



# Cloud Work RingCX

## Annex to the Cloud Work Schedule

### Contents

A note on 'you' .....	2
Words defined in the General Terms .....	2
This Annex.....	2
Part A – The Cloud Work RingCX Service .....	2
1 Service Summary.....	2
2 Standard Service Components .....	2
3 Service Options .....	3
4 Service Management Boundary .....	3
5 Associated Services .....	3
6 Specific Terms.....	4
Part B – Service Delivery and Management.....	9
7 BT's Obligations .....	9
8 Your Obligations.....	9
Part C – Service Levels .....	12
9 Service Levels .....	12
Part D – Defined Terms .....	13
10 Defined Terms.....	13



## 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 RingCX Service

### 1 Service Summary

BT will provide you with a right to access and use a cloud-based Contact Centre which will enable you to communicate with your clients in a contact centre environment, 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 RingCX 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:

- (a) **IVR Only:** a Contact Centre offering which provides access to intelligent IVR routing as a standalone feature;
- (b) **Agent:** a Contact Centre offering which provides access to the following features:
  - i. access to intelligent IVR routing;
  - 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;
  - iv. an Administrator interface to configure and control the Contact Centre, including the ability to configure User access; and
  - v. an analytics interface to present real-time, near real-time and historical data to aid efficient performance of a Contact Centre.

2.1.2 For each **Agent Licence Pack**, you will select from one of the following license models, which must be the same for all Users:

- (a) **Named Agent:** a licensing model where each licence is assigned to a specific User, typically identified by their name or unique credentials; and
- (b) **Concurrent Agent:** a licensing model which enables a specific number of Users to access the Cloud Work RingCX Service simultaneously.

2.2 **Cloud Work RingCX 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.

#### 2.3 Professional Services

2.3.1 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 Paragraph 2.3.2.

2.3.2 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) **Project Management:** provision of a project manager that will act as single point of contact for the delivery of the Professional Services;
- (b) **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;

- (c) **Build and Implementation:** remote build and configuration of your new Contact Centre in accordance with the Business Requirement Document; and
  - (d) **Training Sessions:** BT will provide you with the following pre-recorded, online training, as further described in the High Level Design Document:
    - (i) Administrator and Supervisor user training;
    - (ii) Agents user training; and
    - (iii) reporting training.
- 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. The Service Options available to you will depend on the Licence Pack you have selected.
- 3.2 **Agent Licence Packs**
  - 3.2.1 For each Agent Licence Pack, you will have the option to choose from the following license types (subject to Paragraph 3.2.2 below):
    - (a) **Contract Licence;** and
    - (b) **On-Demand Licence.**
  - 3.2.2 The option to choose an On-Demand Licence is only available where you have a minimum of one (1) Contract Licence.
  - 3.2.3 Contract Licences must be equal to the Minimum Period of Service or Renewal Period.
- 3.3 **RingSense:** An artificial intelligence overlay to your Cloud Work RingCX Service to add automation, transcription and sentiment analysis to enhance your Agent experience and analytics.
- 3.4 **Extended Recording and Analytics Retention:** Call recordings are stored for a standard period of thirty (30) days and analytical data is stored for a standard period of one (1) year. You have the option to purchase additional storage capability to retain, access and extract call recordings and analytical data beyond the standard retention periods (but not beyond the Minimum Period of Service or Renewal Period), as specified in the applicable Order.
- 3.5 **Workforce Management:** Additional workforce support and tooling to aid Supervisors in effective management of their Agents.
- 3.6 BT cannot ensure that all Standard Service Components and Service Options you select as part of your Order will remain available for the duration of your Cloud Work RingCX Service and some Standard Service Components, Service Options or features thereof may be subject to changes, as required by the Supplier. In the event that any feature of the Cloud Work RingCX Service 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 30 days' notice before the removal of, or change to, the feature 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 RingCX 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 3.6(a).

