

Zoom Phone with BT Service Schedule

Part A – Service Terms

Section A Service Terms

1. SERVICE SUMMARY

- 1.1** Zoom Phone with BT provides a cloud-based phone platform, where BT provides and manages the cloud voice infrastructure for the Customer's Zoom deployment. This includes connectivity to the Zoom cloud and to BT's telephony services, as set out in any applicable Order, comprising:
- 1.1.1** the standard components of the Service set out in Part B; and
 - 1.1.2** any optional components described in Part B and set out in any applicable Order, up to the point of the Service Management Boundary ("**Service**").
- 1.2** This Part A sets out the specific terms and conditions applicable to the Service, and Part B sets out the service description and the terms relating to how BT manages the Service.
- 1.3** This Schedule will not apply for the provision of any other services provided by BT (including the Enabling Services and sale of equipment used in the provision of the Service) as such services will be governed by their separate terms and conditions.

2. MAINTENANCE, CHANGES AND SUSPENSION TO THE SERVICE

- 2.1** BT may carry out Planned Maintenance on the Service from time to time. BT will inform the Customer at least seven (7) calendar days in advance.
- 2.2** BT may change the Service provided the performance and quality of the Service is not materially adversely affected. Prior to introducing any change to the Service BT shall provide the Customer with as much notice as is reasonably practicable. Such changes may include:
- 2.2.1** introducing or removing features of the Service; or
 - 2.2.2** replacing the Service with a materially equivalent Service.
- 2.3** BT may occasionally suspend the Service in an event of emergency and/or to safeguard the integrity and security of its network and/or repair or enhance the performance of its network. Where possible, BT shall inform the Customer without undue delay in advance. Where it is not possible to inform the Customer in advance of restriction or suspension of any affected Service BT shall explain as soon as is reasonably practicable afterwards why such restriction or suspension was required.

Section B Customer Obligations and related Additional Terms

3. GENERAL CUSTOMER OBLIGATIONS

- 3.1** The Customer will:
- 3.1.1** provide BT with the names and contact details of appropriate Customer interfaces for the ordering, delivery, support and billing of the Service. The Customer is responsible for training its Customer authorized administrators on how to interface with the Service;
 - 3.1.2** provide any necessary company information to the issuing authority of any required public (external) certificates;
 - 3.1.3** ensure, at its own expense that Customer personal computers, mobile devices, handsets, headsets, webcams or accessories which may be required to access the Service are of sufficient

- technical specification to meet the requirements for the client applications as specified by Zoom on its website: <https://support.zoom.com/hc/en>;
- 3.1.4** ensure that Users have the appropriate client(s) installed on their desktop/mobile device(s);
 - 3.1.5** provide all information reasonably required by BT to provide the Service including any agreed integration with the Customer's own applications or voice services. The Customer is responsible for providing and maintaining any such application(s) where applicable, and for providing access to it as required by BT for the term of the Service;
 - 3.1.6** be responsible for the creation and maintenance of all Customer information and ensuring that Customer complies with any Applicable Laws relevant to the provision of such Customer information to BT;
 - 3.1.7** ensure regulatory compliance of any network and/or voice services not provided by BT that are used in combination with the Service;
 - 3.1.8** configure its firewalls to allow voice, signaling, and management traffic access to the BT and Zoom clouds;
 - 3.1.9** where necessary create rules to allow network traffic to and from various components on the BT and Zoom platforms.
 - 3.1.10** be responsible for ensuring the Users have the correct Zoom Phone Licences required for this Service.
 - 3.1.11** be responsible for User administration of its active directory and providing helpdesk support for its Users thereof;
 - 3.1.12** provide BT with all necessary certificates required to run and manage the Service, which includes on-premises devices;
 - 3.1.13** be responsible for the provision, licensing, deployment, administration, management and maintenance of User devices and all call costs;
 - 3.1.14** as this Service is a desk-to-desk Service, the Customer will need to provide a Customer service desk that will:
 - (a)** be available at times appropriate to its reasonable business demands;
 - (b)** be familiar with the Customer solution;
 - (c)** be the first point of contact for all Users;
 - (d)** provide all information relevant to raising incidents with BT; and
 - (e)** be responsible for investigating and resolving incidents outside the BT service management boundary prior to engaging BT;
 - 3.1.15** without undue delay provide BT with any information or assistance reasonably required by BT to enable it to comply with Applicable Law and perform its obligations hereunder with respect to the Service;
 - 3.1.16** use the Incident reporting procedures notified to Customer by BT, and ensure that the Customer operational contact is available for all subsequent Incident management communications;
 - 3.1.17** complete any preparation activities that BT may request to enable the Customer to receive the Service promptly and in accordance with any agreed timescales;
 - 3.1.18** procure services that are needed to permit the Service to operate, including Enabling Services as defined in Part B, and ensure they meet the minimum technical requirements specified by BT or Zoom;
 - 3.1.19** where the Customer has provided its own or a third-party Enabling Service, ensure and confirm to BT that the Enabling Service is working correctly before reporting Incidents to BT;
 - 3.1.20** inform BT of any planned maintenance on any third party provided Enabling Service;

