



BT Cloud Unified Communications Schedule to the General Terms

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A note on 'we' and 'you'

'We', 'us' and 'our' mean BT.

'You' and 'your' mean the Customer.

Phrases that refer to 'either', 'neither', 'each of us', 'both of us' or 'we both' mean one or both Parties, whichever makes sense in the context of the sentence.

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 Service

1 Service Summary

We will provide you with a cloud based hosted PBX Voice-over-Internet Protocol ("VoIP") service which provides you with voice connectivity between the BT Cloud Unified Communications Service and the PSTN, comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options that are selected by you as set out in any applicable Order, (the "**Service**").

2 Standard Service Components

We will provide you with all of the following standard service components ("**Standard Service Components**") in accordance with the details set out in any applicable Order:

2.1 Basic Service:

- 2.1.1 All Users will be provided with the basic Service including Basic calls, conference call facility, hold/resume, caller ID, caller ID block, call forward, call transfer, call return, call waiting, malicious call trace, DDI, do not disturb, extension dialling, as a minimum.
- 2.1.2 The specification of call features and functionality set out above are subject to change in line with product development.

2.2 Geographic Numbers:

- 2.2.1 Unless otherwise agreed, we will provide new geographic number(s) to route your calls via IP to PSTN gateways managed and hosted by us to your phones or groups of phones as specified in the provisioning data supplied by you following order placement.
- 2.2.2 Instead of using the new geographic number(s) referred to above, you may, by prior agreement with us, import any UK number using standard industry process and procedures into our network.

2.3 Call Destinations:

We will provide access to any of the following calling destinations which may be requested by you in the Order at the Charges set out or referred to in the Order or elsewhere as specified by us:

- 2.3.1 local;
- 2.3.2 national;
- 2.3.3 international; and/or
- 2.3.4 emergency (999) calls.

2.4 Supported Endpoints:

The Service will be delivered to you via any supported endpoint (soft phone, IP phone, mobile phone IP client). These endpoints will be provided by you. We reserve the right to restrict use of the Service to specified supported phones only. A list of supported devices will be supplied by us on request.

2.5 Standards:

The Service will be provided via VoIP using G.729a codec standards which can be delivered by you over multi-protocol label switching, Engineered Broadband Symmetric Assured, BNet, broadband, fibre, point-to-point leased line or any internet connection where G711 is also supported.

2.6 Admin Access:

We will provide administrative access to Support Contact(s) to add, change and delete Users on the Service using our online administrative portal. You will perform the majority of all such moves, adds and changes through use of this portal. We will provide help and assistance with queries via the BT Cloud UC Helpdesk.

2.7 BT Cloud UC Helpdesk:



- 2.7.1 You will provide first level support to your own Users.
The BT Cloud UC Helpdesk will provide second level support by telephone or fax to your Support Contact(s), in accordance with Paragraph 8.1.7 below, for:
- (a) Critical Issues, 24 hours 365 days per annum; and
 - (b) all issues other than Critical Issues, during Service Hours.
- 2.7.2 The BT Cloud UC Helpdesk will only provide support for BT Cloud Unified Communications and related optional features running on its own platforms and we will not be responsible for:
- (a) the improper use, operation, modification or neglect of the supported products or their merger (in whole or in part) with any other software;
 - (b) the use of the supported products with inappropriate equipment;
 - (c) the use of the supported products for a purpose for which they were not designed;
 - (d) any repair, adjustment, alteration or modification of the supported products by any person other than our Supplier without our prior written consent;
 - (e) the failure by you to implement recommendations in respect of solutions to faults previously advised to you by us;
 - (f) lack of competence or expertise by you. In this instance our Supplier may provide chargeable training services from time to time. It is a requirement of this Contract that you maintain at least two fully trained permanent members of staff who have attended our Supplier's training courses for the products supported. One of these must be a business user and the other an IT technical administrator;
 - (g) any support regarding the User's PC or your Customer Equipment;
 - (h) the User's headset or soft phone, unless provided by us, regarding configuration queries relating to connection to the Service;
 - (i) configuration of your network;
 - (j) application administration (e.g. creating and maintaining users, groups, routing strategies etc.) other than providing advice on how to program these functions;
 - (k) software replacement, installation, modifications; and
 - (l) software support or any other support outside the Service management boundary set out in Paragraph 4 (e.g. including operating systems, any other non-BT Supplier software, virus scanner, backup tools etc.).