### 4 Service Management Boundary

- 4.1 BT will provide and manage the Cloud Work RingCX 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 RingCX Service outside the Service Management Boundary.
- 4.3 BT does not make any representations, whether express or implied, about whether the Cloud Work RingCX 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 RingCX Service and are necessary for the Cloud Work RingCX 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 RingCX Service;
  - 5.1.3 a compatible Internet browser and sufficient Internet bandwidth 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 RingCX 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 for the Cloud Work RingCX Service 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 RingCX Service will not extend automatically for a Renewal Period unless you give Notice in accordance with Paragraph 6.1.3.
- 6.1.3 You may extend the Cloud Work RingCX Service for a Renewal Period by giving us 30 days' Notice before the expiry of the then-current Minimum Period of Service or Renewal Period and agreeing with us in writing, provided that you are also extending the Cloud Work Service for a Renewal Period that is at least the same amount of time as the Cloud Work RingCX Renewal Period.
- 6.1.4 Where the Cloud Work RingCX Service is renewed in accordance with Paragraph 6.1.3:
  - (a) BT will continue to provide the Cloud Work RingCX Service for the new Renewal Period selected;
  - (b) the Licence Packs will renew for the Renewal Period;
  - (c) unless agreed otherwise, 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 RingCX Service has not been extended in accordance with Paragraph 6.1.3:
  - (a) BT will continue to provide the Cloud Work RingCX Service until the Cloud Work RingCX 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 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 RingCX Service at the end of the Minimum Period of Service or a subsequent Renewal Period, BT will cease delivering the Cloud Work RingCX Service on the last day of the Minimum Period of Service or subsequent Renewal Period.

### 6.2 Effect of Termination of the Cloud Work Service

- 6.2.1 BT will automatically terminate the Cloud Work RingCX 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 RingCX Service or be present at the physical location where any of the Cloud Work RingCX 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 RingCX Service; and
  - (b) you will make alternative arrangements for Users, including the maintenance of a fixed telephone number.

- 6.3.2 Users must be located in the country associated with the network number they are using to make PSTN calls.
- 6.3.3 The operation and limitations of emergency services accessed through the Cloud Work RingCX Service are set out at: <https://www.ringcentral.com/gb/en/legal/last-update-december-20-2023/emergency-services.html>, ("**Supplier Emergency Services Policy**") as may be amended or supplemented from time to time by the Supplier. If you use the Cloud Work RingCX Service to access emergency services, you acknowledge and agree that such use will be governed by and subject to the Supplier Emergency Services Policy and will ensure that you inform your Users of the same. To the extent permitted by Applicable Law, BT excludes all liability for any limitations to you or your Users accessing emergency services through the Cloud Work RingCX Service.

#### 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 RingCX Service is provided for less than one month, the Recurring Charges will be invoiced for the full month for the maximum number of User Feature Pack Licences active on your account within a calendar 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 6.5 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 RingCX Service in accordance with Paragraph 7.2 outside of Business Hours;
  - (c) Charges for expediting provision of the Cloud Work RingCX 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 the applicable Order; 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 RingCX 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 RingCX Service will also terminate.
- (b) Where the Contract or the Cloud Work RingCX Service terminates in accordance with Paragraph 6.5.2(a) or you terminate the Cloud Work RingCX 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) Termination Charges equal to 100 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or the Renewal Period;
  - (ii) all outstanding Charges or payments due and payable under the Contract;

- (iii) any other Charges as set out in any applicable Order; and
- (iv) 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 RingCX Service aligns with PCI DSS so far as the Cloud Work RingCX Service will process and transmit Cardholder Data for onward forwarding to your payment service provider.
- 6.6.2 You are responsible for ensuring that the Cloud Work RingCX Service does not affect the security of any other service you may have that contains 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.
- 6.6.4 When using the Cloud Work RingCX Service, you will not, and will ensure that your Users will not, record Cardholder Data. If you or your Users are required to receive Cardholder Data when using the Cloud Work RingCX Service, you will pause any recordings or otherwise ensure that no Cardholder Data is being recorded or saved.

