



Cloud Work 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 – Cloud Work Service

1 SERVICE SUMMARY

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

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 4 ("**Cloud Work Service**").

2 STANDARD SERVICE COMPONENTS

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

2.1 User Feature Pack Licences

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

- 2.1.1 Cloud Work Basic;
 - 2.1.2 Cloud Work Connect+ HD Video Meetings; or
 - 2.1.3 Cloud Work Collaborate
- each as set out in the BT Price List.

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

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

2.4 BT Cloud Phone Portal

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

2.5 Geographical Numbers

- 2.5.1 BT will allocate a new Geographical Number to each User as set out in the Order.
- 2.5.2 You may port existing Geographical Numbers (subject to porting availability) via the BT Cloud Phone Portal at any time after the Service Start Date.

3 SERVICE OPTIONS

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

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

3.2 IP Phones

- 3.2.1 You may purchase:
 - (a) IP Phones configured for the Cloud Work Service from the Cloud Work portfolio; and
 - (b) analogue terminal adaptors.
- 3.2.2 You may use IP Phones not provided under this Contract with the Cloud Work Service in accordance with Paragraphs 7.13.2 and 9.2.10.

3.3 Professional Services

- 3.3.1 BT will provide you either of the following Professional Services:
 - (a) Professional Services Essentials; or
 - (b) Professional Services Extras.
- 3.3.2 Professional Services will be required for all implementations of 100 or more User Feature Pack Licences and is available as an optional extra for implementations of 80 – 99 User Feature Pack Licences.
- 3.3.3 Each Professional Services option has the following varying Professional Service Components as set out in the table below and in any applicable Order.
- 3.3.4 You may order a combination of remote or on-site implementation but the total number of implementations must be equal to the total number of User Feature Pack Licences purchased at the time the implementations are ordered.

| Professional Service Components | Professional Services Essentials | Professional Services Extras |
|---|----------------------------------|------------------------------|
| Project Management – provision of a project manager that will act as single point of contact for the delivery of the Professional Services. | Yes | Yes |
| Number Porting – assistance with capturing of any number porting requirements and with initial submission of port requests and up to three rejections/resubmissions requests per location or 90 days from initial submission. | Yes | Yes |
| Planning and Design – remote engagement to capture the details of your existing environment and plan for your future environment. | Yes | Yes |
| Network Assessment – an assessment of your network and the provision of an assessment report that will show your LAN/WAN performance and any required remedial action. | Yes | Yes |
| Business Requirement Deliverable (BRD) – assistance in completing the BRD form prior to implementation. | Yes | Yes |
| UI Build Out – remote configuration of user interfaces in the system including core office scripting and user interface administration and users’ profiles, Auto Receptionist and Call Routing | Yes | Yes |
| Remote Training Sessions – up to four hours of remote training for Administrators. Up to 10 one-hour training sessions to a maximum of 20 Users at a time. | Yes | Yes |
| Phone Deployment – testing/staging/deployment of IP Phones and Software, onsite device setup, Floor Walk and Go-Live Support at the Sites set out in any applicable Order. | No | Yes |
| Onsite Training – one training session for Administrators per Site. Up to three one-hour training sessions for Users per Site and will include configurations of up to five presence Users, up to five User call flows and up to five intercoms. | No | Yes |

4 SERVICE MANAGEMENT BOUNDARY

- 4.1 BT will provide and manage the Cloud Work Service in accordance with Parts A, B and C of this Schedule and as set out in any applicable Order (“**Service Management Boundary**”).
- 4.2 BT will have no responsibility for the Cloud Work Service outside the Service Management Boundary.
- 4.3 BT does not make any representations, whether express or implied, about whether the Cloud Work Service will operate in combination with any Customer Equipment or other equipment and software.

5 ASSOCIATED SERVICES

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

- 5.1.1 a suitably enabled Access Service with sufficient bandwidth to support your voice and data usage and service level requirements; and
- 5.1.2 where applicable, a suitable Local Area Network (“LAN”) infrastructure with a minimum of CAT5e structured cable including sufficient Ethernet ports for IP Phones to plug into,
(each an “Enabling Service”).
- 5.2 If BT provides you with any services other than the Cloud Work Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.
- 5.3 If you have purchased 4G Assure or a third party Internet service as part of your Access Service BT will not be responsible for the quality and availability of the Cloud Work Service when used over 4G Assure or a third party Internet service.

