MiCloud Subscription
Schedule to the General Terms

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A note on 'you'

'You' and 'your' mean the Customer.

Words defined in the General Terms

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

Part A – The MiCloud Subscription Service

1 Service Summary

BT will provide you with a hosted voice over internet protocol service providing features including telephony, on-net video and collaboration facilities, 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 ("**MiCloud Subscription 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 licences and features: you will pick from a range of User Feature Packs set out in the quote from BT and the BT AX Order form for each User and BT will grant you a User Feature Pack Licence for each User.

2.2 Calling Features are conference call facility, hold/resume, voice mail, caller ID, caller ID block, call forward, call transfer, call return, call waiting, DDI, do not disturb, music on hold and extension dialling.

2.3 Go Live Training is web based and on Site training on the MiCloud Subscription Service for the System Administrator and Users on or around the Service Start Date.

2.4 Access to the Service Desk.

2.5 Remote monitoring of the MiCloud Subscription Service to help identify system issues, including security alerts to minimise hacking and toll fraud.

2.6 SIP Trunking Access Channels are voice access channels to the public network, enabling calls in and out of the MiCloud UC & CC Service.

2.7 On-Net routing of calls between your Sites.

2.8 Call Screening: BT will screen calls from MiCloud UC & CC Service to the SIP Trunking Access Channel against any Screening List and will present to the Receiving Number the associated CLI in accordance with the Screening List.

3 Service Options

BT will 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:

3.1 Web Portal.

3.2 MiTeam Add-On.

3.3 Real Time Analytics.

3.4 MiVoice Business Console.

3.5 MiCollab UC Application.

3.6 MiCloud Contact Centre.

3.7 Mitel Handsets.

3.8 System Administrator Training.

3.9 Advanced End User Training.

3.10 Additional Go Live Support.

3.11 Presentation Number.

3.11.1 BT will provide you with the option to use the Presentation Number Service Option in accordance with the Ofcom document 'Guidance on the Provision of Calling Line Identification Facilities and Other Related Services' dated 30 July 2018 as may be amended, updated or replaced from time to time.

3.11.2 If Type 4 Presentation number has been requested as a Service Option, BT may present to the Receiving Number, Type 4 Presentation number. You agree that where BT agrees to present a Type 4 Presentation Number:

(a) BT will not screen the Type 4 Presentation Number: and

(b) you will:

(i) only pass on the CLI of the Originating Number and not an alternative CLI; and

(ii) be responsible for compliance with the CLI Guidelines.

4 Service Management Boundary

4.1 BT will provide and manage the MiCloud Subscription Service in accordance with Parts B and C of this Schedule and as set out in any applicable Order up to your side of the socket on the NTE, or the gateway if the socket is not managed by BT ("**Service Management Boundary**").

4.2 BT will have no responsibility for the MiCloud Subscription Service outside the Service Management Boundary.

4.3 BT does not make any representations, whether express or implied, about whether the MiCloud Subscription 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 MiCloud Subscription Service and are necessary for the MiCloud Subscription Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:

5.1.1 Internet connection;

5.1.2 broadband service;

5.1.3 LAN and WAN network; and

5.1.4 BT MPLS Network or BTnet;

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

5.2 If BT provides you with any services other than the MiCloud Subscription Service (including any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.

5.3 BT will not be responsible for the performance and availability of the MiCloud UC & CC Service where the Service is provided over third party network. BT will not be responsible for any failure in that third party network and you will report any such issues to that third party provider.

6 Equipment

6.1 **Use of BT Equipment and Purchased Equipment**

In relation to BT Equipment, and until title in any Purchased Equipment transfers to you in accordance with Paragraph 6.3.2, you will:

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

6.1.2 only use the BT Equipment and 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 move the BT Equipment or Purchased Equipment or any part of it from the Site(s) without BT's written consent and, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 6.3.2, you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;

6.1.4 not make any alterations or attachments to, or interfere with, the BT Equipment or Purchased Equipment, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 6.3.2, 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 BT Equipment or Purchased Equipment;

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

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

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

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

6.1.9 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 BT Equipment or Purchased Equipment or where the BT Equipment or Purchased Equipment is damaged, stolen or lost, except where the loss or damage to BT Equipment or Purchased Equipment is a result of fair wear and tear or caused by BT;

6.1.10 ensure that the BT Equipment or Purchased Equipment appears in BT's name in your accounting books;

6.1.11 where there is a threatened seizure of the BT Equipment and Purchased Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the BT Equipment and Purchased Equipment; and

6.1.12 notify any interested third parties that BT owns the BT Equipment and Purchased Equipment.