#### 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 7.13 of the Cloud Work Schedule to the General Terms.

#### 6.8 Cloud Work RingCX Portals

- 6.8.1 BT will make available online via the Cloud Work RingCX Portals details of your Cloud Work RingCX Service, including configuration information.
- 6.8.2 BT will use reasonable endeavours to provide uninterrupted access to the Cloud Work RingCX Portals but BT does not guarantee that the Cloud Work RingCX 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 RingCX Portals including all information, materials and Content, or the way BT provides the Cloud Work RingCX Portals; or
  - (c) without notice, interrupt or suspend access to the Cloud Work RingCX Portals but will restore access as quickly as possible.

#### 6.9 Licence Packs

- 6.9.1 You will ensure that the quantity of User Feature Pack Licences is equal to or greater than the quantity of Licence Packs, so that each single Licence Pack has a corresponding activated User Feature Pack Licence.
- 6.9.2 You may apply to add Licence Pack(s) to the Contract at any time by contacting BT directly, or in the case of On-Demand Licences, directly via the Cloud Work RingCX Portal.
- 6.9.3 Additional Contract Licences will commence from the date requested and will run co-terminus with the Minimum Period of Service of your subscribed Cloud Work RingCX Service.
- 6.9.4 A Minimum Period of Service does not apply to On-Demand Licences, and you may remove On-Demand Licences directly via the Cloud Work RingCX Portal without incurring Termination Charges.

#### 6.10 Service Restriction

- 6.10.1 You acknowledge and accept that you will not redesign or otherwise modify the Cloud Work RingCX Service manual dial product, including any relevant hardware or software in a manner that would give the Cloud Work RingCX Service the capacity to dial randomly or sequentially generated numbers, function as a predictive dialler or dial numbers in any manner that does not require human intervention for each call.

#### 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 RingCX 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 RingSense



- 6.12.1 RingSense processes User inputs with pre-trained, artificial intelligence models to generate outputs ("**AI Outputs**"), such as call scores or conversation metrics. You will be solely responsible for any Claim arising out of your use of RingSense (including, but not limited to, copyright infringement or other claims relating to AI Outputs resulting from your use of RingSense), including for responding to and defending such Claim, and will indemnify BT for any Claims, losses, costs or liabilities brought against BT that result from or are connected with your use of RingSense.
- 6.12.2 The underlying artificial intelligence models also learn patterns and infer associations ("**Inferences**") from User inputs that can be used to improve RingSense, such as words or phrases that are semantically similar to the keywords of a given tracker. You are responsible for your input, including for ensuring that it does not violate any Applicable Law.
- 6.12.3 Except for Inferences, you own the right, title, and interest to the AI Outputs. As between Supplier and you, and to the extent permitted by Applicable Law, Supplier owns all rights in and to the pre-trained, artificial intelligence models associated with RingSense and Inferences. To the extent any rights in the Inferences vest with you, you hereby assign all right, title, and interest in and to the Inferences to the Supplier. The Supplier may use the Inferences to develop and improve RingSense.
- 6.12.4 AI Outputs are for informational purposes only and may not be fully accurate. You should evaluate your use cases and the accuracy of the AI Outputs (e.g. call scoring, transcription accuracy, etc), including by using human review of the AI Outputs, in light of any Applicable Law or guideline as may be appropriate. BT will have no responsibility or liability for any cost, damages, liabilities or fines resulting from 1) your use of inaccurate AI Outputs, 2) your misuse of AI Outputs, 3) your use of AI Outputs in violation of Applicable Law. You and your Users should not rely on the AI Outputs to make decisions regarding employment, creditworthiness or insurability.
- 6.12.5 You represent and warrant that, prior to allowing use of RingSense by your Users, you will procure any required consent or permission to collect and process Personal Data, including consent required to record communications and use artificial intelligence technology to evaluate the performance of Users, employees or customers or to identify any characteristics of individuals.
- 6.12.6 BT's Supplier may transfer and process Customer Personal Data outside the United Kingdom, in accordance with the applicable Sub-processor list, to locations where the Supplier, its Affiliates or its Sub-processors maintain data processing operations. AI Outputs generated by you, which may include Customer Personal Data, will be stored in the United States. The Supplier complies with and has certified to the U.S. Department of Commerce its adherence to the UK Extension to the EU-U.S. Data Privacy Framework. To the extent that the Supplier processes (or causes to be processed) any Customer Personal Data originating from the United Kingdom in a country that has not been recognized by the European Commission as providing an adequate level of protection for Customer Personal Data, the Supplier will put in place such measures as are necessary to ensure the transfer is in compliance with Applicable Laws, which include the execution of the EU Commission's Standard Contractual Clauses, or any other valid transfer mechanism.