6 EQUIPMENT

6.1 Use of Purchased Equipment

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

- 6.1.1 keep the Purchased Equipment safe and without risk to health;
- 6.1.2 only use the Purchased Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;
- 6.1.3 not make any alterations or attachments to, or otherwise interfere with, the Purchased Equipment, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 6.2.2, nor permit any person (other than a person authorised by BT) to do so, without BT’s prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the Purchased Equipment;
- 6.1.4 not sell, charge, assign, transfer or dispose of or part with possession of the Purchased Equipment or any part of it;
- 6.1.5 not allow any lien, encumbrance or security interest over the Purchased Equipment, nor pledge the credit of BT for the repair of the Purchased Equipment or otherwise;
- 6.1.6 not claim to be owner of the Purchased Equipment and ensure that the owner of the Site(s) will not claim ownership of the Purchased Equipment, even where the Purchased Equipment is fixed to the Site(s);
- 6.1.7 obtain appropriate insurance against any damage to or theft or loss of the Purchased Equipment; and
- 6.1.8 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or misuse of the Purchased Equipment or where the Purchased Equipment is damaged, stolen or lost, except where the loss or damage to Purchased Equipment is a result of fair wear and tear or caused by BT.

6.2 Purchased Equipment

6.2.1 Delivery and Installation of Purchased Equipment

- (a) You will provide BT with the name and contact details of at least one individual who is responsible for receiving the Purchased Equipment at the Site(s).
- (b) BT will dispatch any Purchased Equipment for delivery to the applicable Site as set out in any applicable Order.
- (c) If agreed between both of us in any applicable Order, BT will install any Purchased Equipment at the applicable Site(s) by any agreed dates, but all dates are estimates.

6.2.2 Transfer of Title and Risk

- (a) Where the Purchased Equipment is delivered to a Site:
 - (i) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you when you have paid for the Purchased Equipment in full;
 - (ii) where BT delivers or installs the Purchased Equipment, risk will pass to you on delivery of the Purchased Equipment, but you will not be liable for any loss or damage that is caused by BT’s negligence; and
 - (iii) where BT does not deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment.

6.2.3 Acceptance of Purchased Equipment

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

- (i) where BT does not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and
- (ii) where BT installs the Purchased Equipment, the Service Start Date.

6.2.4 Warranty

- (a) During the period of 12 consecutive months following delivery of the Purchased Equipment (or any other period that BT advises you in a Notice), if you report to BT in accordance with Paragraph 10 that there is an Incident in the Purchased Equipment due to faulty design, manufacture or materials, or BT's negligence, BT will, or will arrange for the manufacturer or other third party to, replace (with the same or an updated model) or (at BT's option) repair the part affected by, or causing, the Incident free of charge, unless:
 - (i) the Purchased Equipment has not been properly kept, used or maintained in accordance with the 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 6.2.4(a).
- (c) BT does not warrant that the Software supplied in accordance with the Contract is free from Incidents, but BT will remedy any defects that materially impair performance (where necessary, by arrangement between both of us) within a reasonable time.

6.2.5 Security

- (a) You will ensure the proper use of any 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.

6.2.6 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.

6.3 WEEE Directive

- 6.3.1 You will comply with Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("**WEEE Directive**") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("**WEEE**").
- 6.3.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 6.3 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 6.3.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.