6.2 **BT Equipment**

BT Equipment will remain BT's property at all times and risk in BT Equipment will pass to you upon delivery, whether or not the BT Equipment has been installed.

6.3 **Purchased Equipment**

6.3.1 **Delivery and Installation of Purchased Equipment**

(a) The MiCloud Subscription Service is only available for delivery and installation in the United Kingdom.

(b) 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).

(c) If agreed between both of us in any applicable Order, BT will, install any Purchased Equipment at the applicable Site(s), and:

(i) test Purchased Equipment to ensure that it is ready for use; and

(ii) on the date that BT has completed those tests, confirm to you that the Purchased Equipment is available for you to carry out any Acceptance Tests.

6.3.2 **Transfer of Title and Risk**

(a) Where the Purchased Equipment is delivered to a Site that is located within the United Kingdom:

(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.

6.3.3 **Acceptance of Purchased Equipment**

Where a Site is located within the United Kingdom, BT will treat the Purchased Equipment as accepted:

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

(b) where BT installs the Purchased Equipment, the earlier of:

(i) the Service Start Date; and

(ii) where you notify BT in writing that the Purchased Equipment has not passed the Acceptance Tests but that is due to minor Incidents that do not affect the Purchased Equipment's performance, the date of that Notice.

6.3.4 **Warranty**

(a) During the period of 12 consecutive months following the Service Start Date (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 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 manufacturer's 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 6.3.4(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.

6.3.5 **Security**

(a) You are responsible for the proper use of any User names, 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.

6.3.6 **Software Licence**

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.

6.4 **WEEE Directive**

6.4.1 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**").

6.4.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 6.4 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.

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

6.5 **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 and the MiCloud Subscription Service**

7.1.1 BT may amend the Contract (including the Charges) or the MiCloud Subscription Service at any time by either:

(a) publishing the amendment online at www.bt.com/pricing or www.bt.com/terms (or any other online address that BT advises you of); or

(b) by giving Notice to you.

7.1.2 In the event that the amendments cause you material detriment, BT will give you Notice at least 30 days before the change is to take effect and, in the case of any other amendments, at least one day before the change is to take effect.

7.1.3 If BT makes any amendment to the Contract or the MiCloud Subscription Service that causes you material detriment, you will not have to pay any Termination Charges if you give Notice to terminate the affected MiCloud Subscription Service in accordance with Clause 17 of the General Terms within:

(a) 90 days after the date of notification if BT has only published the amendment online in accordance with Paragraph 7.1.1(a); or

(b) 30 days after the date of the Notice if BT has given you Notice in accordance with Paragraph 7.1.1(b).

7.2 **Minimum Period of Service**

7.2.1 At the end of the Minimum Period of Service, unless one of us gives Notice to the other of an intention to terminate the MiCloud Subscription Service in accordance with the Contract:

(a) BT will continue to provide the MiCloud Subscription Service on a rolling monthly basis;

(b) both of us will continue to perform each of our obligations in accordance with the Contract; and

(c) whilst your Contract is on a rolling monthly basis you will not be able to make any changes to your MiCloud Subscription Service and the Charges you pay to BT will increase by:

(i) 5% if your Contract was for a Minimum period of Service of 12 months;
(ii) 10% if your Contract was for a Minimum Period of Service of 36 months; or
(iii) 20% if your Contract was for a Minimum Period of Service of 60 months.

7.3 **Minimum Term**

Each User Feature Pack is subject to a Minimum Term beginning on the relevant Service Start Date, as set out in any applicable Order.

7.4 **Termination for Convenience**

For the purposes of Clause 17 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate the MiCloud Subscription Service or any applicable Order by giving 30 days' Notice to the other.

7.5 **Customer Committed Date**

7.5.1 If you request a change to the MiCloud Subscription Service or any part of the MiCloud Subscription Service, including any Purchased Equipment or any IP Address location, then BT may revise the Customer Committed Date to accommodate that change.