### 6.13 Amendments to the General Terms

- 6.13.1 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.
- 6.13.2 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 RingSense.
- 6.13.3 The wording in Clause 22.4.1 of the General Terms is deleted and replaced with the following:



£200,000.

6.13.4 The following new Clause 22.10 is inserted into the General Terms:

22.10 You will indemnify, defend and hold harmless BT against all third party Claims, including damages, costs and attorneys' fees finally awarded against BT by a court of competent jurisdiction in connection with such third party Claims or agreed in a written settlement agreement approved in writing by you, arising from or relating to:

22.10.1 your failure to secure the consent described at Paragraph 6.12.4 of the Cloud Work RingCX Annex to the Cloud Work Schedule;

22.10.2 your failure to honor any valid User request to disenroll from RingSense; or

22.10.3 your use of RingSense in violation of Applicable Law.

6.13.5 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 RingCX 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 RingCX 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; and
- 7.1.2 agree with you a Proposed Service Start Date.

#### 7.2 Commissioning of the Service

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

- 7.2.1 activate the Cloud Work RingCX Service; and
- 7.2.2 on the date that BT has completed the activation of the Cloud Work RingCX Service, confirm to you that the Cloud Work RingCX Service 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 RingCX Portals as set out in Paragraph 6.8.

#### 7.4 The End of the Cloud Work RingCX Service

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

- 7.4.1 may delete any Content unless you tell us otherwise in accordance with Paragraph 8.5;
- 7.4.2 will terminate your right to access and use the Cloud Work RingCX Portals; and
- 7.4.3 will terminate your right to access any call recordings and analytical data, including where you have selected extended retention under the Service Option at Paragraph 3.4.

### 8 Your Obligations

#### 8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Cloud Work RingCX 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 RingCX 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 RingCX 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 RingCX 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 8.1.10, 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 8.1.10.

8.1.11 in respect of the Professional Services:

- (a) attend and participate in all meetings and telephone 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 RingCX 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 RingCX 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 RingCX 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 RingCX Service.

## 8.3 During Operation

On and from the Service Start Date, you will:

- 8.3.1 ensure that you and your Users comply with the EULA (including any acceptable use policy therein).
- 8.3.2 ensure that the Cloud Work RingCX Service is not used to interfere, inhibit, compromise or otherwise harm the Contact Centre, the Supplier Network or systems, or the BT Network (regardless of intent or knowledge), or transmit any material that contains software viruses, disabling code or any other programs that may be harmful or dangerous.
- 8.3.3 ensure the security, confidentiality and proper use of all passwords, User details and other systems administration information used in connection with the Cloud Work RingCX Service.
- 8.3.4 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 RingCX Service and Software are provided solely for your own use;
- 8.3.5 not connect or attach any Customer Equipment or other equipment or software (e.g. diallers) to the Cloud Work RingCX Service, unless such equipment has been pre-approved and agreed with BT; and
- 8.3.6 ensure that you and your Users comply with all Applicable Law.

## 8.4 Activation of the Cloud Work RingCX Service

- 8.4.1 You will request BT to activate your Cloud Work RingCX Service in accordance with Paragraph 7.2.1. In order to ensure that all Licence Packs are activated, this activation must happen anytime within six (6) months from the date of the applicable Order, depending on your need for activation of Licence Packs and BT's availability to deliver the Cloud Work RingCX Service.
- 8.4.2 If you do not activate your Cloud Work RingCX Service in accordance with Paragraph 8.4.1, BT will activate your Cloud Work RingCX Service automatically after six (6) months following the date of the applicable Order.