6.4 Sale of Goods

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

7 SPECIFIC TERMS

7.1 Changes to the Contract

- 7.1.1 BT may amend the Contract (including the Charges) at any time by either:
 - (a) publishing the amendment online at www.bt.com/pricing or www.bt.com/terms (or any other online address that BT advises you of); or
 - (b) by giving 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 that causes you material detriment, you will not have to pay any Termination Charges if you give Notice to terminate the affected 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 and Renewal Period**
 - 7.2.1 You may extend the Cloud Work Service, for a Renewal Period at the end of the Minimum Period of Service or a Renewal Period by agreement by both of us in writing.
 - 7.2.2 Where the Cloud Work Service is renewed in accordance with Paragraph 7.2.1:
 - (a) BT will continue to provide the Cloud Work Service for the new Renewal Period selected;
 - (b) the User Feature Pack Licences will renew for the Renewal Period;
 - (c) the Charges agreed between both of us will apply during the Renewal Period; and
 - (d) both of us will continue to perform each of our obligations in accordance with the Contract.
 - 7.2.3 Where the Cloud Work Service has not been extended in accordance with Paragraph 7.2.1:
 - (a) BT will continue to provide the Cloud Work Service until the Cloud Work Service is terminated by either one of us;
 - (b) the User Feature Pack Licences will continue on a monthly basis;
 - (c) BT will invoice you on a monthly basis the Charges applicable to a 12 month Minimum Period of Service as set out in Section 56, Part 18, Subpart 11 of the BT Price List from expiry of the Minimum Period of Service or current Renewal Period; and
 - (d) both of us will continue to perform each of our obligations in accordance with the Contract.
 - 7.2.4 If either of us gives Notice, in accordance with the Contract, to the other of an intention to terminate the Cloud Work Service at the end of the Minimum Period of Service or a subsequent Renewal Period, BT will cease delivering the Cloud Work Service on the last day of the Minimum Period of Service or subsequent Renewal Period.
- 7.3 Termination of Contract**
 - 7.3.1 For the purposes of Clause 17 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate:
 - (a) the Cloud Work Service, any applicable Order; or
 - (b) an individual User Feature Pack Licence,
 by giving 28 days' Notice to the other.
 - 7.3.2 BT may automatically terminate the Cloud Work Service, including the associated User Feature Pack Licences, to a particular Site if your separate contract for Access Service for that Site is terminated for any reason. If this occurs during the Minimum Period of Service or the Renewal Period for that particular Site, you will pay BT Termination Charges as set out in Paragraph 7.9.3, subject to Paragraph 7.9.5.
- 7.4 Customer Committed Date**
 - 7.4.1 If you request a change to the Cloud Work Service or any part of the Cloud Work Service, including any Purchased Equipment, then BT may revise the Customer Committed Date to accommodate that change.
- 7.5 Access to Emergency Services**
 - 7.5.1 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 Cloud Work Service to accurately convey correct calling number locations.
 - 7.5.2 BT will not guarantee your ability to use the Cloud Work Service to make emergency calls at all times, including where:

- (a) there is a failure of mains power or Access Service;
- (b) you are accessing the Cloud Work Service from a mobile device and are not using the mobile network;
- (c) BT has suspended or interrupted the Cloud Work Service for any reason, including Maintenance; or
- (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.

7.5.3 Every network number is registered to a Site address in your network and where an emergency call is made the location information received by the emergency services will be the Site address. Where a network number is reallocated from one Site to another, there may be a delay in updates to caller location information held by the emergency services and until the emergency services receive any updated location information, the location information held by the emergency services will be the address of the Site before the network telephone number was reallocated.

7.6 EULA

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

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

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

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

7.6.4 You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between you and the Software supplier and you will deal with the Software supplier with respect to any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.

7.6.5 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.

7.7 Telephone Numbers

7.7.1 You will not own any telephone number related to the Cloud Work Service and, apart from your right to number portability where you change communications provider, all your rights to use telephone numbers will cease on termination or expiration of the Cloud Work Service.

7.8 Invoicing

7.8.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges in the amounts set out in any applicable Order:

- (a) Recurring Charges, except Usage Charges, monthly or quarterly in advance (depending on your billing frequency) and for any period where the Cloud Work Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis and charged in arrears;
- (b) Usage Charges, monthly or quarterly in arrears (depending on your billing frequency), calculated at the then current rates;
- (c) any Charges for the chargeable add-ons listed in the BT Price List monthly in advance;
- (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) Professional Services Charges; and
- (f) any Termination Charges incurred in accordance with Paragraph 7.9 upon termination of the relevant Cloud Work Service.

7.8.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:

- (a) Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
- (b) Charges for commissioning the Cloud Work Service in accordance with Paragraph 8.2 outside of Business Hours;
- (c) Charges for Late Changes as set out in Section 56, Part 18, Subpart 11 of the BT Price List;
- (d) Out of Scope Charges as set out in Section 56, Part 18, Subpart 11 of the BT Price List; and

- (e) any other Charges set out in any applicable Order or the BT Price List or as otherwise agreed between both of us, including:
 - (i) Charges for late payment as set out in Section 15, Part 12 of the BT Price List;
 - (ii) Charges for dishonoured payments as set out in Section 15, Part 12 of the BT Price List; and
 - (iii) Charges for payment processing (if applicable) as set out in Section 15, Part 12 of the BT Price List.

7.9 Cancellation and Termination Charges

7.9.1 Cancellation Charges

For the purposes of Clause 16 of the General Terms, you will pay BT the Cancellation Charges as set out in Section 56, Part 18, Subpart 11 of the BT Price List if you cancel:

- (a) an Order for the Cloud Work Service, or part of it, at any time before the Service Start Date; or
- (b) an Order for Professional Services at any time before the Professional Services are completed.