3 Service Options

We will provide you with any of the following options that are selected by you as set out in any applicable Order ("**Service Options**") and in accordance with the details set out in that Order:

3.1 Premium Optional Features:

We will provide the following premium optional features on a per User basis: attendant console, instant messaging, lync OCS integration, video meet me and web collaboration.

3.2 Contact Centre:

3.2.1 We offer an optional call centre known as BT Cloud UC Contact Centre which provides inbound, outbound and blended call handling with realtime dashboards, historical reporting and email/sms capabilities. Users are subscribed on a concurrent agent basis up to the agreed committed amount as set out in the Order.

3.2.2 To allow you to deal with peak periods, we will allow additional Users to log in to the system over the committed amount, subject to payment of excess usage fees, as set out in the Order. We do not restrict the number of administrators or supervisors who log in to the system to run reports or undertake configuration activities and there is no charge for these types of Users.

3.2.3 The BT Cloud UC Contact Centre option set out above is subject to change in line with product development.

3.2.4 In addition to the BT Cloud UC Contact Centre, you will be provided with a success manager as a named single point of contact for operational support ("**Success Manager**").

3.2.5 The Success Manager will be responsible for the deployment of the Service in the first instance, including Customer training, and will then be on Site for the live activation of the Service and will be responsible for the ongoing business support of your operational use of the Service.

3.3 Call Recording:

3.3.1 We offer an optional call recording service known as BT Cloud UC Call Recording. This includes a full web playback user interface which comprises a quality monitoring and coaching platform. We do not restrict the number of Users who can log in as administrators or reviewers.



- 3.3.2 The call recording licence rental Charges are included in the BT Cloud Unified Communication Service seat rental. Call recording and call storage Charges are set out in the Order. Additional Charges will apply for optional call recording features available in conjunction with BT Cloud UC Contact Centre.
- 3.3.3 Where you have chosen this option for PCI-DSS purposes and it is stated on the Order Form the following in addition to Paragraph 6.5 below will also apply:
- (a) our Supplier will always ensure that your customers card details are always masked within the call recording;
 - (b) your customer's card details are not recorded or stored and are sent directly to your customer's card provider/issuer directly; and
 - (c) your call agents can remain on the call to assist your customer's should they require any assistance when entering any card details.
- 3.3.4 Further details concerning this Service option can be found from our Suppliers web site via the following URL: <http://www.magneticnorth.com/cloud-recording/pci-compliance>.
- 3.3.5 The BT Cloud UC Call Recording option is subject to change in line with product development.

3.4 **Provision of Connectivity:**

For Service we may deliver in the form of a Circuit(s) provided by us. The type of Circuit in particular the bandwidth speed will be dependent upon location of the Service, and/or Service features and components requested.

4 **Service Management Boundary**

- 4.1 We will provide and manage the Service as set out in Parts B and C of this Schedule and as set out in the Order up to the demarcation points where your voice and data services (including any equipment managed or controlled by you) interconnects with:
- 4.1.1 Voice Connectivity, the Gateway(s) used by the Service; and
 - 4.1.2 Data Connectivity, the BT Cloud Unified Communications Firewall(s) used by the Service ("**Service Management Boundary**").
- 4.2 We will have no responsibility for the Service outside the Service Management Boundary.
- 4.3 We do not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software.
- 4.4 For Shared Access IP Connect connections we are responsible for the provision of the Circuit, router and firewall. We are not responsible for provision of the required bandwidth for Shared Access circuits.

5 **Associated Services and Third Parties**

- 5.1 You will have the following services in place that will connect to the Service and are necessary for the Service to function and will ensure that these services meet the minimum technical requirements that we specify:
- 5.1.1 PSTN or ISDN service or arrange for the relevant service to be ported to us to enable the Services to be provided, ("**Enabling Service**").
- 5.2 If we provide to you any services other than the Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms and conditions.
- 5.3 We will not be liable for failure to or delay in supplying the Service if another supplier delays or refuses the supply of an electronic communications service to us and no alternative service is available at reasonable cost.