7.5.2 BT may expedite delivery of the MiCloud Subscription Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

7.6 **Customer Delay**

7.6.1 You may only delay the agreed Service Start Date provided: :

(a) before the initial delivery, you give BT at least 28 days' Notice of the delay, stating the new Service Start Date for the initial delivery; and
(b) in case of any subsequent phased deliveries, you give BT at least 48 hours' Notice of the delay, stating the new Service Start Date for that phased delivery.

If you do not give the above Notice, BT will commence charging for the Service in line with the original planned Service Start Date and phased delivery dates.

7.7 **Access to Emergency Services**

7.7.1 BT will provide the ability for Users to call the emergency services by dialling "999" or "112", 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
(c) configure your MiCloud Subscription Service to accurately convey correct calling number locations.

7.7.2 BT will not guarantee your ability to use the MiCloud Subscription Service to make emergency calls at all times, including where:

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

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

7.7.3 Where you request, and BT moves, a telephone number 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 number was moved.

7.8 **EULA**

7.8.1 BT will only provide the MiCloud Subscription Service if you have entered into an end User licence agreement with the Supplier in the form set out at www.mitel.com/content/end-user-license-agreements, as may be amended or supplemented from time to time by the Supplier ("**EULA**").

7.8.2 You will observe and comply with any relevant EULA for any and all use of the MiCloud Subscription Service.

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

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

7.8.4 You are responsible in accordance with the terms of the relevant EULA for the use of the Software.

7.8.5 You will enter into the relevant EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the relevant EULA are between you and the Supplier.

7.8.6 You will deal with the Supplier with respect to any loss or damage suffered by you or the Supplier under the EULA and any loss or damage will not be enforceable against BT.

7.8.7 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.

7.9 **Telephone Numbers**

You will not own any telephone number related to the MiCloud Subscription 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 expiry of the MiCloud Subscription Service.

7.10 **Invoicing**

7.10.1 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) Installation Charges, on the Service Start Date, or where the installation period is estimated to be longer than one month, monthly in arrears starting from when you place an Order until the Service Start Date;

(b) Recurring Charges, except Usage Charges, monthly in advance (depending on your billing frequency) and for any period where the MiCloud Subscription Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis. After the Service Start Date, for a period of 6 months, BT will charge you for Users as of when they are activated; 6 months after the Service Start Date, BT will apply charges with respect to all licenses you have ordered regardless of whether they have been activated or not;

(c) Usage Charges, monthly in arrears on the first day of the relevant month;

(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 Additional Go Live Support, calculated on a daily basis;

(f) De-installation Charges within 60 days of de-installation of the MiCloud Subscription Service; and

(g) any Termination Charges incurred in accordance with Paragraph 7.11.2 upon termination of the relevant Service.

7.10.2 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 MiCloud Subscription Service in accordance with Paragraph 8.2 outside of Business Hours;

(c) Charges for expediting provision of the MiCloud Subscription Service at your request after BT has informed you of the Customer Committed Date;

(d) Charges incurred as a result of not giving Notice to BT in accordance with Paragraph 7.6.1; and

(e) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

7.11 **Cancellation and Termination Charges at the End of the Contract**

7.11.1 **Cancellation Charges**

For the purposes of Clause 16 of the General Terms, if you cancel an Order, or part of it, any time before the Service Start Date you will pay BT Cancellation Charges.

7.11.2 **Termination Charges**

If you terminate the Contract, the MiCloud Subscription Service or any applicable Order for convenience in accordance with Clause 17 of the General Terms you will pay BT:

(a) all outstanding Charges or payments due and payable under the Contract;

(b) De-installation Charges; and

(c) any other Charges as set out in any applicable Order and any charges reasonably incurred by BT from a supplier as a result of the early termination.

7.11.3 In addition to the Charges set out at Paragraph 7.11.2 above, if you terminate during the Minimum Period of Service or a Minimum Term, you will pay BT:

(a) Termination Charges, as compensation, equal to 100 per cent of the Recurring Charges for all remaining months of the Minimum Period of Service or Minimum Term; and

(b) any waived Installation Charges.

7.11.4 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.