- 3.1.21** provide service assurance support to BT, where reasonably requested, to progress the resolution of Incidents for any BT equipment installed on an Enabling Service that is not being provided by BT;
- 3.1.22** in jurisdictions where an employer is legally required to make a disclosure to its Users and employees in relation to the Service:
 - (a)** inform Users (individually or via local workers councils depending on Applicable Law) that as part of the Service being delivered by BT, BT may monitor and report the use of any targeted applications;
 - (b)** ensure that Users have consented or are deemed to have consented to such monitoring and reporting (where such consent is legally required); and
- 3.1.23** be responsible for its Content and that of its Users (including any Content hosted by the Customer or any User on behalf of third parties).

4. CUSTOMER EQUIPMENT AND SITE REQUIREMENTS

4.1 The Customer will:

- 4.1.1** monitor and maintain any Customer equipment connected to the Service or used in connection with a Service;
- 4.1.2** ensure that any Customer equipment that is connected to the Service or that the Customer uses, directly or indirectly, in relation to the Service:
 - (a)** is adequately protected against viruses and other breaches of security;
 - (b)** will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (c)** is 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;
- 4.1.3** immediately disconnect any Customer equipment, or advise BT to do so at the Customer's expense, where the Customer's equipment:
 - (a)** does not meet any relevant instructions, standards or Applicable Law; or
 - (b)** contains or creates material that is in breach of the Acceptable Use Policy and the Customer is contacted by BT about such material,and redress the issues with the Customer equipment prior to reconnection to the Service.
- 4.1.4** provide BT, or third parties acting on BT's behalf, with access to any Site(s) during Business Hours, or as otherwise agreed in an Order, to enable BT or its third parties to set up, deliver, manage, maintain and restore the Service.

5. SUPPLIER TERMS/SOFTWARE LICENCE TERMS

- 5.1** The End User License Agreement ("EULA") establishes certain terms and conditions through direct privity of contract between the Customer and Supplier and as such the Customer will:
 - 5.1.1** be directly bound by the terms and conditions set out in the EULA contained in Part B and, where applicable, ensure that its Users also comply with the terms of the EULA;
 - 5.1.2** enter into the EULA for the Customer's own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between the Customer and the Supplier and the Customer will deal with the Supplier with respect to any loss or damage suffered by either of the Customer or the Supplier as such loss or damage will not be enforceable against BT; and
 - 5.1.3** observe and comply with the EULA for any use of the applicable Supplier software.



5.2 If the Customer does not comply with the EULA:

5.2.1 BT may restrict or suspend the entire Service upon notice; in such event:

- (a)** the Customer will continue to pay the Charges for the Service until the end of the Subscription Term; and
- (b)** BT may charge a re-installation fee to re-start the Service.

6. IP ADDRESSES, DOMAIN NAMES AND TELEPHONE NUMBERS

- 6.1** Except for IP Addresses and telephone numbers expressly registered in the Customer's name, all IP Addresses and Domain Names and telephone numbers made available by BT with the Service will at all times remain BT's ownership or the ownership of BT's suppliers and are non-transferable.
- 6.2** All the Customer's rights to use BT IP Addresses or BT Domain Names or telephone numbers will cease on termination or expiration of the Service.
- 6.3** The Customer warrants that they are the owner of, or are authorised by the owner of, the trademark or name that the Customer wishes to use as Customer's Domain Name.
- 6.4** The Customer will pay all fees associated with registration and maintenance of the Customer's Domain Name and will reimburse BT for any and all fees that BT pays to any applicable Regional Internet Registry, and thereafter pay such fees directly to the applicable Regional Internet Registry.