6 **Specific Terms and Conditions**

6.1 **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 Service or any Order by giving 90 days' Notice to the other.

6.2 **Minimum Period of Service**

At the end of the Minimum Period of Service, unless one of us gives Notice to the other of an intention to terminate the Service in accordance with the Contract, or you provide us with Notice of an intention to enter into another Minimum Period of Service at least seven Business Days before the end of the Minimum Period of Service, you will continue on, or be moved on to, a rolling one month Minimum Period of Service and we will continue to provide the Service and both of us will continue to perform each of our obligations in accordance with the Contract.

6.3 **Access to Emergency Services**



- 6.3.1 You acknowledge and agree that the Service provides the ability for Users to call the emergency services by dialling "999" or "112" but the caller location information will only be provided where you:
- (a) Inform us of the geographic location of calling numbers to enable us to maintain a database of calling numbers and geographic locations.
- 6.3.2 You acknowledge and agree that the access to emergency services is provided subject to the following additional limitations:
- (a) The ability to make 999 or 112 emergency calls cannot be guaranteed.
 - (b) 999 or 112 emergency calls may fail if there is a failure of mains power or Access Service.
 - (c) It will not be possible to make 999 or 112 emergency calls:
 - (i) from a mobile device using the Service (but 999 or 112 calls may be possible over the mobile network); or
 - (ii) if we have suspended or interrupted the Service for any reason.
- 6.3.3 Wherever possible, you should consider an alternative means to support emergency calls should the Service not be available due to the reasons set out in Paragraphs 6.3.2, 6.3.2(b) or 6.3.2(c) above. Every network number is registered to a Site address within your network. If a 999 or 112 emergency call is made, the location information received by the emergency services will be the Site address. If a network number is reallocated to a different Site it will take several days to update the location information with the new registered Site address details. You acknowledge and agree that until the location information received by the emergency services is updated the location information received by the emergency services will be the registered Site address before the network telephone number was reallocated.
- 6.4 **Access to Internet**
- 6.4.1 You acknowledge and agree that where the Service provides access to the Internet, the use of the Internet is at your own risk.
- 6.4.2 Where the Service is delivered over your own internet connection, you hereby acknowledge that there is no quality of service capability on the public internet and therefore the Service quality may vary according to network conditions, and we take no responsibility for this.
- 6.5 **Call Recording**
- 6.5.1 You are the Merchant and as such are responsible for assessing the implication of and maintaining PCI DSS compliance for your own business.
- 6.5.2 We or our sub-contractor will comply with the PCI DSS standard as at the effective date of the agreement. We or our sub-contractor will also ensure that our own compliance is maintained independently on behalf of us on an annual basis as per PCI DSS requirements. In order for the end to end Service to be PCI DSS compliant it is the Merchant's responsibility to ensure all other elements of its card processing, storage and transmission activities are PCI-DSS compliant.
- 6.5.3 If we, in our sole discretion, deem your card security practices to be unacceptable, or non-compliant with PCI DSS, we may refuse to provide the Service, or may suspend the Service (as applicable) until such practices are remedied or improved to our reasonable satisfaction. If your PSP is not operating in accordance with PCI DSS, we may suspend the Service until such time that it becomes compliant. If you refuse to comply with our reasonable instructions as to your card security procedures, or remains non-compliant in terms of PCI DSS, we may terminate the Contract in accordance with Clause 18 of the General Terms. We accept no liability in respect of the security recommendations it specifies as a result of any security checks carried out.



Part B – Service Delivery and Management

7 Our Obligations

7.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service, we:

- 7.1.1 will provide to you contact details for the helpdesk that you will be able to contact to submit service requests, report Incidents and ask questions about the Service ("**BT Cloud UC Helpdesk**");
- 7.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and are notified to us in writing. We won't be liable if, as a result of any such compliance, we are in breach of any of our obligations under this Contract; and
- 7.1.3 will provide you with a date on which delivery of the Service (or each part of the Service, including to each Site) is due to start and will use commercially reasonable endeavours to meet any estimated date.

7.2 Commissioning of the Service

Before the Service Start Date, we will:

- 7.2.1 configure the Service;
- 7.2.2 conduct a series of standard tests on the Service to ensure that it is configured correctly; and
- 7.2.3 connect the Service to each Enabling Service.

