Cloud Work
Schedule to the General Terms
For Customers joining or resigning prior to 2 December 2024

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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 – Cloud Work Service

1 Service Summary

BT will provide you with a hosted voice over internet (VoIP) service providing voice and on-net video, and collaboration facilities and enabling Users to make and receive Calls to other Users as well as access the public switched telephone, mobile and international network, 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 ("**Cloud Work 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 **User Feature Pack Licences**

BT will provide you with a User Feature Pack Licence per User consisting of one of the following User Feature Packs:

2.1.1 Cloud Work Entry;

2.1.2 Cloud Work Basic;

2.1.3 Cloud Work Connect;

2.1.4 Cloud Work Connect+ HD Video Meetings; or

2.1.5 Cloud Work Collaborate

each as set out in the BT Price List.

2.2 The User Feature Pack Licence will be for a period of months equal to the Minimum Period of Service or Renewal Period.

2.3 All User Feature Pack Licences will be of the same type.

2.4 **BT Cloud Work Portal**

BT will provide you with a right to access and use an online web portal for service where you can view information, manage, and administer the Cloud Work Service.

2.5 **Geographical and Non-Geographical Numbers**

2.5.1 BT will allocate a new Geographical Number to each User as set out in the Order.

2.5.2 You may port existing Geographical Number(s) or Non-geographical Number(s) (subject to porting availability) via the BT Cloud Work Portal at any time after the Service Start Date.

3 Service Options

BT may provide you with any of the following options ("**Service Options**") as set out in any applicable Order and in accordance with the details as set out in that Order. The Service Options available to you will depend on the User Feature Pack you have selected.

3.1 **RingCentral Development Platform**, as set out in the RingCentral Development Platform Annex to this Schedule and subject to the terms set out at https://www.ringcentral.com/legal/apilitos.html

3.2 **IP Phones**

3.2.1 You may purchase:

(a) IP Phones configured for the Cloud Work Service from the Cloud Work portfolio; and

(b) analogue terminal adaptors.

3.2.2 You may use IP Phones not provided under this Contract with the Cloud Work Service in accordance with Paragraphs 7.15.2 and 9.2.10.

3.3 **Headsets**

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3.3.1 You may purchase:

(a) Headsets interoperability tested for the Cloud Work Service from the Cloud Work portfolio.

3.3.2 You may use headsets not provided under this Contract with the Cloud Work Service in accordance with Paragraphs 7.15.2 and 9.2.10.

3.4 **Professional Services**

3.4.1 BT will provide you with either of the following Professional Services:

(a) Professional Services Light; or
(b) Professional Services Remote Implementation.

3.4.2 Professional Services will be required for all implementations of 100 or more User Feature Pack Licences and is available as an optional extra for implementations up to 99 User Feature Pack Licences.

3.4.3 Each Professional Services option has the following varying Professional Service Components as set out in the table below and in any applicable Order.

3.4.4 You may order either Professional Services Light or Professional Services Remote Implementation (but not a combination of both), and the total number of implementations must be equal to the total number of User Feature Pack Licences purchased at the time the implementations are ordered.

Professional Service Components	Professional Services Light	Professional Services Remote Implementation
Project Management – provision of a project manager that will act as single point of contact for the delivery of the Professional Services.	Yes	Yes
Number Porting – assistance with capturing of any number porting requirements and with initial submission of port requests and up to three rejections/resubmission requests per location or 90 days from initial submission.	Yes	Yes
Planning and Design – remote engagement to capture the details of your existing environment and plan for your future environment.	No	Yes
Business Requirement Deliverable (BRD) – assistance in completing the BRD form prior to implementation.	No	Yes
UI Build Out – remote configuration of user interfaces in the system including core office scripting and user interface administration and users' profiles, Auto Receptionist and Call Routing.	No	Yes
Remote Training Sessions – up to four hours of remote training for Administrators. Up to 10 one-hour training sessions to a maximum of 20 Users at a time.	No	Yes

3.5 **Cloud Work Engineer Install**

3.5.1 You may purchase any of the following Cloud Work Engineer Install Components:

(a) All in a Day's Work – IP Phones installation and service configuration - for up to 20 Users per Site per day;

(b) IP Phone Installation – unboxing and plugging IP Phones in your office; ensuring that the IP Phones are working and have the correct configuration (IP Phones will be delivered to the Site prior to BT Engineer's arrival) - for up to 20 IP Phones per Site per half day;

(c) IP Phone Configuration - reconfiguration of your existing IP Phones by repointing those IP Phones to look up the Cloud Work Service and associating them to the Users - for up to 10 IP Phones per Site per half day.
The IP Phones need to be factory reset and the handset must be on the list of approved devices.
You will provide the admin password of the IP Phones to BT.

(d) Admin Training – a face-to-face training on the use of the BT Cloud Work Portal - for up to five Administrators per Site per half day.

(e) Specialist Training – a face-to-face 90-minute training on the use of particular features that are applicable for certain Users - for up to five Users per Site per day.

(f) User Drop-In Clinic - a face-to-face 30-minute training on the basic use and control of the Cloud Work Service - for up to seven Users per Site per day.

(g) Floorwalking - a BT employee on your office floor amongst your employees hovering within the Site for half a day and supporting Users on any ad-hoc queries they have in regard to the Cloud Work Service - per Site per half day.

3.5.2 Cloud Work Engineer Install is not available outside of the United Kingdom.

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3.5.3 The BT Engineer will not answer any non-Cloud Work Service enquiries nor will they dispose of any equipment.

3.6 **Cloud Work International Office Add-On**

You may purchase Cloud Work International Office Europe to serve Users based in non-UK sites within Europe.

3.7 **Cloud Work Digital Adoption**

3.7.1 BT will grant you access to the Learning Management Portal which provides access for Administrators and Users to view, complete and monitor their learning progression ("**Cloud Work Digital Adoption**").

3.7.2 The choice of Content of the Learning Management Portal is dependent on the level of package you have selected, as set out in Paragraph 3.7.4 below.

3.7.3 The Cloud Work Digital Adoption can be purchased in packages of 25 User access profiles. All Users must be on the same package level.

3.7.4 You may choose one of the following Cloud Work Digital Adoption packages:

(a) **Bronze Package** which will help you and your Users with the Cloud Work Service setup, comprising of:

(i) access to Learning Management Portal;

(ii) Administrator and User portal view; and

(iii) the following Cloud Work onboarding training modules: Introduction to Cloud Work and Cloud Work Express Setup

("**Bronze Package**");

(b) **Silver Package** which provides full access to Cloud Work knowledge, comprising of:

(i) all the components of Bronze Package; and

(ii) the following training modules for all features and functionalities of the Cloud Work Service: Cloud Work Admin Training and Cloud Work Device Base Training

("**Silver Package**");

(c) **Gold Package** which provides:

(i) all the components of Silver Package;

(ii) Soft Skills Training Modules; and

(iii) Guru Sessions

("**Gold Package**");

(d) **Platinum Package** which provides:

(i) all the components of Gold Package; and

(ii) Business Skills Training Modules

("**Platinum Package**").