Section C Acceptable Use Policy

7. INTRODUCTION

- 7.1** The Customer acknowledges that it has read and agrees to be bound by and to ensure that any Users will comply with this Section C ("**Acceptable Use Policy**" or "**AUP**") and generally accepted Internet standards.

8. USE OF THE SERVICE

- 8.1** The Customer will not use the Service in breach of Applicable Law or in any way that is considered to be:
 - 8.1.1** detrimental to any person or in a manner which violates or otherwise encroaches on the rights of others (including rights of privacy and free expression); and
 - 8.1.2** detrimental to the provision of services to the Customer or any other BT customer.
- 8.2** The Customer will not use the Service to intentionally take, or attempt to take, any action that could:
 - 8.2.1** transfer files that are, contain or are made up of viruses, worms, Trojans, distributed denial of service, any back door or time-bomb or other harmful programmes or software designed to violate the security of BT, any other person or company; or
 - 8.2.2** prevent, block or obstruct access to any programme installed on, or data saved in, any computer or damage or harm the operation of any of these programmes or the reliability or accuracy of any of this data.
- 8.3** Unless agreed in writing with BT:
 - 8.3.1** the Customer will only use the Services for the commercial and business purposes for which they have been designed; and
 - 8.3.2** the Customer will not modify, amend, change, reconfigure or otherwise repurpose all or any part of the Services for uses other than those pursuant to paragraph 8.3.1 above.



9. USE OF MATERIALS

- 9.1** The Customer will not create, download, receive, store, send, publish, transmit, upload or otherwise distribute any material, including information, pictures, music, video or data, that is considered to be:
- 9.1.1** harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;
 - 9.1.2** promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;
 - 9.1.3** in breach of the intellectual property rights of BT or any other company or person, for example by using, distributing or copying protected or 'pirated' material without the express permission of the owner;
 - 9.1.4** in breach of the privacy or data protection rights of BT or any other person or company; or
 - 9.1.5** in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.
- 9.2** The Customer will ensure that all material that is derived from the machines or networks that it uses in connection with the Service is not in breach of this AUP.

10. SYSTEMS AND SECURITY

- 10.1** The Customer will not:
- 10.1.1** take any action that could:
 - (a)** damage, interfere with, weaken, destroy, disrupt, harm, violate, disable, overburden, overtake, compromise, hack into or otherwise adversely affect any computer system, network or the internet access of the BT Network or network of any other person or company; or
 - (b)** adversely affect or tamper with BT's security, the BT Network or any system or security network that belongs to any other person or company.
 - 10.1.2** access any computer system or network belonging to any person or company for any purpose without permission, including to probe, scan or test the security of a computer system or network or to monitor data traffic;
 - 10.1.3** connect the BT Network to machines, equipment or services that do not have adequate security protection or that are able to be used by others to carry out conduct that is not allowed by this AUP; or
 - 10.1.4** collect, take or harvest any information or data from any BT services, BT's system or network or attempt to undermine any of BT's servers or systems that run BT services.

Section D Compliance and Regulation

11. ACCESS TO EMERGENCY SERVICES

- 11.1** This Schedule does not include the terms and conditions for purchasing the voice service that can be provided in conjunction with the Service, and that will allow access to emergency services. If the Customer requires BT to also provide the outbound telephone calls, the Customer will need to contract separately one of the BT available voice services (e.g. BT GSIP). Where the Customer uses the voice service of a third party:
- 11.1.1** BT will not be responsible for any aspect related to the provision of the voice service, including with no limitation providing access to emergency services;



- 11.1.2** it must secure that the voice service it gets from the third party is fully compliant with the applicable voice services regulation including access to emergency services, compliance with CLI rules or legal interception and data retention provisions; and
 - 11.1.3** the Customer will hold BT harmless for any damage of any type it may suffer for breach of regulation by this third-party supplier.
- 11.2** With respect to the Service used in the United States, if the Customer uses the Service as a multi-line telephone system (“**MLTS**”) then:
 - 11.2.1** the Customer is the manager, operator or installer of its MLTS and shall be responsible for compliance obligations associated with the installation, management and operation of its MLTS, unless specific compliance support is ordered by the Customer from BT on additional terms applicable to such compliance support;
 - 11.2.2** the Service will route and deliver Customer's emergency calls to the appropriate PSAP in compliance with Applicable Laws without any reliance on BT's services;
 - 11.2.3** emergency calls using 911 from mobile devices must be configured so that the emergency call will be routed via the mobile carrier's network; and
 - 11.2.4** the Customer will indemnify BT from any claims resulting from failure by the Customer to comply with Applicable Laws relating to 911 emergency service calling.