7.3 During Operation

On and from the Service Start Date, we:

- 7.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Levels in Part C of the Contract if we detect or if you report an Incident in the BT Network;
- 7.3.2 will work with the relevant supplier to restore Service as soon as practicable during Local Contracted Business Hours if we detect an Incident(s);
- 7.3.3 will maintain a web portal and server to provide you with online access to performance reports;
- 7.3.4 may carry out Planned Maintenance from time to time and will endeavour to inform you:
 - (a) at least five Business Days before any Planned Maintenance on the BT Network and/or BT Equipment, however you agree that we may inform you with less notice than normal where emergency Planned Maintenance is required;
- 7.3.5 may, in the event of a security breach affecting the Service, require you to change any or all of your passwords. We do not guarantee the security of the Service against unauthorised or unlawful access or use.

7.4 The End of the Service

On termination of the Service by either one of us, or expiry, we:

- 7.4.1 will provide configuration information relating to the Service provided at the Sites in a format that we reasonably specify; and
- 7.4.2 may disconnect and remove any BT Equipment located at the Sites; and

8 Your Obligations

8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service by us, you will:

- 8.1.1 provide us with the names and contact details of any individuals authorised to act on your behalf for Service management matters ("**Customer Contact**"), but we may also accept instructions from a person who we reasonably believe is acting with your authority;
- 8.1.2 provide us with any information reasonably required without undue delay;
- 8.1.3 provide us with access to any Sites during Business Hours, or as otherwise agreed, to enable us to set up, deliver and manage the Service;
- 8.1.4 complete any preparation activities that we may request to enable you to receive the Services promptly and in accordance with any reasonable timescales;
- 8.1.5 notify us in writing of any health and safety rules and regulations and security requirements that apply at a Site;
- 8.1.6 ensure that the LAN protocols, and applications you use will be compatible with the Service;



- 8.1.7 nominate at least one support contact from your IT support team ("**Support Contact**") who will be entitled to contact the BT Cloud UC Helpdesk to request support;
- 8.1.8 be responsible for nominating a supervisor(s) and administrator for the Service. You will ensure that the supervisor and administrator will attend the training provided by us through the Success Manager during the activation process on Site;
- 8.1.9 be responsible for training Users to use the Service and providing first level support for any User related issues;
- 8.1.10 except and to the extent that we are not providing the connectivity to your locations under Paragraph 3.4above, then you will be responsible for providing the necessary broadband and WAN connections to our Supplier's platform;
- 8.1.11 be responsible for providing LAN or WIFI connections at your locations as appropriate and to the standards required by our Success Manager for implementation of the Service;
- 8.1.12 be responsible for enabling and maintaining an inbound number to be routed to the Dialed number identification Service that we provide;
- 8.1.13 provide us with the Calling Line Identity to be presented on all outbound calls made by the Users; and
- 8.1.14 be responsible for all in-life application administration including the addition and/or maintenance of Users, groups, queues, skills-based routing, passwords, IVR voice recording and archiving, and campaign administration.

8.2 Service Operation

On and from the Service Start Date, you will:

- 8.2.1 ensure that Users report Incidents to the Customer Contact and not to the BT Cloud UC Helpdesk;
- 8.2.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the BT Cloud UC Helpdesk using the reporting procedures agreed between both of us, and will be available for all subsequent Incident management communications;
- 8.2.3 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;
- 8.2.4 ensure that any Customer Equipment that is connected to the Service or that you use, directly or indirectly, in relation to the Service is:
 - (a) connected using the applicable BT Network termination point, unless you have our permission to connect by another means and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment; and
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the Service and will not harm or damage BT Equipment, the BT Network, or any of our supplier's or subcontractor's network or equipment; and
 - (d) approved and used in accordance with relevant instructions and Applicable Law;
- 8.2.5 immediately disconnect any Customer Equipment, or advise us to do so at your expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 8.2.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;
- 8.2.7 maintain a list of current Users and immediately terminate access for any person who ceases to be an Authorised User;
- 8.2.8 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and:
 - (a) inform us immediately if a user 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;
 - (b) take all reasonable steps to prevent unauthorised access to the Service; and
 - (c) satisfy our security checks if a password is lost or forgotten;
- 8.2.9 if we request you to do so in order to ensure the security or integrity of the Service, change any or all passwords and/or other systems administration information used in connection with the Service;
- 8.2.10 ensure that the maximum number of Users that you authorise to access and use the Service ("**Authorised Users**") won't exceed the permitted number of User identities set out in the Order;
- 8.2.11 not allow any Authorised User subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual Authorised User, in which case you will ensure the prior Authorised User will no longer have any right to access or use the Service;