7.12 **Web Portal**

Where BT provides you with access to a Web Portal:

7.12.1 details of the MiCloud Subscription Service, including configuration information, will be accessible on the Web Portal;

7.12.2 your System Administrator will have access to the Web Portal and will use the Web Portal for service management and administration, including:

(a) User account set up, including management and provision of administration rights;
(b) suspension or deletion of User accounts that are not active;
(c) viewing monthly management dashboard reports and fault reports; and
(d) accessing configuration and other information relating to the MiCloud Subscription Service; and

7.12.3 BT may change the access arrangements to the Web Portal and will give you Notice of any such changes.

7.13 **Training**

Where BT provides you with training, depending on the Service Option you select, BT will provide training on:

7.13.1 core telephony features;

7.13.2 call handling and phone features;

7.13.3 voicemail, voice portal and auto attendant;

7.13.4 remote working features;

7.13.5 receptionist console;

7.13.6 call logging and call recording;

7.13.7 site administration;

7.13.8 call centre; and

7.13.9 integration capability to a third party database.

7.14 **Additional User Feature Packs**

You may request additional User Feature Packs at any time during the Contract by placing an Order.

7.15 **PCI DSS Compliance Obligations**

7.15.1 The MiCloud Subscription Service is not compliant with PCI DSS nor is it designed or intended to be used for the processing, storage or transmission of any cardholder data or any data that is subject to PCI DSS.

7.15.2 For the purposes of PCI DSS compliance, you are the Merchant and you are responsible for all PCI-DSS requirements under this agreement. BT will not have any responsibility for or liability, in respect of any PCI DSS compliance obligations.

7.15.3 BT does not represent, undertake or warrant that you, as the Merchant, are compliant with PCI DSS requirements solely as a result of using the products and services provided under this Contract.

7.15.4 You will indemnify BT and its suppliers under this agreement for any Claims, losses, costs or liabilities that it incurs as a result of your failure to comply with Paragraph 7.15.2.

7.16 **Amendments to the General Terms**

7.16.1 For the purposes of the MiCloud Subscription Service, the wording in Clause 12.5 of the General Terms is deleted and replaced with the following:

12.5 If your use of any Service infringes, or allegedly infringes, someone else's Intellectual Property Rights in the United Kingdom, EU, Canada or United States, BT will indemnify you for any Claims, losses, costs or liabilities brought against you as long as you comply with the terms set out in Clause 22.7.

7.16.2 For the purposes of the MiCloud Subscription Service, the wording in Clause 15.1 of the General Terms is deleted and replaced with the following:

15.1 BT may restrict or suspend any Service:

15.1.1 if BT needs to do Maintenance;

15.1.2 to implement a change under Clause 5.2;

15.1.3 if you do not pay BT on time and in the way described in Clause 9.5; and

15.1.4 if BT reasonably believes:

(a) you have not followed the Acceptable Use Policy;

(b) you have not complied with Paragraph 9.3.4 of the MiCloud Subscription Schedule; or

(c) it needs to in order to protect the integrity or security of the BT Network.

7.16.3 All other terms in Clauses 12 and 15 of the General Terms will continue to apply unamended.

7.17 **Annual Price Increase**

7.17.1 The Recurring Charges are subject to an annual increase of 6% each year. The revised Recurring Charges will be calculated by multiplying the then-current Recurring Charges by 1.06 (rounded up to the nearest whole pence) and will take effect on 1 April of each year ("Annual Price Increase").

7.17.2 The Annual Price Increase will take effect on bills dated on or after 1 April of each year. 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.

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 MiCloud Subscription Service, BT:

8.1.1 will provide you with contact details for the Service Desk; and

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.

8.2 **Commissioning of the Service**

Before the Service Start Date, BT will:

8.2.1 configure the MiCloud Subscription Service;

8.2.2 conduct a series of standard tests on the MiCloud Subscription Service to ensure that it is configured correctly;

8.2.3 connect the MiCloud Subscription Service to each Enabling Service; and

8.2.4 on the date that BT has completed the activities in this Paragraph 8.2, confirm to you that the MiCloud Subscription Service is available for performance of any Acceptance Tests in accordance with Paragraph 9.2.