3.7.5 You can upgrade your package at any point throughout your Contract. Any downgrade of the package will be subject to payment of applicable Termination Charges calculated by multiplying: the difference between the original and the lower package fees; the number of remaining months of the Minimum Period of Service; and the number of Users.

3.8 **AI Receptionist Add-On**

3.8.1 BT will provide you with an AI-powered intelligent virtual assistant that can understand caller intent, greet customers, answer common questions, deliver personalised responses, schedule bookings via e-mail and if configured by you, via SMS (subject to a maximum of 5 SMS bookings per month), and transfer calls to specific named persons or departments ("**AI Receptionist**").

3.8.2 AI Receptionist will be provided in accordance with the applicable AIR Minute Bundle(s) selected by you.

3.9 **AI Assistant Add-On**

3.9.1 BT will provide you with a personal productivity tool that automatically handles administrative communication tasks through AI-powered automation ("**AI Assistant**").

3.9.2 AI Assistant is available as a Service Option where you purchase Cloud Work Basic, Cloud Work Connect or Cloud Work Connect+ HD Video Meetings, and is not an available Service Option under Cloud Work Entry.

3.9.3 You will receive AI Assistant as standard where you purchase Cloud Work Collaborate.

3.9.4 You must ensure that the total number of AIA Licences is always equal to the total number of User Feature Pack Licences purchased. If you increase or decrease the number of User Feature Pack Licences at any time, you must make corresponding adjustments to the quantity of AIA Licences so that each single AIA Licence

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always has a corresponding activated User Feature Pack Licence. Where you decrease the number of User Feature Pack Licences (and therefore AIA Licences), you acknowledge that no refund or credit will be issued for any unused AIA Licences.

3.10 **AI Conversation Expert Add-On**

3.10.1 BT will provide you with an AI-powered conversational expert to analyse and summarise sales interactions, enhancing insight and performance management to improve coaching and customer engagement ("**AI Conversation Expert**").

3.11 **AI Professional Services**

3.11.1 You may purchase professional services in relation to remote consultation and guidance on the set-up of AI Receptionist and AI Conversation Expert, which will be delivered by a third-party training supplier ("**AI Professional Services**").

3.11.2 You acknowledge that your User(s) may be required to screen share during the consultation in order to ensure effective delivery of the AI Professional Services.

4 Service Management Boundary

4.1 BT will provide and manage the Cloud Work Service in accordance with Parts A, B and C of this Schedule and as set out in any applicable Order ("**Service Management Boundary**").

4.2 BT will have no responsibility for the Cloud Work Service outside the Service Management Boundary.

4.3 BT does not make any representations, whether express or implied, about whether the Cloud Work Service will operate in combination with any Customer Equipment or other equipment and software.

5 Associated Services

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

5.1.1 a suitably enabled Access Service with sufficient bandwidth to support your voice and data usage and service level requirements; and

5.1.2 where applicable, a suitable Local Area Network ("**LAN**") infrastructure with a minimum of CAT5e structured cable including sufficient Ethernet ports for IP Phones to plug into,

(each an "**Enabling Service**").

5.2 If BT provides you with any services other than the Cloud Work 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 If you have purchased 4G Assure or a third-party Internet service as part of your Access Service BT will not be responsible for the quality and availability of the Cloud Work Service when used over 4G Assure or a third-party Internet service.

6 Equipment

6.1 **Use of Purchased Equipment**

Until title in any Purchased Equipment transfers to you in accordance with Paragraph 6.2.2, you will:

6.1.1 keep the Purchased Equipment safe and without risk to health;

6.1.2 only use the Purchased Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;

6.1.3 not make any alterations or attachments to, or otherwise interfere with, the Purchased Equipment, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 6.2.2, nor permit any person (other than a person authorised by BT) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the Purchased Equipment;

6.1.4 not sell, charge, assign, transfer or dispose of or part with possession of the Purchased Equipment or any part of it;

6.1.5 not allow any lien, encumbrance, or security interest over the Purchased Equipment, nor pledge the credit of BT for the repair of the Purchased Equipment or otherwise;

6.1.6 not claim to be owner of the Purchased Equipment and ensure that the owner of the Site(s) will not claim ownership of the Purchased Equipment, even where the Purchased Equipment is fixed to the Site(s);

6.1.7 obtain appropriate insurance against any damage to or theft or loss of the Purchased Equipment; and

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6.1.8 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or misuse of the Purchased Equipment or where the Purchased Equipment is damaged, stolen or lost, except where the loss or damage to Purchased Equipment is a result of fair wear and tear or caused by BT.

6.2 **Purchased Equipment**

6.2.1 **Delivery and Installation of Purchased Equipment**

(a) 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 Site(s).

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

(c) If agreed between both of us in any applicable Order, BT will install any Purchased Equipment at the applicable Site(s) by any agreed dates, but all dates are estimates.

6.2.2 **Transfer of Title and Risk**

(a) Where the Purchased Equipment is delivered to a Site:

(i) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you when you have paid for the Purchased Equipment in full;

(ii) 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

(iii) where BT does not deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment.

6.2.3 **Acceptance of Purchased Equipment**

(a) The Purchased Equipment will be treated as accepted:

(i) where BT does not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and

(ii) where BT installs the Purchased Equipment, the Service Start Date.

6.2.4 **Warranty**

(a) During the period of 12 consecutive months following delivery of the Purchased Equipment (or any other period that BT advises you in a Notice), if you report to BT in accordance with Paragraph 10 that there is an Incident in the Purchased Equipment due to faulty design, manufacture or materials, or BT's negligence, BT will, or will arrange for the manufacturer or other third party to, replace (with the same or an updated model) or (at BT's option) repair the part affected by, or causing, the Incident free of charge, unless:

(i) the Purchased Equipment has not been properly kept, used or maintained in accordance with the manufacturers or BT's instructions, if any;

(ii) the Purchased Equipment has been modified without BT's written consent;

(iii) 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;

(iv) the Incident is due to faulty design by you where the Purchased Equipment has been customised or integrated into your systems to your design; or

(v) the Incident is due to fair wear and tear.

(b) 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 6.2.4(a).

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

6.2.5 **Security**

(a) You will ensure the proper use of any usernames, personal identification numbers and passwords used with the Purchased Equipment, and you will take all necessary steps to ensure that they are kept confidential, secure, and not made available to unauthorised persons.

(b) BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.

6.2.6 **Software Licence**

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On and from the Service Start Date, or, where BT installs any Purchased Equipment, from the date of installation, you will comply with the provisions of any Software licences provided with or as part of any Purchased Equipment.

6.3 **WEEE Directive**

6.3.1 You will comply with Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("**WEEE Directive**") for the costs of collection, treatment, recovery, recycling, and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("**WEEE**").

6.3.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 6.3 is an alternative arrangement to finance the collection, treatment, recovery, recycling, and environmentally sound disposal of WEEE.

6.3.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.

6.4 **Sale of Goods**

The UN Convention on Contracts for the International Sale of Goods will not apply to the Contract.