- 8.2.12 maintain a written, up to date list of current Authorised Users and provide such list to us within five Business Days of our written request at any time; and
- 8.2.13 inform us within five working days if the number of Users increases by more than five per cent from the number of Users set out in the Order. In these circumstances, or if we can demonstrate by management reports that the number of Users exceeds that limit, we may increase the Charges proportionally.

8.3 The End of the Service

On termination of the Service by either one of us, or expiry you will:

- 8.3.1 provide us with all reasonable assistance necessary to remove BT Equipment from the Sites;
- 8.3.2 disconnect any Customer Equipment from BT Equipment located at the Sites;
- 8.3.3 not dispose of or use BT Equipment other than in accordance with our written instructions or authorisation;
- 8.3.4 arrange for any BT Equipment located at the Sites to be returned to us; and
- 8.3.5 be liable for any reasonable costs of recovery that we incur in recovering the BT Equipment.

9 Notification of Incidents

Where you become aware of an Incident:

- 9.1 the Customer Contact will report it to our BT Cloud UC Helpdesk;
- 9.2 we will give you a unique reference number for the Incident ("**Ticket**");
- 9.3 we will inform you when we believe the Incident is cleared, and will close the Ticket when:
 - 9.3.1 you confirm that the Incident is cleared within 24 hours of being informed; or
 - 9.3.2 we've attempted unsuccessfully to contact you, in the way agreed between both of us, in relation to the Incident and you haven't responded within 24 hours of our attempt to contact you.
- 9.4 If you confirm that the Incident is not cleared within 24 hours of being informed, the Ticket will remain open, and we will continue to endeavour to resolve the Incident and, where appropriate, we will continue to measure Service availability, until the Ticket is closed as set out in Paragraph 9.3.
- 9.5 Where we become aware of an Incident, Paragraphs 9.2, 9.3 and 9.4 will apply.

10 Invoicing

- 10.1 We will invoice you for the Charges for the Service as set out in Paragraph 10.2 in the amounts and currency specified in any Orders.
- 10.2 We will invoice you for:
 - 10.2.1 the setup Charge together with the first period's (this may be quarterly, monthly or annually depending on the Minimum Period as set out in the Order) rental Charge following the Effective Date. Where you require quarterly billing there will be a six per cent increase to the charge for the Service. Any subsequent rental Charges and usage and non-Recurring charges will be invoiced as set out in Paragraphs 10.2.2 and 10.2.3.
 - 10.2.2 Recurring Charges, except Usage Charges, monthly in advance on the first day of the relevant month (for any period where Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis);
 - 10.2.3 Usage Charges, monthly in arrears on the first day of the relevant month, calculated at the then current rates;
 - 10.2.4 any Termination Charges incurred in accordance with Paragraph 11 upon termination of the relevant Service; and
- 10.3 At the end of the Minimum Period of Service, unless you agree with us to enter into another 12 or 36 month Minimum Period of Service, the Charges will revert to the Freedom 30 Contract Rate.
- 10.4 We may review the Charges on reasonable notice from the expiry of the Minimum Period of Service.
- 10.5 We may invoice you for any of the following Charges in addition to those set out in the Order:
 - 10.5.1 Charges for investigating Incidents that you report to us where we find no Incident or that the Incident is caused by something for which we are not responsible under the Contract;
 - 10.5.2 we may raise an additional Charge for any re-visit to a Site due to any act or omission by you;
 - 10.5.3 Charges for commissioning the Service as set out in Paragraph 7.2 outside of Business Hours;
 - 10.5.4 Charges for restoring Service if the Service has been suspended in accordance with Clause 10.1.2 of the General Terms;
 - 10.5.5 Charges for cancelling the Service in accordance with Clause 16 of the General Terms; and



10.5.6 Charges for expediting provision of the Service at your request after you've been informed of the installation date.