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 and in accordance with the Service Care Levels in Part C of this Schedule if BT detects or if you report an Incident with the MiCloud Subscription Service;

8.3.2 will provide access to the Web Portal and server to provide you with online access to performance reports; and

8.3.3 may, in the event of a security breach affecting the MiCloud Subscription Service, require you to change any or all of your passwords.

8.4 **The End of the Service**

On termination of the MiCloud Subscription Service by either of us, BT:

8.4.1 will provide configuration information relating to the MiCloud Subscription Service provided at the Site(s) in a format that BT reasonably specifies;

8.4.2 may disconnect and remove any BT Equipment located at the Site(s); and

8.4.3 may delete any Content.

9 Your Obligations

9.1 **Service Delivery**

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

9.1.1 provide BT with the names and contact details of the System Administrator and you will give Notice to BT whenever a new System Administrator is appointed;

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 MiCloud Subscription 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 MiCloud Subscription Service;

9.1.5 prepare and maintain the Site(s) for the installation of BT Equipment and Purchased Equipment and supply of the MiCloud Subscription 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 MiCloud Subscription 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 MiCloud Subscription Service, BT Equipment or Purchased Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the MiCloud Subscription 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.

9.2 **Acceptance Tests**

9.2.1 You will carry out the Acceptance Tests for the MiCloud Subscription Service within five Business Days after receiving Notice from BT in accordance with Paragraph 8.2.4 ("**Acceptance Test Period**").

9.2.2 The MiCloud Subscription 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.

9.2.3 Subject to Paragraph 9.2.4, the Service Start Date will be the earlier of the following:

(a) the date that you confirm acceptance of the MiCloud Subscription Service in writing in accordance with Paragraph 9.2.2; or

(b) the date of the first day following the Acceptance Test Period.

9.2.4 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.

9.3 **During Operation**

On and from the Service Start Date, you, or your System Administrator, will:

9.3.1 monitor and maintain any Customer Equipment connected to the MiCloud Subscription Service or used in connection with a MiCloud Subscription Service;

9.3.2 ensure that any Customer Equipment that is connected to the MiCloud Subscription Service or that you use, directly or indirectly, in relation to the MiCloud Subscription 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 MiCloud Subscription 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;

9.3.3 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 and redress the issues with the Customer Equipment prior to reconnection to the MiCloud Subscription Service;

9.3.4 ensure that Users do not impair the performance of, or interfere with, the Supplier's network, the Software or the MiCloud Subscription Service in any way (including by using Customer Equipment that is not compatible) in a way that impairs the quality of services delivered to the Supplier's customers;

9.3.5 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the MiCloud Subscription Service;

9.3.6 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the MiCloud Subscription 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 MiCloud Subscription 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 MiCloud Subscription Service if BT requests you to do so in order to ensure the security or integrity of the MiCloud & MiCloud Subscription Service; and

9.3.7 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order.

9.4 **The End of the Service**

On termination of the MiCloud Subscription Service by either of us, you will:

9.4.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s);

9.4.2 disconnect any Customer Equipment from BT Equipment located at the Site(s);

9.4.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;

9.4.4 arrange for any BT Equipment located at the Site(s) to be returned to BT; and

9.4.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

10 Notification of Incidents

Where you become aware of an Incident:

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

10.2 BT will give you a Ticket;

10.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:

(a) you confirm that the Incident is cleared within 24 hours after having been informed; or

(b) BT has attempted unsuccessfully to contact you, in the way agreed between both of us in relation to the Incident, and you have not responded within 24 hours following BT's attempt to contact you.

10.4 If you confirm that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.

10.5 Where BT becomes aware of an Incident, Paragraphs 10.2, 10.3 and 10.4 will apply.

Part C – Service Levels

11 Service Care Levels

11.1 From the Service Start Date, BT will repair an Incident in accordance with the Service Care Level that you select and as set out in the Order, in accordance with the below table:

Service Care Level	Description
Prompt Care	BT will aim to respond to an Incident within four hours and to repair an Incident by the end of the next working day after you report the Incident to BT in accordance with Paragraph 10. BT will treat an Incident reported after 2100 on a weekday or a Saturday, or anytime on Sundays or on public or bank holidays, as if you reported the Incident at 0800 on the next weekday or Saturday after the day you actually reported the Incident to BT.
Total Care	BT will aim to respond to an Incident within four hours and repair an Incident within 24 hours of you reporting the Incident to BT (including public or bank holidays) in accordance with Paragraph 10.