12. EXPORT OF CONTENT USING CLOUD SERVICES

- 12.1** The Service comprises of a cloud service that utilises software and technology that may be subject to export control laws of various countries. The Customer is solely responsible for any compliance related to the way the Customer uses the Service and the location the Service is used including access by Users to the Service and for the Customer's Content transferred or processed using the Service, including any publication of such Content.

13. PCI DSS

- 13.1** This Service does not support and is not compatible with PCI DSS.

Section E Charges, Subscription Term and Termination

14. CHARGES

- 14.1** The Customer will pay the Charges for the Service and any optional features (including upgrades and re-configuration) as specified in the Order.
- 14.2** In addition to the Charges set out in the Order, the Customer may be liable for the following additional Charges:
 - 14.2.1** Charges for (de-)commissioning the Service outside of Business Hours;
 - 14.2.2** Charges for expediting provision of the Service at Customer's request after BT has informed Customer of the delivery date;
 - 14.2.3** Charges for investigating Customer reported Incidents where BT finds no Incident or that the Incident is outside the Service Management Boundary;
 - 14.2.4** Charges for restoring Service if the Service has been suspended by BT in accordance with the terms of the Governing Agreement; and
 - 14.2.5** Charges per element re-configured after the Operational Service Date must be agreed and documented in a new Order.



15. SUBSCRIPTION TERM AND TERMINATION

- 15.1 The Order sets out any Subscription Term (also called “**Minimum Period of Service**”) applicable to the Service, as well as any associated volume commitments, invoicing terms and the termination Charges that are specific to the Service.
- 15.2 Unless otherwise agreed to the contrary, following the expiration of the Subscription Term, the Service shall continue unless and until terminated in accordance with the terms of the Governing Agreement referenced in the Order.

16. END OF SERVICE

- 16.1 On termination of the Service, the Customer will:
- 16.1.1 retrieve all Customer data from the Service;
 - 16.1.2 provide BT with all assistance necessary to remotely decommission all network and applications supporting the Service at each Customer Site(s);
 - 16.1.3 return to BT the software or intellectual property provided by BT and all copies of such.
- 16.2 On termination of the Service BT will:
- 16.2.1 provide configuration information relating to the Service provided at the Site(s) in a format that BT reasonably specifies;
 - 16.2.2 decommission all network and applications supporting the Service at each Customer Site(s);
 - 16.2.3 where permitted under mandatory Applicable Law, delete any Content, including stored logs or any configuration data.

Section F Service Levels and Service Credits

17. INTRODUCTION

- 17.1 BT will use its reasonable endeavours to achieve the service levels (“**Service Levels**”) applicable to the Service. If BT fails to achieve a Service Level, the Customer may claim associated service credits (“**Service Credits**”).
- 17.2 Downtime is the period of time, in minutes, between a Qualifying Incident(s) being opened on BT systems and the incident being marked as resolved.
- 17.3 Service Levels only apply to events occurring within the Service Management Boundary.
- 17.4 Service Levels and Service Credits apply to the Service components as set out in paragraph 18.5.

18. SERVICE LEVEL AVAILABILITY

- 18.1 Service Availability is measured against a monthly reporting period on the Service components set out in 18.5.
- 18.2 For the purposes of calculating the monthly uptime percentage for a Service, Downtime minutes commence from the point at which a relevant Incident is logged by the BT Service Desk and ends when Service has been restored.
- 18.3 Only BT's measurements shall be used to calculate Service Availability and Credits.
- 18.4 The monthly uptime percentage is calculated based on the following formula for each Service:

$$\left(\frac{\text{Available Minutes} - \text{Aggregate Incident Downtime Minutes}}{\text{Available Minutes}} \right) \times 100\%$$

- 18.4.1 Where, for relevant Service component as set out in paragraph 18.5, measured and reported by BT:



Monthly uptime percentage	Service component
99.99%	Where BT has provided dual Cloud Voice Gateways in each region