7 Specific Terms

7.1 **Changes to the Contract**

7.1.1 Subject to the remainder of this Paragraph 7.1, 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 reasonable prior Notice to you.

7.1.2 If BT amends:

(a) the General Terms, this Schedule, any applicable Annex, or the Order; and/or

(b) the Recurring Charges (excluding where applicable any Charges for Add-Ons) other than as a result of the Annual Price Increase,

and the amendment is not exclusively to your benefit, BT will Notify you at least 30 days before the change is to take effect and Paragraph 7.1.6 will apply.

7.1.3 Subject to Paragraph 7.1.4, 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 7.1.6 will apply.

7.1.4 If applicable to the Cloud Work Service, where:

(a) one or more of BT's international partners increases the cost of calls and texts from the UK to other countries; or

(b) one or more of BT's wholesale Roaming partners increases the cost of Services used when Roaming,

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 7.1.6 will apply to you only if the increase is of material detriment to you. We will not increase the Charges for these services in this way more than once in any month.

7.1.5 Where applicable, if BT makes an amendment to an Add-On (including any applicable Charges for Add-Ons) which is not exclusively to 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 us Notice within 30 days of the date of BT's Notice of the change.

7.1.6 Where BT makes an amendment under Paragraph 7.1 to which this Paragraph 7.1.6 is stated to apply, you may terminate the Contract for the Cloud Work Service without paying Termination Charges provided that:

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

(b) you pay all Charges for the Service that are performed during the 30 day notice period.

7.1.7 Paragraphs 7.1.2 to 7.1.5 (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 7.1.6 will apply.

7.1.8 Nothing in this Paragraph 7.1 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 Cloud Work Service. Paragraphs 7.1.6 and 7.1.7 will not apply to such amendments.

7.2 **Annual Price Increase**

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7.2.1 BT reserves the right to include an annual increase to Recurring Charges (rounded up to the nearest whole pence) by a percentage comprised of i) the annual percentage increase in the Consumer Price Index (CPI) rate figure published by the Office for National Statistics in January of that year (ignoring any negative figures) plus ii) 3.9 % ("**Annual Price Increase**").

7.2.2 If applicable the Annual Price Increase will take effect on bills dated on or after 1st April of each year. If the CPI figure is negative in the relevant year, BT will only increase Recurring Charges by 3.9%. The change to Recurring Charges as a result of the Annual Price Increase will not give you the right to terminate the Contract without paying Termination Charges.

7.2.3 The products and services to be included in an Annual Price Increase are set out online at the following link: BT Price List.

7.3 **Minimum Period of Service and Renewal Period**

7.3.1 You may extend the Cloud Work Service, for a Renewal Period at the end of the Minimum Period of Service or a Renewal Period by agreement by both of us in writing.

7.3.2 Where the Cloud Work Service is renewed in accordance with Paragraph 7.3.1:

(a) BT will continue to provide the Cloud Work Service for the new Renewal Period selected;
(b) the User Feature Pack Licences will renew for the Renewal Period;
(c) Add-Ons will continue on a monthly basis;
(d) the Charges agreed between both of us will apply during the Renewal Period; and
(e) both of us will continue to perform each of our obligations in accordance with the Contract.

7.3.3 Where the Cloud Work Service has not been extended in accordance with Paragraph 7.3.1:

(a) BT will continue to provide the Cloud Work Service until the Cloud Work Service is terminated by either one of us;
(b) the User Feature Pack Licences and any Add-Ons will continue on a monthly basis;
(c) BT will invoice you on a monthly basis the Charges applicable to a 1-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.

7.3.4 If either of us gives Notice, in accordance with the Contract, to the other of an intention to terminate the Cloud Work Service at the end of the Minimum Period of Service or a subsequent Renewal Period, BT will cease delivering the Cloud Work Service on the last day of the Minimum Period of Service or subsequent Renewal Period.

7.4 **Termination of Contract**

7.4.1 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:

(a) the Cloud Work Service, any applicable Order;
(b) an individual User Feature Pack Licence; or
(c) any Service Option or Add-On,

by giving 28 days' Notice to the other.

7.4.2 BT may automatically terminate the Cloud Work Service, including the associated User Feature Pack Licences, to a particular Site if your separate contract for Access Service for that Site is terminated for any reason. If this occurs during the Minimum Period of Service or the Renewal Period for that Site, you will pay BT Termination Charges as set out in Paragraph 7.10.3, subject to Paragraph 7.10.5.

7.4.3 If you terminate the Cloud Work Service in accordance with Paragraph 7.4.1, any Service Option or Add-Ons will automatically terminate on expiry of the Notice.

7.5 **Customer Committed Date**

7.5.1 If you request a change to the Cloud Work Service or any part of the Cloud Work Service, including any Purchased Equipment, then BT may revise the Customer Committed Date to accommodate that change.

7.6 **Access to Emergency Services**

7.6.1 BT will provide the ability for Users to call the emergency services by dialling "**999**" or "**112**", or by dialling the emergency service numbers applicable to the country in which the Site is located subject to Paragraph 7.6.2 below, but caller location information will only be provided by BT if you:

(a) inform BT of the geographic location of calling numbers to enable BT to maintain a database of calling numbers and geographic locations;
(b) inform BT immediately of any changes to those locations; and

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(c) configure your Cloud Work Service to accurately convey correct calling number locations.

7.6.2 You will provide all reasonable assistance to enable BT to add the correct emergency address to the routing information in order for BT to route the call to the relevant emergency address, failing which you will provide a separate break out for emergency calls from the relevant Site(s).

7.6.3 Your failure to comply with the requirements of Paragraph 7.6.2 will constitute a material breach of the Contract. Subject to Clause 22.2 of the General Terms, BT accepts no responsibility or liability in the event of your failure to comply with Paragraph 7.6.2.

7.6.4 You will ensure that Users have other means of accessing the emergency services if an IP Phone is moved from a Site, and is used away from your registered Sites.

7.6.5 BT will not guarantee your ability to use the Cloud Work Service to make emergency calls at all times, including where:

(a) there is a failure of mains power or Access Service;
(b) there is a failure of Internet service or connectivity;
(c) you are accessing the Cloud Work Service from a mobile device and are not using the mobile network;
(d) there is a failure of access to the Cloud Work Service;
(e) BT has suspended or interrupted the Cloud Work Service for any reason, including Maintenance; or
(f) your LAN and WAN networks are not adequate or resilient; and

therefore, BT recommends that you consider an alternative means to support emergency calls.

7.6.6 If you have requested BT to supply the Cloud Work Service to Site(s) in Italy, with regard to Paragraph 7.6.2, you acknowledge that in such a case, the geo location of the calls to the emergency services cannot be guaranteed. BT is required by law to provide details of your Users and their numbers to comply with Italian laws and regulations. You will inform the emergency services from which place in the Italian territory you are calling. You must notify BT with the details of any change or update to your address or other registration information.

7.6.7 Every network number is registered to a Site address in your network and where an emergency call is made the location information received by the emergency services will be the Site address. Where a network number is reallocated from one Site to another, 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 of the Site before the network telephone number was reallocated.