11.2 The Service Care Levels will be subject to the additional terms set out in Section 14 of the BT Price List.

12 Service Levels

There are no service levels for the MiCloud Subscription Service.

Part D – Defined Terms

13 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.

"**Acceptance Test Period**" has the meaning given in Paragraph 9.2.1.

"**Acceptance Tests**" means those objective tests conducted by you that when passed confirm that you accept the MiCloud Subscription Service and that the MiCloud Subscription Service is ready for use save for any minor non-conformities that will be resolved as an Incident in accordance with Paragraph 8.3.1.

"**Additional Go Live Support**" means advanced on Site training on the MiCloud Subscription Service for the System Administrator and Users after the Service Start Date.

"**Advanced End User Training**" means advanced web based or on Site training for Users on telephones and application features used with the MiCloud Subscription Service.

"**Bespoke User Feature Pack**" means a bespoke bundle consisting of the Standard Service Components and the Service Options selected by you.

"**BTnet**" means a dedicated internet access service from BT (or any successor service) with further details set out at https://business.bt.com/products/broadband/bt-leased-lines/ (or any other online address that BT may advise).

"**BT MPLS Network**" means BT's multi-protocol label switching based data VPN service known as BT IP Connect UK service which can be found at www.bt.com/terms.

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

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

"Caller Line Identification" or "**CLI**" means the Originating Number that is identified to the recipient of the call.

"**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.

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

"**Customer Equipment**" means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with a MiCloud Subscription Service.

"Customer Requirement Form" means the form(s) used to capture your requirements and configuration details needed to build the MiCloud UC and CC Service.

"**DDI**" means direct dialling in.

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

"**Desktop Device**" means a desktop handset provided by BT as part of the MiCloud Subscription Service that will be Purchased Equipment for the purposes of this Schedule.

"**Device**" means either a Desktop Device or a Mobile Device.

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

"**EU**" means European Union.

"**EULA**" has the meaning given in Paragraph 7.8.1.

"**General Terms**" means the general terms to which this Schedule is attached or can be found at www.bt.com/terms, and form part of the Contract.

"Geographic Number" means public telephone numbers in the UK in the number space governed by Ofcom and attributed to communications providers for the purpose of enabling public telephony at a fixed location.

"**Incident**" means an unplanned interruption to, or a reduction in the quality of, the MiCloud Subscription Service or particular element of the MiCloud Subscription Service.

"**Incoterms® 2010**" means the International Commercial Terms, which are a series of pre-defined commercial terms published by the International Chamber of Commerce and are a trademark of the International Chamber of Commerce.

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

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

"**Internet Protocol**" or "**IP**" means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