18.4.2 Available minutes = (total minutes in the reporting period – any pre-agreed interruption to the service)

18.4.3 Incident downtime minutes = duration of an incident causing downtime

18.4.4 Aggregate Incident downtime minutes = total of Incident downtime minutes for Incidents occurring in the respective month

18.5 Incidents included in the Downtime calculation

If the following conditions are met, an Incident will contribute to Downtime:

Service component	Condition	Likely Incident priority
BT provided Cloud Voice Gateways (SBCs)	All Users globally for Customer, all Users for Customer in a single region are unable to access the Service due to outage of BT provided or managed cloud-based Voice Gateways.	Priority 1 Incident

18.6 Incidents excluded from Downtime calculation

Where the root cause of an Incident is traced to one of the following components, the Incident will not be included in the calculation of Downtime, note this is not an exhaustive list of exclusions:

Service component	Component/Function	Condition
Zoom User licence and Zoom infrastructure outages	<ul style="list-style-type: none">Zoom portal/user administration related incidents.Zoom's cloud-based SBCs that BT peer into.	Zoom functionality that should accompany a User licence is not available.
Local Carriers or any third-party voice platforms	<ul style="list-style-type: none">Porting of direct inward dialing from other carriersRental of direct inward dialingBilling of usage-based ChargesIncident management of BT-escalated local carrier Incidents	Outage/unavailability of access circuit or other voice or telephony functionality not directly provided as part of the Service (i.e. repair responsibility resides with a third-party local access carrier).

18.7 Availability SLA Credit

In the event of a Service Availability failure on a Service component set out in paragraph 18.5, the Customer is entitled to claim the following Service Credits:

Monthly uptime percentage for relevant Service	Service Credit due Calculated as a percentage of the monthly recurring on-demand Charges for the Service (i.e. the then-current aggregate per-User-per-month Charges of the Users impacted)
Less than 99.99% (dual Cloud Voice Gateways per region)	4%
Less than 99.0% (dual Cloud Voice Gateways per region)	7%
Less than 97.0% (dual Cloud Voice Gateways per region)	10%
Less than 70.0% (dual Cloud Voice Gateways per region)	100%

19. GENERAL SERVICE CREDIT EXCLUSIONS

19.1 Only measurements carried out by BT will be used in the calculation of Service Credits.

19.2 Service Levels and/or Service Downtime will be excluded:

- 19.2.1** where the acts or omissions of the Customer or any third party (excluding BT's suppliers) lead to BT not being able to provide all or part of this Service; e.g. changes or alterations made other than by BT to the Service, connections, routing plans, applications or test equipment, or the mapping of applications;
- 19.2.2** if a third party Enabling Service is not connected or subscribed or functioning, a fault on the Customer's network (however supplied and managed), the Customer's Equipment (including configuration) or on any third-party software or service not provided and/or managed by BT under the terms of this Schedule such as the licences used for Microsoft Teams and application, operating system, the application software or a Customer web application;
- 19.2.3** for any faults caused by the Customer's use or management of the Service or not subscribing to appropriate maintenance service for any third-party equipment, software or service owned or subscribed by the Customer;
- 19.2.4** if BT is awaiting information from the Customer or awaiting confirmation by the Customer that the Service has been restored;
- 19.2.5** for any Qualifying Incident not reported in accordance with the incident reporting procedures notified by BT to the Customer or where Priority 1 trouble tickets are opened erroneously;
- 19.2.6** for any cause beyond BT's reasonable control as set out in the Governing Agreement or this Schedule;
- 19.2.7** during any period of Planned Maintenance, emergency maintenance or agreed changes on the Service by BT unless the service outage time exceeds the time estimation communicated to (and/or subsequently agreed with) the Customer;
- 19.2.8** during any trial period of the Service or during any period of maintenance by the Customer or its third party on Customer's equipment, third party software or third-party services not provided and/or managed by BT under the terms of this Schedule;
- 19.2.9** if the Customer asks BT to test the Service although no Incident has been detected and/or reported;
- 19.2.10** if the Service is suspended due to Customer's breach of its obligations under the Governing Agreement;
- 19.2.11** faults or omissions of other internet or network service providers or in, equipment, wiring, cabling, software or other services which are not maintained by BT, or which are not provided by BT under this Schedule;
- 19.2.12** any faults found to be caused by a virus introduced negligently or otherwise by the Customer onto Customer equipment due to (but not limited to) any or all of the following: (i) any Customer employee failing to abide by BT's or the Customer's virus protection policy; (ii) the Customer omitting to implement a virus protection policy.