11 Charges at the End of the Contract

- 11.1 If you exercise your right under Clause 17 of the General Terms to terminate the Contract or any Service for convenience, you will pay us:
- 11.1.1 all outstanding Charges for Service rendered; and
 - 11.1.2 any other Charges set out in the Order.
- 11.2 In addition to the Charges set out at Paragraph 11.1 above, if you terminate during the Minimum Period of Service, you will pay us:
- 11.2.1 all charges incurred by us from a supplier due to the early termination; and
 - 11.2.2 Termination Charges, as compensation, equal to:
 - (a) where the Minimum Period of Service is 12 months or under:
 - (i) 100 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service; and
 - (ii) any waived installation Charges; or
 - (b) where the Minimum Period of Service is more than 12 months:
 - (i) for any parts of the Service that were terminated during the first 12 months of the Minimum Period of Service, 100% of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service;
 - (ii) 65 per cent of the Recurring Charges for the remaining months, other than the first 12 months, of the Minimum Period of Service; and
 - (iii) any waived Installation Charges.

12 Service Amendment

- 12.1 You may request, by giving us Notice, a change to:
- 12.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or
 - 12.1.2 the Service at any time after the Service Start Date.
- 12.2 If you exercise your right under Paragraph 12.1, and except where a change results from our failure to comply with our obligations under the Contract, we will, within a reasonable time, provide you with a written estimate, including:
- 12.2.1 the likely time required to deliver the changed Service; and
 - 12.2.2 any changes to the Charges due to the changed Service.
- 12.3 We have no obligation to proceed with any change that you request under Paragraph 12.1, unless and until we've both agreed in writing on the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change.
- 12.4 If we change a Service prior to the Service Start Date because you have given us incomplete or inaccurate information, we may, in our reasonable discretion, apply additional reasonable one-time and/or Recurring Charges.

13 IP Addresses, Domain Names and Telephone Numbers

- 13.1 Except for IP Addresses expressly registered in your name, all IP Addresses and Domain Names made available with the Service will at all times remain our property or the property of our suppliers and will be non-transferable. All of your rights to use such IP Addresses and/or Domain Names will cease on termination or expiration of the Service.
- 13.2 We cannot ensure that any requested Domain Name will be available from or approved for use by the Internet Registration Authorities and we have no liability for any failure in the Domain Name registration, transfer or renewal process.
- 13.3 You warrant that you are the owner of, or are authorised by the owner of the trade mark or name that you wish to use as a Domain Name.
- 13.4 You are responsible for all fees associated with registration and maintenance of your Domain Name, and will reimburse us for any and all fees that we pay to any Internet Registration Authorities, and thereafter be responsible for paying such fees directly to the relevant Internet Registration Authorities.



Part C – Service Levels

14 On Time Delivery

14.1 Not Applicable for this Service

15 Service Availability

15.1 Availability Service Level

15.1.1 We aim to provide the BT Cloud Unified Communications platform (which will be available to make voice calls) within the availability targets set out in the table below.

15.1.2 The Service level is measured as the availability of the BT Cloud Unified Communications platform to the demarcation point from the Our Supplier's network.

15.2 SLA Categories

Availability Target	Maximum Claim
Between 99.1% and 99.5%	10% of the rental in the month where the claimed outage event(s) took place, rebated against next rental invoice.
Between 95% and 99%	20% of the rental in the month where the claimed outage event(s) took place, rebated against next rental invoice.
Between 90% and 94.999%	35% of the rental in the month where the claimed outage event(s) took place, rebated against next rental invoice.
Below 90%	50% of the rental in the month where the claimed outage event(s) took place, rebated against next rental invoice.
Failure to improve on the statistics for response and resolution over the following quarter following a Service improvement plan	10% of the rental paid for the months in question where the service level was not met, rebated against next rental invoice.

15.3 Resolution Times

Outside of the demarcation point from our Supplier's network, we are unable to guarantee incident resolution times due to the integrated and multi-faceted nature of the Service.

16 Requests for Service Credits

16.1 If we fail to meet the availability targets set out in Paragraph 15 above then Charges for the Service will be credited as set out in the maximum claim in Paragraph 15.2 above. The credit will be applied to the monthly Charge for the Service.