7.7 **EULA**

7.7.1 BT will only provide the Cloud Work Service if you have entered into the end user license agreement in the form set out at any web-link or other location that BT or the Supplier may notify to you, as may be amended, or supplemented from time to time ("**EULA**").

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

7.7.3 For the purposes of the EULA, the following Service Options: AI Receptionist, AI Assistant and AI Conversation Expert, shall each be deemed to constitute an AI Enabled Product as such term is defined in the EULA.

7.7.4 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the EULA, BT may restrict or suspend the Cloud Work Service upon reasonable Notice, and:

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

7.7.5 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 of you as such loss or damage will not be enforceable against BT.

7.7.6 Where the EULA is presented in a 'click to accept' function and you require BT to configure or install Software on your behalf, BT will do so as your agent and bind you to the EULA.

7.8 **Telephone Numbers**

7.8.1 You will not own any telephone number related to the Cloud Work 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 Cloud Work Service.

7.9 **Invoicing**

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7.9.1 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 advance (depending on your billing frequency) and for any period where the Cloud Work Service is provided for less than one month, the Recurring Charges for the User Feature Pack Licences will be calculated on a daily basis and charged in arrears;

(b) Usage Charges, calculated at the then current rates and deducted from a prepaid Service credit. Once the Service credit is fully depleted, a new prepaid credit Charge will be automatically applied to your next invoice;

(c) any Charges for the Service Options and chargeable Add-ons as set out in Section 56, Part 18, Subpart 11 of the BT Price List;

(d) 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;

(e) any Charges for Professional Services and AI Professional Services as set out in Section 56, Part 18, Subpart 11 of the BT Price List; and

(f) any Termination Charges incurred in accordance with Paragraph 7.10 upon termination of the relevant Cloud Work Service.

7.9.2 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 Service in accordance with Paragraph 8.2 outside of Business Hours;

(c) Charges for Late Changes as set out in Section 56, Part 18, Subpart 11 of the BT Price List;

(d) Out of Scope Charges as set out in Section 56, Part 18, Subpart 11 of the BT Price List;

(e) where BT has made reasonable efforts to schedule an AI Professional Services session, and for whatever reason you do not attend or cancel such session, BT may charge an admin fee to cover the outreach and scheduling works;

(f) Charges for overage relating to your AIA usage incurred in accordance with Paragraph 7.24, as set out in Section 56, Part 18, Subpart 11 of the BT Price List;

(g) Charges for AIR Overage Minutes incurred in accordance with Paragraph 7.23.4, as set out in Section 56, Part 18, Subpart 11 of the BT Price List; and

(h) any other Charges 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.

7.10 **Cancellation Charges and Charges at the end of the Contract**

7.10.1 **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 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.

7.10.2 **Charges at the end of the Contract**

If you terminate the Contract, the Cloud Work Service, any applicable Order, or an individual User Feature Pack Licence 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) any other Charges as set out in any applicable Order; and

(c) any charges reasonably incurred by BT from a Supplier as a result of your early termination.

7.10.3 In addition to the Charges set out at Paragraph 7.10.2 above, if:

(a) BT terminates during the Minimum Period of Service or any Renewal Period, a Cloud Work Service, including the associated User Feature Pack Licences, to a particular Site because your separate contract for Access Service for that Site is terminated for any reason; or

(b) you terminate during the Minimum Period of Service or any Renewal Period,

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you will pay BT Termination Charges equal to 70 per cent of the Recurring Charges of the relevant User Feature Pack Licences being terminated for any remaining months of the Minimum Period of Service or the Renewal Period.

7.10.4 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. Only a single refund will be applied in each billing cycle.

7.10.5 The Termination Charges in Paragraph 7.10.3 will not apply where a separate contract with BT for the Access Service was terminated because:

(a) Clauses 18 and 19 of the General Terms apply;
(b) BT terminated the separate contract for Access Service for convenience under Clause 17 of the General Terms; or
(c) you terminated the separate contract for Access Service for convenience because BT has made a change to the contract for Access Service and notified you that you had a right to terminate the contract for Access Service as a result of the change.

7.10.6 You will not have to pay Termination Charges if you have given BT Notice to terminate the Contract for convenience during the Minimum Period of Service or Renewal Period 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 7.10.6 does not apply to Bespoke Contracts.

7.10.7 If BT terminates the Contract during the Minimum Period of Service or any Renewal Period, a Cloud Work Service, including the associated User Feature Pack Licences, to a particular Site because you do not pay what you owe under the Contract, in addition to other rights and remedies, BT may charge you the Termination Charges set out in Paragraph 7.10.3.

7.11 **Content**

7.11.1 Where BT provides you with Content:

(a) the use of Content is at your own risk;
(b) the Content may change from time to time;
(c) the Content will only be used for its own purposes and is protected by copyright, trademark, and other Intellectual Property Rights;
(d) you will not copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the Content;
(e) BT will not guarantee the accuracy or completeness of the Content;
(f) some of the Content will have its own terms which may be displayed online or elsewhere. You will comply with any applicable terms when accessing Content;
(g) access to any Content provided on a subscription basis as part of the Cloud Work Service will cease when this Contract ends;
(h) BT will have no obligation to store Content or any responsibility if stored Content is lost or deleted; and
(i) BT recommends that you save copies of information you wish to keep on other devices not connected with the Service.

7.12 **PCI DSS Compliance Obligations**

7.12.1 The Cloud Work Service is not compliant with PCI DSS and you will not use the Cloud Work Service for the processing, storage or transmission of any Cardholder Data or any data that is subject to PCI DSS.

7.12.2 You will be responsible for ensuring that the Cloud Work Service does not affect the security of any other service you may have that contain data subject to PCI DSS.

7.12.3 You will indemnify BT for any Claims, losses, costs or liabilities that BT incurs as a result of you storing, processing or transmitting data that is subject to PCI DSS.

7.13 **Content for Music on Hold**

7.13.1 Where you provide Content for Music on Hold, you:

(a) warrant that you have obtained in writing all necessary rights, clearances and permissions to allow BT to provide Music on Hold using the Content, including any associated copying, storage, streaming or playing of the Content;
(b) will obtain all necessary licences from the Performing Right Society (PRS), Mechanical Copyright Protection Society (MCPS), Phonographic Performance Limited (PPL) or any copyright holder; and
(c) will pay any royalties or other charges to use the Content for Music on Hold.

7.13.2 You will indemnify BT for any Claims, losses, costs, or liabilities brought against BT that results from or relates to your failure to comply with this Paragraph 7.13.

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7.13.3 Where any Content that you provide for Music on Hold becomes, or BT reasonably believes is likely to become, the subject of a Claim of infringement of any third party's Intellectual Property Right or breach of any licensing requirement, BT may:

(a) delete the Content and replace the deleted Content with non-infringing Content; or
(b) disable the Music on Hold feature.

7.14 **Resale**

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

7.15 **Use of the Cloud Work Service**

7.15.1 You will not allow the Cloud Work Service to be used in any way that does not comply with any instructions BT has given to you or in breach of this Contract and must not attempt to circumvent any security measures.