## 8.5 The End of the Service

On termination of the Cloud Work RingCX Service for any reason, if there is any Content that you need to be transferred to you (and if you are unable to transfer the Content directly via the Cloud Work RingCX Portals),



you will give BT 30 days' Notice. BT will assist you where possible and we may agree how and when BT will transfer such Content.

### 8.6 **Compliance and Regulations**

You confirm that you have not relied on any representation (made negligently or innocently), or any collateral or marketing materials relating to any regulatory or legal compliance of the Cloud Work RingCX Service. Any such statements regarding such compliance are opinion only. You are ultimately responsible for making your own determinations regarding the applicability of any regulatory or legal compliance requirements to the Cloud Work RingCX Service.



## Part C – Service Levels

### 9 Service Levels

There are no Service Levels for the Cloud Work RingCX 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 RingCX Service management and administration matters.

**"Agent"** means an individual User of the Cloud Work RingCX Service.

**"Agent Licence Pack"** means the Licence Pack set out in Paragraph 2.1.1(b).

**"AI Outputs"** has the meaning given in Paragraph 6.12.1.

**"Applicable Law"** means all applicable laws, statutes, by-laws, rules, orders (including, without limitation, court orders), decrees, ordinances, regulations, and codes in effect from time to time and made or issued by governmental, legislative, administrative or regulatory authorities or agencies including, without limitation, any directives, or other requirements issued by Ofcom (including, but without limitation, Ofcom's General Conditions of Entitlement) from time to time.

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

**"Build and Implementation"** has the meaning given in Paragraph 2.3.2(c) 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 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 RingCX Portals"** means the Cloud Work RingCX Service secure shared web portals which enable you to view service information, configure, manage and administer the Cloud Work RingCX Service.

**"Cloud Work RingCX Service"** has the meaning given in Paragraph 1.

**"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.

**"Concurrent Agent"** means the Agent Licence Pack set out in Paragraph 2.1.2(b).

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

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

**"Contract Licence"** means an Agent Licence Pack ordered from BT via the agreed ordering process.

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

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

**"EULA"** has the meaning given in Paragraph 7.7.1 of the Schedule.

**"Extended Recording and Analytics Retention"** means the Service Option set out in Paragraph 3.4.

**"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.

**"IVR"** means an interactive voice response system.

**"IVR Only Licence Pack"** means the Licence Pack set out in Paragraph 2.1.1(a).

**"Licence Pack"** means a licence that you acquire from BT to enable a User to use the Cloud Work RingCX 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).

**"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.

**"Named Agent"** means the Agent Licence Pack set out in Paragraph 2.1.2(a).

**"On-Demand Licence"** means an Agent Licence Pack initiated and utilized by you on an as-needed basis, which can be added or removed by you directly via the Cloud Work RingCX Portal.

**"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.

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

**"Planning and Design"** has the meaning given in Paragraph 2.3.2(b) and as set out further in the Order or High Level Design Document.

**"Professional Services"** means the services described in Paragraph 2.3.

**"Project Management"** has the meaning given in Paragraph 2.3.2(a) 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 RingCX 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 RingCX Service or applicable part of the Cloud Work RingCX Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.

**"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.

**"RingSense"** means the Service Option set out in Paragraph 3.3.

**"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 RingCX Service is provided.

**"Standard Service Components"** has the meaning given in Paragraph 2.

**"Supervisor"** means a User of the Cloud Work RingCX Service that, if authorised, may access reporting and monitor Agents.

**"Supplier"** means RingCentral UK Limited, Level 3, 5 Aldermanbury Square, London, EC2V 7HR.

**"Supplier Emergency Services Policy"** has the meaning given in Paragraph 6.3.3.

**"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 2.3.2(d) and as set out further in the Order or High Level Design Document.

**"Usage Charges"** means the Charges for the Cloud Work RingCX Service or applicable part of the Cloud Work RingCX 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 RingCX Service, or the number of minutes the Cloud Work RingCX 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 RingCX Service.

**"Workforce Management"** means the Service Option set out in Paragraph 3.5.