"**IP Address**" means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.
"**Local Area Network**" or "**LAN**" means the infrastructure that enables the ability to transfer IP services within Site(s) (including data, voice and video conferencing services).
"**Merchant**" means for the purposes of the PCI DSS, any entity that accepts payment cards bearing the logos of any of the five members of PCI SSC (American Express, Discover, JCB, MasterCard or Visa) as payment for goods or services.
"**MiCloud Contact Centre**" means the MiCloud contact centre Service Option that provides a hosted contact centre environment comprising of agent applications, agent groups, advance call control features, contact centre management & management reporting.
"MiCollab UC Application" means the unified communications software and tools available with certain licencing types, providing a unified communications client for desktop, mobile devices, and web, enabling advanced messaging, video, and audio calling.
"**MiTeam Add-On**" means an add-on providing team collaboration with messaging, content sharing, white boarding and real-time voice and video meetings.
"**Mitel Handsets**" mean telephony handsets for use with the MiCloud UC & CC Service.
"**MiVoice Business Console**" means a PC based call handling solution.
"**Minimum Period of Service**" means a period of 36 or 60 consecutive months beginning on the Service Start Date, as set out in any applicable Order.
"**Minimum Term**" means the minimum term for any User Feature Pack that will be the period as set out in the applicable Order or until expiry or termination of the Contract, whichever is earlier.
"**Mobile Device**" means a mobile handset provided by BT as part of the MiCloud Subscription Service that will be Purchased Equipment for the purposes of this Schedule.
"**Network Terminating Equipment**" or "**NTE**" means the BT Equipment used to provide the MiCloud Subscription Service, either at the point of connection between the BT Network and the Access Line, or provided at the Site(s) for connection to the Network Terminating Unit.
"Originating Number" means a Geographic Number or Non-geographic Number from which a Call originated.
"**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.
"Presentation Number" means the CLI nominated or provided by the caller that can be used to make a return call.
"**Real Time Analytics**" means a solution for businesses to monitor inbound and outbound call activity and record calls.
"**Receiving Number**" means the telephone number on which a call terminates.
"**Recurring Charges**" means the Charges for the MiCloud Subscription Service or applicable part of the MiCloud Subscription Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.
"**Renewal Period**" means for each MiCloud Subscription Service, the initial 36 or 60 month period following the Minimum Period of Service, and each subsequent 36 or 60 month period (as applicable).
"Screening List" means the list of Type 2 Presentation Numbers, Type 3 Presentation Numbers and Type 5 Presentation Numbers agreed by both of us as set out in the Customer Requirement Form.
"**Sensitive Authentication Data**" means security-related information (including but not limited to card validation codes/values, full track data (from the magnetic stripe or equivalent on a chip), PINs, and PIN blocks) used to authenticate cardholders and/or authorize payment card transactions that may be transmitted or processed (but not stored) as part of a payment transaction.
"**Service Care Levels**" means the times to respond to or repair an Incident that BT will endeavour to achieve in response to a fault report and that are based on the Access Line, as set out in Paragraph 11.1.
"**Service Desk**" means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the MiCloud Subscription Service.
"**Service Management Boundary**" has the meaning given in Paragraph 4.1.
"**Service Options**" has the meaning given in Paragraph 3.
"**SIP Trunking Access Channel**" means a voice channel to the Public Switched Telephone Network that allow voice calls to be made and received from the MiCloud UC & CC Service.
"**Site**" means a location at which the MiCloud Subscription Service is provided.
"**Standard Service Components**" has the meaning given in Paragraph 2.
"**Supplier**" means Mitel Networks Corporation of 350 Legget Drive, Ottawa, Ontario, Canada K2K2W7.
"**System Administrator**" means the person(s) appointed by you to carry out service management and administration.
"**System Administrator Training**" means advanced web based or on Site training for System Administrators.

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

"Type 2 Presentation Number" has the meaning given by Ofcom which can be found at: http://www.ofcom.org.uk/phones-telecoms-and-internet/information-for-industry/telecoms-industry-guidance/calling-line-identification

"Type 3 Presentation Number" has the meaning given by Ofcom which can be found at: http://www.ofcom.org.uk/phones-telecoms-and-internet/information-for-industry/telecoms-industry-guidance/calling-line-identification

"Type 4 Presentation Number" has the meaning given by Ofcom which can be found at: http://www.ofcom.org.uk/phones-telecoms-and-internet/information-for-industry/telecoms-industry-guidance/calling-line-identification

"Type 5 Presentation Number" has the meaning given by Ofcom which can be found at: http://www.ofcom.org.uk/phones-telecoms-and-internet/information-for-industry/telecoms-industry-guidance/calling-line-identification

"**Usage Charges**" means the Charges for the MiCloud Subscription Service or applicable part of the MiCloud Subscription 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 MiCloud Subscription Service, or the number of minutes the MiCloud Subscription Service was used for) with the relevant fee as set out in any applicable Order.

"**User Feature Packs**" means the MiCloud Subscription Telephony User Feature Pack, MiCloud Subscription Entry User Feature Pack, MiCloud Subscription Premier User Feature Pack, MiCloud Subscription Elite CX User Feature Pack or a Bespoke User Feature Pack.

"**User Feature Pack Licence**" means a licence for a User to use a User Feature Pack.

"**Web Portal**" means a web portal for management and administration of the MiCloud Subscription Service as set out in Paragraph 7.12.

"**WEEE**" has the meaning given in Paragraph 6.4.1.

"**WEEE Directive**" has the meaning given in Paragraph 6.4.1.