7.15.2 You will be able to access the Cloud Work Service with any IP Phone and Headsets:

(a) from the Cloud Work portfolio, or
(b) not provided by BT under this Contract; and

(i) approved by BT; or
(ii) configured by you for use with the Cloud Work Service,

but some or all the functionality of the IP Phone and/ or Headsets may not be available with the Cloud Work Service.

7.15.3 You will only use the Cloud Work Service in the authorised countries set out in your Contract.

7.15.4 You will pay any Charges associated with any changes required to your IP Phone network (including the need for additional bandwidth) as a result of voice and data usage.

7.16 **Geographical and Non-geographical Number Porting**

7.16.1 Where you wish to port any Geographical Number(s) or Non-geographical Number(s) to BT, you will:

(a) provide BT with full and accurate details of the Geographical Number(s) or Non-geographical Number(s) to be ported;
(b) 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
(c) sign any letter of authority reasonably required by BT authorising the porting of the Geographical Number(s) or Non-geographical Number(s).

7.16.2 BT will provide you with a Port Date.

7.17 **BT Cloud Work Portal**

7.17.1 BT will make available online via the BT Cloud Work Portal details of your Cloud Work Service, including configuration information.

7.17.2 BT will use reasonable endeavours to provide uninterrupted access to the BT Cloud Work Portal, but BT does not guarantee that the BT Cloud Work Portal will be available at all times or will be fault free.

7.17.3 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 BT Cloud Work Portal including all information, materials and Content, or the way BT provides the BT Cloud Work Portal; or
(c) without notice, interrupt or suspend access to the BT Cloud Work Portal but will restore access as quickly as possible.

7.17.4 In addition to Clause 15 of the General Terms, BT may, without Notice, restrict or suspend your access to or use of the BT Cloud Work Portal, or any part of it, 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.

7.18 **Additional User Feature Pack Licences**

7.18.1 You may apply to add User Feature Pack Licence(s) to the Contract at any time.

7.18.2 The additional User Feature Pack Licence(s) will commence from the date requested and will run co-terminus with the Minimum Period of Service for your subscribed Cloud Work Service.

7.19 **Cloud Work International Office**

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7.19.1 You will either order a geographic number range from BT or request that BT ports in your existing geographic number range from your existing supplier. Number porting will be conducted only in accordance with any locally applicable regulation and if it is technically possible to do so.

7.19.2 Supply of Service to Site(s) in Italy:

(a) Cloud Work International Office allows nomadic use of numbers within all the Italian telephone districts (i.e. limited to the Italian territory);

(b) You will comply with all the applicable mandatory Italian laws and regulations that apply in the field of use of the numbering and, in particular, the Resolution 8/15/CIR and subsequent modifications and additions thereof;

(c) You accept that Cloud Work International Office cannot be used on mobile networks.

7.20 **Migration**

7.20.1 If you migrate from the Cloud Work Service to another BT service, BT may charge you Termination Charges unless the migration is an upgrade to a BT service with a contract that has, in BT's reasonable opinion, a value equal to or higher than this Contract.

7.21 **Activation of Cloud Work Service**

7.21.1 You will request BT to activate your Cloud Work Service in accordance with Paragraph 8.2.1. In order to ensure that all User Feature Pack Licences are activated, this activation will happen anytime within six months from the Effective Date for all User Feature Pack Licences within your Contract, depending on your need for activation of User Feature Pack Licences and BT's availability to deliver the Cloud Work Service.

7.21.2 If you do not activate your Cloud Work Service in accordance with Paragraph 7.21.1, BT will activate your Cloud Work Service automatically after the six months from your Effective Date.

7.22 **Use of Artificial Intelligence**

7.22.1 You acknowledge that AI Receptionist, AI Assistant and AI Conversation Expert each rely upon the use of AI. AI Outputs or results produced using AI are for informational purposes only and may not be fully accurate.

7.22.2 BT makes no representations or warranties regarding the legality, regulatory compliance, or fitness for purpose of AI Receptionist, AI Assistant and AI Conversation Expert, including any AI Outputs. You acknowledge and agree that you are solely responsible for ensuring that the deployment, use, or provision of access to AI Receptionist, AI Assistant and AI Conversation Expert complies with all applicable laws and regulations.

7.23 **AIR Minute Bundle(s) and AIR Usage**

7.23.1 You may increase your monthly AIR Minute Bundle(s) via the BT Cloud Work Portal. Charges for such increases will be as set out in the BT Price List.

7.23.2 AIR Minute Bundles cannot be decreased via the BT Cloud Work Portal, however you may decrease AIR Minute Bundles via your BT sales agents.

7.23.3 Any change to an AIR Minute Bundle in accordance with Paragraphs 7.23.1 or 7.23.2 will be effective immediately and will continue to apply for the remaining duration of the AI Receptionist Add-On, unless and until further amended.

7.23.4 Unless you choose the alternative configuration described in Paragraph 7.23.5 below, if your Aggregate AIR Usage exceeds the Maximum AIR Usage under your AIR Minute Bundle order in effect for a particular month, then AI Receptionist will cease to function for the remainder of the applicable monthly billing cycle and all calls to your instance of the AI Receptionist will be routed to a back-up extension designated in your configuration.

7.23.5 Using the BT Cloud Work Portal, you may configure AI Receptionist to continue functioning after your Aggregate AIR Usage exceeds the Maximum AIR Usage under your AIR Minute Bundle order in effect for a particular month. Each additional minute of usage beyond your Maximum AIR Usage per calendar month will constitute an "**AIR Overage Minute**", and BT will charge you for each AIR Overage Minute consumed in accordance with the Charges set out in the BT Price List.

7.23.6 You may also use the BT Cloud Work Portal to set a maximum number of AIR Overage Minutes that may be consumed in a month (the "**AIR Overage Limit**"). Once you reach the applicable AIR Overage Limit:

(a) AI Receptionist will cease to function for the remainder of the applicable monthly billing cycle; and

(b) all calls to your instance of AI Receptionist will be routed to a back-up extension designated in your configuration.

7.23.7 If, in any calendar month, your Aggregate AIR Usage is less than your Maximum AIR Usage, unused minutes in the purchased AIR Minute Bundle(s) shall expire, not roll over for use in any subsequent months, and not entitle you to any refunds or credits for unused minutes.

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7.23.8 You may increase, decrease or remove the AIR Overage Limit, as applicable, via the BT Cloud Work Portal. Charges for AIR Overage Minutes will be as set out in the BT Price List.

7.23.9 Any change to the AIR Overage Limit in accordance with Paragraph 7.23.8 will be effective immediately and will continue to apply for the duration of the AI Receptionist Add-On, unless and until further amended.

7.24 **AIA Usage Limit**

If your AIA Usage exceeds the AIA Usage Limit, BT may invoice you for Charges for overage, as set out in the BT Price List.