19.3 General Service Credit Limitations

- 19.3.1** Service Credits for all Service Levels will be aggregated and cannot exceed 100% of the cumulative monthly recurring Charges at any affected Site, unless expressly stated to the contrary in the Order.
- 19.3.2** To qualify for Service Credits, and before any Service Credits can be applied, the Customer must make a claim within 25 days after the end of the calendar month in which the Service underperformed or where a longer time period is required by mandatory local law then the shortest period that can be applied.

19.3.3 Service Credits will be:

- (a) paid by deduction from the Customer's invoice within two (2) billing cycles of a claim being received; or
- (b) following termination of the Service where no further invoices are due to be issued by BT, paid by BT within two (2) months of a claim being received.

Section G Data Protection

This section supplements the data provisions that may be set out in the Governing Agreement:

20. DURATION OF THE PROCESSING OF PERSONAL DATA

- 20.1** BT will be the Controller of the Customer Personal Data in relation to service provisioning and billing for the Service for as long as BT provides the Service and for as long as BT may be required to Process the Customer Personal Data in accordance with Applicable Laws.
- 20.2** Zoom will Process the Customer Personal Data for as long as BT provides the Service and for as long as Zoom may be required to Process the Customer Personal Data in accordance with the applicable DPA - https://explore.zoom.us/docs/doc/Zoom_GLOBAL_DPA.pdf

21. THE NATURE AND PURPOSE OF THE PROCESSING OF PERSONAL DATA

- 21.1** The nature and purpose of the Processing of Customer Personal Data by BT includes:

- 21.1.1** website or IP Address;
- 21.1.2** name;
- 21.1.3** address;
- 21.1.4** telephone number;
- 21.1.5** email address;
- 21.1.6** job title;
- 21.1.7** company name;
- 21.1.8** contact records;
- 21.1.9** identity management - user profiles; and

This list is not exhaustive as the Customer will specify what Customer Personal Data is Processed.

- 21.2** The nature and purpose of the Processing of Customer Personal Data by Zoom is described in the DPA - https://explore.zoom.us/docs/doc/Zoom_GLOBAL_DPA.pdf

22. TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS

- 22.1** The Customer Personal Data will concern the following categories of Data Subjects:

- 22.1.1** Customer's end Users; and
- 22.1.2** Customer's employees, directors and contractors.

This list is not exhaustive as the Customer will specify any other categories of Data Subjects.

- 22.2** The type of Customer Personal Data by Processed by Zoom is described in the DPA - https://explore.zoom.us/docs/doc/Zoom_GLOBAL_DPA.pdf

Section H Defined Terms and Abbreviations

For the purposes of this Schedule defined terms and abbreviations shall have the meaning ascribed to them within the body of the Schedule or below:

"Acceptable Use Policy" means the policy as set out at Part A, Section C.



“Acceptance Tests” means those objective tests conducted by the Customer that when passed confirm that the Customer has accepted the Service and that the Service is ready for use save for any minor non-conformities that will be resolved as an Incident.

“Applicable Laws” shall have the meaning given to it in the Governing Agreement.

“BT Network” means the communications network owned or leased by BT and used to provide the Service.

“BT One Voice Global SIP Trunking” is BT’s alternative IP solution to PSTN/ISDN delivered over an access solution or the internet.

“Business Day” means generally accepted working days at the locality of the Site, excluding any national or bank holidays.

“Business Hours” means between the hours of 0800 and 1700 in a business day at the locality of the specific Site.

“Charges” means the fees and charges that the Customer pays in relation to Service as set out in this Schedule and any applicable Order.

“CLI” or “Call Line Identity” is a feature which enables the callers telephone number to be forwarded at the same time as their call, enabling identification. This can be automatically collated but can also be keyed into a data capture system by the customer.

“Cloud Peering” means the Zoom technology used to describe the peering methods being employed by BT’s voice infrastructure.

“Cloud Voice Gateway” means a virtual Session Border Controller installed, configured and managed by BT in BT’s cloud instance to provide the Service, which can be shared among multiple customers.

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

“Controller” shall have the meaning given to it in the GDPR.

“Customer Committed Date” means the date provided by BT on which delivery of the Service is due to start.

“Customer Handbook” means the agreed document with the Customer upon completion of the delivery phase, providing Customer specific information relevant to the Service purchased.