16.2 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, us.

16.3 The Service Levels under this Schedule will not apply:

- 16.3.1 in the event that Clause 8 of the General Terms applies;
- 16.3.2 during any trial period of the Service;
- 16.3.3 to failures due to any Force Majeure Event;
- 16.3.4 if you cause a delay or do not provide any requested information in accordance with any reasonable timescales we tell you about;
- 16.3.5 for any notified or planned maintenance;
- 16.3.6 to any Incident not reported in accordance with Paragraph 9 above; or
- 16.3.7 if you haven't complied with the Contract.



Part D – Defined Terms

17 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the following 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):

“**Access Line**” means a Circuit connecting a Site to the BT Network.

“**Access Service**” means BT Business Broadband, BT Business Infinity or BTnet.

“**Authorised User**” has the meaning given in Paragraph 8.2.10.

“**Availability**” means the period of time when the Service is functioning.

“**Availability Service Level**” has the meaning given in Paragraph 15.1.1.

“**BT Cloud UC Helpdesk**” means the helpdesk provided by our Supplier for the Service described in Paragraph 2.7.

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

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

“**Circuit**” means any line, conductor, or other conduit between two terminals by which information is transmitted, and that is provided as part of the Service.

“**Critical Issues**” means where the Service cannot be used in any way, and/or an urgent request for information is required at a critical time and any use of the application cannot continue until the problem is resolved or information is provided.

“**Customer Contact**” has the meaning given in Paragraph 8.1.1.

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

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

“**Enabling Service**” has the meaning given in Paragraph 5.1.

“**Freedom 30 Contract Rate**” means the Recurring Charges tariff as set out at www.bt.com/btclouduc.

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

“**Installation Charges**” means those Charges set out in the Order in relation to installation of the Service and/or any Purchased Equipment, Customer Equipment and/or BT Equipment as applicable.

“**Integrated Services Digital Network**” or “**ISDN**” means a set of communication standards for simultaneous digital transmission of voice, video, data, and other network services over the traditional circuits of the PSTN.

“**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.

“**Internet Registration Authority**” means an internationally recognised organisation that logs the registered owners of Domain Names and manages Domain Name registries for the country or international community that it represents.

“**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 Sites (including data, voice and video conferencing services).

“**Local Contracted Business Hours**” means the times during which maintenance of any Access Line is provided, which will be Business Hours unless specified otherwise in the Order.

“**Merchant**” means the business that accepts payment cards directly and owns the Merchant Id with the bank.

“**Minimum Period of Service**” means a period of either one month, 12, 36 or 60 consecutive months beginning on the Service Start Date, unless otherwise set out in an Order.

“**Payment Service Provider**” or “**PSP**” means online services for accepting electronic payments by a variety of payment methods.

“**PCI DSS**” means the Payment Card Industry Data Security Standard;

“**PCI DSS Requirements**” means the Payment Card Industry (PCI) Data Security Standard Requirements and Security Assessment Procedures version 3.0;

“**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 Service or applicable part of the Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in the Order.

“**Service**” has the meaning given in Paragraph 1.

“**Service Hours**” means unless otherwise agreed 0830 until 1730 Monday to Friday excluding UK public holidays and Our Supplier's designated holidays.



“**Service Level**” has the meaning given in Part C of this Schedule.

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

“**Service Management Boundary**” has the meaning given in Paragraph 4.1.

“**Shared Access**” means you are able to share your Access Line(s) with or share the access line(s) of, another IP connect Global customer in order to create mutual VPNs, as agreed between the relevant parties under a separate agreement.

“**Site**” means a location at which the Service is provided.

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

“**Success Manager**” has the meaning given in Paragraph 3.2.5.

“**Supplier**” means the supplier who has agreed to supply various services to us.

“**Support Contact**” has the meaning given in Paragraph 8.1.7.

“**Ticket**” has the meaning given in Paragraph 9.2 and may also be known as a “**fault reference number**”.

“**Uniform Resource Locator**” or “**URL**” means a character string that points to a resource on an intranet or the Internet.

“**Usage Charges**” means the Charges for the Service or applicable part of the 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 Service, or the number of minutes the Service was used for) with the relevant fee that is specified in the Order.

“**VoIP**” has the meaning given in Paragraph 1.