7.25 **Amendments to the General Terms**

7.25.1 The wording in Clause 12.6 of the General Terms is deleted and replaced with the following:

12.6 The indemnity in Clause 12.5 will not apply to any part of a Claim that results from or is connected with:

12.6.1 your use of any of the Service with equipment, software or another service BT has not supplied;

12.6.2 your modifying the Service without BT's permission;

12.6.3 any content, designs or specifications that have not been supplied by BT or on BT's behalf;

12.6.4 your using the Service in a way BT has not agreed; or

12.6.5 AI Outputs resulting from your use of AI Receptionist, AI Assistant and/or AI Conversation Expert.

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Part B – Service Delivery and Management

8 BT's Obligations

8.1 **Service Delivery**

Before the Service Start Date and, where applicable, throughout the provision of the Cloud Work Service, BT:

8.1.1 will provide you with contact details for a Service Desk that will be available:

(a) during Business Hours on Business Days for Cloud Work Entry Users and Cloud Work Basic Users and any Single User Accounts; and

(b) 24x7x365 Cloud Work Connect Users for Cloud Work Connect+ HD Video Meetings Users and Cloud Work Collaborate Users, excluding Single User Accounts;

8.1.2 will 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;

8.1.3 will provide you with a Customer Committed Date and will use reasonable endeavours to meet any Customer Committed Date, but all dates are estimates; and

8.1.4 will use reasonable endeavours to meet any timescales for Professional Services, but all dates are estimates and are dependent upon the accuracy and completeness of the information that you supply to BT and the degree of assistance that you provide to BT.

8.2 **Commissioning of the Service**

Before the Service Start Date, BT will:

8.2.1 activate the Cloud Work Service;

8.2.2 on the date that BT has completed the activation of the Cloud Work Service, confirm to you the Service Start Date; and

8.2.3 in relation to the Professional Services:

(a) demonstrate that the Professional Service Components have been completed and require your Acceptance;

(b) after the date that you have Accepted the Professional Service Components in accordance with Paragraph 9.3 activate the Cloud Work Service; and

(c) on the date that BT has completed the activation of the Cloud Work Service, confirm to you the Service Start Date.

8.3 **During Operation**

On and from the Service Start Date, BT:

8.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if you report an Incident on the BT Network;

8.3.2 will maintain the BT Cloud Work Portal as set out in Paragraph 7.17;

8.3.3 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 or Purchased Equipment, however, BT may inform you with less notice than normal where Maintenance is required in an emergency;

8.3.4 may, in the event of a security breach affecting the Cloud Work Service, require you to change any or all your passwords;

8.3.5 may withdraw any Software at any time; and

8.3.6 will acquire specific voice traffic data and content as part of the delivery, support, reporting and billing processes on the BT Network. BT will not share such traffic data and content with any third party and will store the traffic data and content in order to comply with your agreed support, reporting and billing needs.

8.4 **The End of the Cloud Work Service**

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

8.4.1 may delete any Content; and

8.4.2 will terminate your right to access and use the BT Cloud Work Portal.

9 Your Obligations

9.1 **Service Delivery**

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

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9.1.1 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;

9.1.2 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 Cloud Work Service;

9.1.3 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);

9.1.4 ensure that the LAN protocols and applications you use are compatible with the Cloud Work Service;

9.1.5 prepare and maintain the Site(s) for the installation of BT Equipment and Purchased Equipment and supply of the Cloud Work Service, including:

(a) providing a suitable and safe operational environment for any BT Equipment or Purchased Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and applicable installation standards;

(b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect BT Equipment or Purchased Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance services;

(c) carry out any work that may be required after installation to make good any cosmetic damage caused during installation or maintenance;

(d) provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the Cloud Work Service, BT Equipment or Purchased Equipment at such points and with such connections as BT specifies, and, to mitigate any interruption to the Cloud Work Service resulting from failure in the principal power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards; and

(e) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate;

9.1.6 appoint an Administrator who will be responsible for Cloud Work Service management and administration including:

(a) service configuration;

(b) User account set-up including password management and provision of administration rights; and

(c) suspension or deletion of User accounts that should not be active;

9.1.7 ensure that the Administrator will:

(a) follow, and will be responsible for ensuring that Users follow, best business practice for password security and management;

(b) allow administration rights only to those Users who need them, conduct regular audits and take action to remove rights as necessary; and

(c) immediately delete a User account if it is no longer required;

9.1.8 immediately inform BT of any changes to the name and contact details of the Administrator;

9.1.9 select either Professional Services Light or Professional Services Remote Implementation where your Order includes implementation of 100 or more User Feature Pack Licences;

9.1.10 where you select 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 Deliverable 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;

9.1.11 install the IP Phones and connect them to your network;

9.1.12 install the analogue terminal adaptors;

9.1.13 in relation to Cloud Work Engineer Install:

(a) ensure a safe working environment on the Site;

(b) advise of any hazards or access requirements to the Site; and

(c) provide access to the Internet/wifi for the BT Engineer to perform their functions;

9.1.14 ensure that you have purchased the quantity of licences or features that is required to fulfil your needs as set out in the Order.

9.2 **During Operation**

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On and from the Service Start Date, you will:

9.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;

9.2.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;

9.2.3 monitor and maintain any Customer Equipment connected to the Cloud Work Service or used in connection with a Cloud Work Service;

9.2.4 ensure that any Customer Equipment that is connected to the Cloud Work Service or that you use, directly or indirectly, in relation to the Cloud Work Service is:

(a) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means;

(b) adequately protected against viruses and other breaches of security;

(c) technically compatible with the Cloud Work 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;

9.2.5 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. Regardless of what it says elsewhere in the Contract, if you do not immediately disconnect any Customer Equipment, or advise BT to do so at your expense in accordance with this Paragraph 9.2.5, BT may suspend an affected Cloud Work Service immediately;

9.2.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Cloud Work Service;

9.2.7 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Cloud Work 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 Cloud Work 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 Cloud Work Service if BT requests you to do so to ensure the security or integrity of the Cloud Work Service.

9.2.8 ensure that the maximum number of Users of IP Phones will not exceed the permitted number of User identities as set out in any applicable Order;

9.2.9 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 Cloud Work Service;

9.2.10 only connect IP Phones and/or Headsets that you have purchased from the Cloud Work portfolio to the Cloud Work Service, IP Phones and/or Headsets owned by you and approved by BT or IP Phones and/or Headsets that have been configured for use with the Cloud Work Service as set out in Paragraph 7.15.2; and

9.2.11 subject to Paragraphs 7.4.2, 7.10.3 and 7.10.5, not terminate the Access Service or allow the Access Service to be terminated.

9.3 **Acceptance of Professional Services**

9.3.1 You will confirm if you Accept the Professional Service Components within two calendar days after receiving Notice from BT in accordance with Paragraph 8.2.3 ("**Acceptance Period**").

9.3.2 The Professional Service is Accepted by you if you confirm Acceptance in writing during the Acceptance 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 Period.

9.3.3 If, during the Acceptance Period, you provide BT Notice that you do not Accept the Professional Service Components BT will remedy the non-conformance without undue delay and provide you Notice that BT has remedied the non-conformance and requires Acceptance in accordance with Paragraph 9.3.2.