“Customer Personal Data” means any Personal Data Processed as a Processor by BT in the context of providing the Services under this Governing Agreement.

“Data Subjects” shall have the meaning given to it in the GDPR.

“DID Number” or “Direct Inward Dialing Number” means any business phone number that routes directly to a specific phone or user within the company phone network.

“DPA” means Data Processing Agreement.

“Domain Name” means a readable name on an internet page that is linked to a numeric IP Address.

“Enabling Services” means the services as defined in Part B – Service Description

“GDPR” means the General Data Protection Regulation (EU) 2016/679 (“EU GDPR”) and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR as applicable to the Processing).

“Governing Agreement” means the master terms and conditions which govern this Schedule.

“Incident” means any unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.

“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.

“IP” also known as Internet Protocol, is the set of communication tools which enables computers to ‘talk’ to each other over the Internet. Each computer (known as a host) has at least one address that uniquely identifies it from all other computers on the Internet. Each piece (or ‘packet’) of information sent over the Internet

contains both the sender's Internet address and the receiver's address. This allows the packets to reach their intended destination, or, if necessary, to be returned to the sender.

"ISDN" stands for Integrated Services Digital Network. It is a set of communication standards that uses digital transmission to make phone calls, video calls, transmit data and other network services over the circuits of the traditional PSTN (Public Switched Telephone Network).

"Letters of Agency" means a formal document authorizing BT to act on behalf of the Customer.

"Operational Service Date" means the date upon which the Service is made operationally available to the Customer at a Site and may be called the "Service Start Date" in some Governing Agreements.

"Order" means means an Order that accompanies a Service Schedule for a new Service and contains the Parties agreement on Charges, rate card (where applicable) and any other relevant commercial information related to the Service referred to in the Order.

"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.

"Personal Data" shall have the meaning given to it in the GDPR.

"Planned Maintenance" means scheduled maintenance that is planned in advance.

"Priority 1" means a Qualifying Incident which cannot be circumvented, and which also constitutes a complete loss of the Service at the Site(s).

"Processing" and **"Processor"** shall have the meaning given to it in the GDPR.

"PSTN" or **"Public Switched Telephone Network"** means the international telephone system which is based on copper wires carrying analogue voice data. This is in contrast to newer telephone networks based on digital technologies, such as ISDN and FDDI (Fiber Distributed Data Interface).

"Qualifying Incident" means any Incident affecting the Service within the Service Management Boundary, with the exception of Incidents caused by:

- modifications or alterations to the Service made by Customer, or by BT in accordance with Customer's instructions;
- Planned Maintenance;
- network configurations that BT did not approve;
- incidents that have been reported but BT cannot confirm that an incident exists after performing tests; or
- Customer requests BT to test the Service at a time when no incident has been detected or reported.

"Regional Internet Registry" means an organisation that manages the allocation and registration of internet number resources within a particular region of the world. Internet number resources include IP Addresses and autonomous system (AS) numbers.

"SBC" also known as **"Session Border Controller"** means a SIP protocol aware network element that provides a security boundary between the outside and inside network.

"Service Requests" means changes to the Service raised by a Customer authorised administrator.

"SIP" or **"Session Initiation Protocol"** means a signaling protocol used for initiating, maintaining, and terminating real-time sessions that include voice, video and messaging applications.

"Site" means the physical Customer location to which the Service will be provided. Such Site may be Customer or third party owned.

"Sub-Processor" means a BT Affiliate or BT's supplier or subcontractor that BT engages to Process Customer Personal Data for the purposes of this Governing Agreement.



“Subscription Term” means the term contracted for this Service as set out in the Order. In some Governing Agreements this may also be called “Minimum Period of Service”.

“Supplier” or **“Zoom”** means Zoom Video Communications, Inc., 55 Almaden Blvd. 6th floor, San Jose, CA 95113 USA

“User” means any person who is permitted by the Customer to use or access a Service.

“User Adoption Services” means training of use service provided to customers as outlined as a service option set out at paragraph 2.5 in Part B – Service Description.

“VoIP” means Voice over Internet Protocol.

“Zoom Phone” means a cloud based phone system provided by Zoom.

“Zoom Phone Licences” means the necessary Zoom Phone licences required to “bring your own carrier”. This functionality allows the Customer to utilise SIP or VoIP services from their current service provider with Zoom Phone.