Centre Service" has the meaning given in Paragraph 1.

"Contact Centre" means the hosted voice over Internet contact centre BT provides to you as part of the Cloud Work Contact Centre Service.

"Contact Centre inView Dashboards" means the Service Option set out in Paragraph 2.4.

"Contact Centre Surveys" means the Service Option set out in Paragraph 3.1.1.

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

"Customer Contact" means the Administrator authorised to act on your behalf for Cloud Work Contact Centre 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 the Cloud Work Contact Centre Service.

"Enabling Service" has the meaning given in Paragraph 5.1.

"Integration" means the Service Option set out in Paragraph 3.1.4.

"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.

"Licence Pack" means a licence that you acquire from BT to enable a User to use the BT Cloud Work Contact Centre Service.

"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).

"Merchant" means for the purposes of the PCI DSS, any entity that accepts payment cards bearing the logos of any of the five members of PCI SSC (American Express, Discover, JCB, MasterCard or Visa) as payment for goods or services.



“Minimum Period of Service” means a period that is co-terminus with the Cloud Work Minimum Period of Service or Cloud Work Renewal Period, beginning on the Service Start Date, as set out in any applicable Order or High Level Design Document.

“Network Readiness Assessment” has the meaning given in Paragraph 2.5.2(a) and as set out further in the Order or High Level Design Document.

“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.

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

“Planning and Design” has the meaning given in Paragraph 2.5.2(c) and as set out further in the Order or High Level Design Document.

“Premium On-going Support” means the Service Option as set out in Paragraph 3.1.6.

“Professional Services” means the services described in Paragraphs 2.5 and 3.1.5.

“Project Management” has the meaning given in Paragraph 2.5.2(b) and as set out further in the Order or High Level Design Document.

“Proposed Service Start Date” means the proposed date that the Cloud Work Contact Service is first made available to you.

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

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

“Regional Internet Registry” means an organization 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.

“Renewal Period” means a period following the Minimum Period of Service and is co-terminus with the Cloud Work Minimum Period of Service or Cloud Work Renewal Period, as agreed by both of us in accordance with Paragraph 6.1.

“Schedule” means the Cloud Work Schedule to the General Terms.

“Service Management Boundary” has the meaning given in Paragraph 4.

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

“Site” means a location at which the Cloud Work Contact Centre Service is provided.

“Social Media” means the Service Option set out in Paragraph 3.1.2.

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

“Supervisor” means a User of the Cloud Work Contact Centre Service that, if authorised, may access reporting and monitor Agents.

“Supplier” means RingCentral UK Limited, Ealing Cross, 85 Uxbridge Road, London W5 5TH.

“Supplier Branding Guidelines” means the guidelines available at https://partners.ringcentral.com/content/PublicFile/RingCentral_Co-Branding_Guidelines.pdf.

“Supplier Network” means the network and supporting facilities between and among the Supplier points of presence (PoP(s)), up to and including the interconnection point between the Supplier's network and facilities, and the public Internet, private IP networks, and the PSTN. The Supplier Network does not include the public Internet, your own private network, or the PSTN.

“Training Sessions” has the meaning given in Paragraph 2.5.2(e) and as set out further in the Order or High Level Design Document.

“Ultimate” means the Licence Pack set out in Paragraph 2.1.1(b).

“Usage Charges” means the Charges for the Cloud Work Contact Centre Service or applicable part of the Cloud Work Contact Centre 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 Cloud Work Contact Centre Service, or the number of minutes the Cloud Work Contact Centre Service was used for) with the relevant fee as set out in any applicable Order.

“Wide Area Network” or **“WAN”** means the Access Service or any other network through which you connect to the Cloud Work Contact Centre Service.

“Workforce Optimisation” means the Service Option set out in Paragraph 3.1.3.