10 Notification of Incidents

Where you become aware of an Incident:

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10.1 the Customer Contact will report it to the Service Desk;

10.2 BT will give you a Ticket; and

10.3 BT will use reasonable endeavours to resolve the Incident as soon as reasonably practicable.

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Part C – Service Levels

11 Port Date Service Level

11.1 **Port Date Service Level**

Where you have requested BT to port any Geographical Number(s) or Non-Geographical Number(s) to BT in accordance with Paragraph 7.16, BT aims to port the Geographical Number(s) or Non-geographical Number(s) on or before the Port Date ("**Port Date Service Level**").

11.2 **Port Date Service Credits**

11.2.1 If BT fails to port a Geographical Number or a Non-geographical Number by the Port Date, you may claim Port Date Service Credits for each day after the Port Date until the date that Geographical Number or Non-geographical Number is ported at a daily rate equal to the monthly Recurring Charge for the associated User Feature Pack Licence (excluding VAT) divided by 30 and multiplied by 1.5 for each whole or part day BT is late in porting the number.

11.2.2 You may request Port Date Service Credits within 90 days of BT confirming that the delayed Geographical Number or Non-geographical Number porting has been completed by phoning 08003890598 or as otherwise advised by BT. Any failure by you to submit a claim in accordance with this Paragraph 11.2.2 will constitute a waiver of any claim.

11.2.3 Upon receipt of a valid request for Port Date Service Credits in accordance with Paragraph 11.2.2:

(a) BT will issue you with Port Date Service Credits by deducting the Port Date Service Credit from your invoice within two billing cycles of the request being received: and

(b) following termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Port Date Service Credit in a reasonable period of time.

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

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

11.4.1 in the event that Clause 8 or Clause 23 of the General Terms applies;

11.4.2 during any trial period of the Cloud Work Service;

11.4.3 where BT has agreed to Geographical Number or Non-geographical Number porting outside of Business Hours; or

11.4.4 if in BT's reasonable opinion:

(a) someone other than BT (including the previous service provider) 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 Service Start Date has been delayed for other reasons.

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Part D – Defined Terms

12 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.

"**4G**" means Long Term Evolutions (LTE) and is used for both voice and data services. You may use 4G services when you are in range of a 4G base station.

"**4G Assure**" means BT's resilience service that in the event your Access Service fails, will, if you have purchased this service as part of your Access Service, enable you to automatically switch over to the BT 4G network.

"**Acceptance**" or "**Accept**" means confirmation of completion of the Professional Service Components as set out in Paragraph 9.3.2 save for any minor non-conformities that will be resolved as an Incident in accordance with Paragraph 10.

"**Acceptance Period**" has the meaning given to it in Paragraph 9.3.1.

"**Access Service**" means BT Business Broadband, BT Business Infinity, BTnet or BT IP Connect UK or a third-party Internet service.

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

"**Add-On**" means an additional service which is either provided with no minimum period of service or has a minimum period of service or notice period of 30 days or less (including value added services and add-ons with a 30 day or less notice period that renew automatically).

"**Aggregate AIR Usage**" means the aggregate number of minutes (rounded up to the nearest minute) of AIR Usage, as applicable in a month.

"**AI**" means any machine-based system with a component of machine learning or autonomous reasoning or decision making that can, for a given set of defined objectives, train on data and develop models to make predictions, recommendations, or decisions influencing real or virtual environments.

"**AI Assistant**" means the Service Option set out in Paragraph 3.9.

"**AIA Usage Limit"** means the monthly allowance of five hundred (500) minutes of AIA Usage allocated to each User, calculated on a per-User basis, with each per-User allowance pooled and treated as a single aggregated monthly allowance across your account.

"**AIA Licence**" means a licence that you acquire from BT to enable a User to use AI Assistant.

"**AIA Usage**" means the following interactions that consume minutes of AI Assistant, rounded up in thirty (30) second increments: inbound and outbound calls that use AI notes, transcriptions and closed captions.

"**AI Conversation Expert**" means the Service Option set out in Paragraph 3.10.

"**AI Output**" means any and all content, data or output that is created or generated by AI Receptionist, AI Assistant and/or AI Conversation Expert.

"**AI Professional Services**" means the Service Option set out in Paragraph 3.11.

"**AI Receptionist**" means the Service Option set out in Paragraph 3.8.

"**AIR Minute Bundle(s)**" means a monthly recurring AIR Licence that entitles you and your Users to AIR Usage in increments of one hundred (100) minutes in the aggregate each month, as set out in the applicable Order.

"**AIR Licence**" means a licence that you acquire from BT to enable a User to use AI Receptionist.

"**AIR Usage**" means inbound calls that consume minutes of your AIR Minute Bundle(s). Metering starts once the AI Receptionist is connected with a caller, and stops once the call is ended, or transferred, in all cases rounded up in thirty (30) second increments. In the event that there is no response from a caller for thirty (30) seconds when interacting with AI Receptionist, the call is transferred to your backup extension designated in the BT Cloud Work Portal.

"**Annual Price Increase**" has the meaning given to it in Paragraph 7.2.1.

"**Auto Receptionist**" means the feature in which anyone dialling the specified number will be greeted with options to specify the route of the Call to a specific User or team.

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

"**BT Business Broadband**" means a service from BT that provides high speed network access to the Internet, as further described at https://business.bt.com/products/broadband/.

"**BT Business Infinity**" means any of the infinity broadband services from BT with further details set out at https://business.bt.com/products/broadband/.

"**BT Cloud Work Portal**" means the Cloud Work Service secure shared web portal which enables you to view service information, manage and administer the Cloud Work Service.

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"**BT Engineer**" means qualified individuals acting on behalf of BT which can aid in the deployment, configuration and/or training of your Cloud Work Service at your Site.
"**BT IP Connect UK**" means BT's IP Connect UK service that connects all your sites to a single private IP VPN, converging your voice, data, and video applications into a single IP network.
"**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).
"**BTnet**" means a BT data service that allows you to connect to the Internet using a range of access methods at a variety of speeds over the BT Network.
"**Business Hours**" means between the hours of 08:00 and 18:00 in a Business Day.
"**Business Requirement Deliverable**" means the document that forms the core of the Planning and Design phase of Professional Services with further details in the Order.
"**Business Skills Training**" means access to training and information as may be provided from time to time by a third-party training supplier and made available to you on the Learning Management Portal.
"**Call**" means a signal, message or communication that is silent, spoken, or visual.
"**Call Routing**" means the feature that enables passing a Call onwards to a specified User or team.
"**Cloud Work Basic**" means the Cloud Work User Feature Pack that includes all the features of the Cloud Work Entry and some additional features with further details set out at Section 56, Part 18, Subpart 11 of the BT Price List.
"**Cloud Work Collaborate**" means the Cloud Work User Feature Pack that includes all the features of the Cloud Work Connect+ HD Video Meetings and some additional features with further details set out at 56, Part 18, Subpart 11 of the BT Price List.
"**Cloud Work Connect**" means the Cloud Work User Feature Pack that includes all the features of the Cloud Work Basic and some additional features with further details set out at 56, Part 18, Subpart 11 of the BT Price List.
"**Cloud Work Connect+ HD Video Meetings**" means the Cloud Work User Feature Pack that includes all the features of the Cloud Work Connect and some additional features with further details set out at Section 56, Part 18, Subpart 11 of the BT Price List.
"Cloud Work Digital Adoption" has the meaning given in Paragraph 3.7.1.
"**Cloud Work Engineer Install**" means the work performed by a BT Engineer on the Site.
"**Cloud Work Engineer Install Component**s" means those elements of the Cloud Work Engineer Install as set out in Paragraph 3.5 that you place on the Order.
"**Cloud Work Entry**" means the Cloud Work User Feature Pack with further details set out at Section 56, Part 18, Subpart 11 of the BT Price List.
"**Cloud Work International Office**" means Service Option which allows Users based outside of UK to use the Cloud Work Service.
"**Cloud Work Service**" has the meaning given to it in Paragraph 1.
"**Content**" means information made available, displayed, or transmitted in connection with a Cloud Work Service including applications, data, information, 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 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 Cloud Work Service.
"**Enabling Service**" has the meaning given in Paragraph 5.1.
"**Ethernet**" means a family of computer networking technologies for LANs.
"**EU**" means the European Union.
"**EULA**" has the meaning given in Paragraph 7.7.1.
"**General Terms**" means the general terms that this Schedule is attached to, or where not attached to this Schedule, can be found at www.bt.com/terms, and form part of the Contract.
"**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 Cloud Work Service means a telephone number starting with 01 and 02.
"**Guru Sessions**" means pre-booked training sessions delivered remotely in which a third-party specialist will provide you with training or guidance on specific feature(s) of the Cloud Work Service.
"**Headset**" means the set of headphones sold with the Cloud Work Service, typically with a microphone attached, used especially in telephony and radio communications.
"**HD Video Meeting**" means the web meetings and high-definition video meetings features that BT provides as part of the Cloud Work Service.
"**Incident**" means an unplanned interruption to, or a reduction in the quality of, the Cloud Work Service or element of the Cloud Work Service.
"**Internet**" means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

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"**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 Phones**" means the range of phones that use voice over IP technologies for placing and transmitting telephone calls over an IP network, such as the Internet, instead of the traditional PSTN and that are configured for use with the Cloud Work Service.
"**Late Changes**" means any changes or delays made in the 10 calendar days immediately before an agreed and scheduled Site visit.
"**Learning Management Portal**" means a browser-based portal which can be accessed remotely.
"**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).
"**Linked Contract**" means a 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.
"**Maximum AIR Usage**" means, with respect to you and a calendar month, a number of minutes equal to (a) one hundred (100) minutes *multiplied by* (b) your AIR Minute Bundle order in effect for that month.
"**Minimum Period of Service**" means a period of 12, 24, 36 or 60 consecutive months beginning on the Service Start Date, as set out in any applicable Order.
"**Music on Hold**" means a feature that provides a continuous broadcast of music to callers in a queue or on call hold.
"**Non-geographical Number**" means public telephone numbers in the UK (excluding Channel Islands) in the number space governed by Ofcom, not linked with a geographic location and for the Cloud Work Service means a telephone number starting with 03.
"**Number Porting**" has the meaning given to it in Paragraph 3.4.4 and as further described in the Order.
"**Out of Scope Charges**" means any additional work carried out on Professional Services because of changes requested that are outside of the scope of the Professional Services set out in the Order.
"**Planned Maintenance**" means any Maintenance BT has planned to do in advance.
"**Planning and Design**" means the onsite engagement as part of Professional Services Remote Implementation to capture the details of your existing environment and plan for the future environment as further described in any applicable Order.
"**Port Date**" means the date that BT provides to you on which your existing Geographical Number or Non-Geographical Number will be ported, and the Cloud Work Service made available to you on that number.
"**Port Date Service Credit**" means the Service Credit available for a failure to meet the Port Date Service Level as set out in Paragraph 11.1.
"**Port Date Service Level**" has the meaning given in Paragraph 11.1.
"**Professional Service Components**" means those elements of the Professional Services as set out in Paragraph 3.4.4 that you place on the Order.
"**Professional Services**" means Professional Services Light, Professional Services Remote Implementation and any applicable services provided by BT which are labour related services.
"**Professional Services Light**" means the Professional Services option that includes Project Management and Number Porting with further details set out in the Order.
"**Professional Services Remote Implementation**" means the Professional Services option that includes Project Management, Number Porting, Planning and Design, Business Requirement Deliverable, UI Build Out and Remote Training Sessions with further details set out in the Order.
"**Project Management**" has the meaning given to it in Paragraph 3.4.4 and as further described in the Order.
"**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 Service or applicable part of the Cloud Work Service that are invoiced repeatedly in every payment period (e.g., every month), as set out in any applicable Order.
"**Remote Training Sessions**" has the meaning given to it in Paragraph 3.4.4 and as further described in the Order.
"**Renewal Period**" means for each Cloud Work Service, a period of 12, 24, 36 or 60 months following the Minimum Period of Service, and each subsequent 12-, 24-, 36- or 60-month period as agreed by both of us in accordance with Paragraph 7.3.1.
"**Roaming**" means connecting to a non-UK mobile network, whether within the EU or anywhere outside the UK.
"**Service Desk**" means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the Cloud Work Service.
"**Service Management Boundary**" has the meaning given in Paragraph 4.
"**Service Options**" has the meaning given in Paragraph 3.
"**Single User Account**" means an account with only one User Feature Pack Licence.
"**Site**" means a location at which the Cloud Work Service is provided.
"**Soft Skills Training**" means access to training and information as may be provided from time to time by a third-party training supplier and made available to you on the Learning Management Portal.
"**Standard Service Components**" has the meaning given in Paragraph 2.

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"**Supplier**" means RINGCENTRAL UK LTD whose registered office is at Level 3, 5 Aldermanbury Square, London, United Kingdom, EC2V 7HR (Company Number 06737634).
"**Ticket**" means the unique reference number provided by BT for an Incident and that may also be known as a "**fault reference number**".
"**UI Build out**" has the meaning given to it in Paragraph 3.4.4 and as further described in the Order.
"**Usage Charges**" means the Charges for the Cloud Work Service or applicable part of the Cloud Work 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 Service, or the number of minutes the Cloud Work Service was used for) with the relevant fee as set out in any applicable Order.
"**User Feature Pack Licence**" means a licence that you acquire from BT to enable a User to use the Cloud Work Service.
"**User Feature Pack**" means Cloud Work Entry, Cloud Work Basic, Cloud Work Connect, Cloud Work Connect+ HD Video Meetings or Cloud Work Collaborate.
"**Virtual Private Network**" or "**VPN**" means a network that appears private to users while being provided over network infrastructure that is shared with other customers. Unless otherwise agreed in writing, communications over your VPN are restricted to those sites belonging to your VPN.
"**WEEE Directive**" has the meaning given in Paragraph 6.3.1.
"**WEEE**" has the meaning given in Paragraph 6.3.1.
"**Wide Area Network**" or "**WAN**" means the Access Service or any other network through which you connect to the Cloud Work Service.

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