7.9.2 Termination Charges

If you terminate the Contract, the Cloud Work Service, any applicable Order, or an individual User Feature Pack Licence for convenience in accordance with Clause 17 of the General Terms you will pay BT:

- (a) all outstanding Charges or payments due and payable under the Contract;
- (b) any other Charges as set out in any applicable Order; and
- (c) any charges reasonably incurred by BT from a supplier as a result of your early termination.

7.9.3 In addition to the Charges set out at Paragraph 7.9.2 above, if:

- (a) BT terminates during the Minimum Period of Service or any Renewal Period, a Cloud Work Service, including the associated User Feature Pack Licences, to a particular Site because your separate contract for Access Service for that Site is terminated for any reason; or
- (b) you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT Termination Charges, as compensation, equal to 70 per cent of the Recurring Charges of the relevant User Feature Pack Licences being terminated for any remaining months of the Minimum Period of Service or the Renewal Period.

7.9.4 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.

7.9.5 The Termination Charges in Paragraph 7.9.3 will not apply where a separate contract with BT for the Access Service was terminated because:

- (a) Clauses 18 and 19 of the General Terms apply;
- (b) BT terminated the separate contract for Access Service for convenience under Clause 17 of the General Terms; or
- (c) you terminated the separate contract for Access Service for convenience because BT has made a change to the contract for Access Service that causes you material detriment.

7.10 Content

7.10.1 Where BT provides you with Content:

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

7.11 Content for Music on Hold

- 7.11.1 Where you provide Content for Music on Hold, you:
- (a) warrant that you have obtained in writing all necessary rights, clearances and permissions to allow BT to provide Music on Hold using the Content, including any associated copying, storage, streaming or playing of the Content;
 - (b) will obtain all necessary licences from the Performing Right Society (PRS), Mechanical Copyright Protection Society (MCPS), Phonographic Performance Limited (PPL) or any copyright holder; and
 - (c) will pay any royalties or other charges to use the Content for Music on Hold.
- 7.11.2 You will indemnify BT for any Claims, losses, costs or liabilities brought against BT that results from or is connected with your failure to comply with this Paragraph 7.11.
- 7.11.3 Where any Content that you provide for Music on Hold becomes, or BT reasonably believes is likely to become, the subject of a Claim of infringement of any third party's Intellectual Property Right or breach of any licensing requirement, BT may:
- (a) delete the Content and replace the deleted Content with non-infringing Content; or
 - (b) disable the Music on Hold feature.

7.12 Resale

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

7.13 Use of the Cloud Work Service

- 7.13.1 You will not allow the Cloud Work Service to be used in any way that does not comply with any instructions BT has given to you or in breach of this Contract and must not attempt to circumvent any security measures.
- 7.13.2 You will be able to access the Cloud Work Service with any IP Phone:
- (a) from the Cloud Work portfolio, or
 - (b) not provided by BT under this Contract; and
 - (i) approved by BT; or
 - (ii) configured by you for use with the Cloud Work Service,
 but some or all of the functionality of the IP Phone may not be available with the Cloud Work Service.
- 7.13.3 You will only use the Cloud Work Service in the United Kingdom.
- 7.13.4 You will pay any Charges associated with any changes required to your IP Phone network (including the need for additional bandwidth) as a result of voice and data usage.

7.14 Geographical Number Porting

- 7.14.1 Where you wish to port any Geographical Number(s) to BT, you will:
- (a) provide BT with full and accurate details of the Geographical Number(s) to be ported;
 - (b) reach any commercial agreement with the suppliers of the services to which the numbers apply, including terminating the services and paying any applicable termination charges; and
 - (c) sign any letter of authority reasonably required by BT authorising the porting of the Geographical Number(s).
- 7.14.2 BT will provide you with a Port Date.

7.15 BT Cloud Phone Portal

- 7.15.1 BT will make available online via the BT Cloud Phone Portal details of your Cloud Work Service, including configuration information.
- 7.15.2 BT will use reasonable endeavours to provide uninterrupted access to the BT Cloud Phone Portal but BT does not guarantee that the BT Cloud Phone Portal will be available at all times or will be fault free.
- 7.15.3 Occasionally, for commercial or operational reasons including during the provision of service enhancements or software upgrades, BT may at any time:
- (a) change the access arrangements or URLs given to you provided that, if BT deems it appropriate, BT will notify you within a reasonable time before the event;
 - (b) change, without notice, the performance or functionality of the BT Cloud Phone Portal including all information, materials and Content, or the way BT provides the BT Cloud Phone Portal; or

(c) without notice, interrupt or suspend access to the BT Cloud Phone Portal but will restore access as quickly as possible.

7.15.4 In addition to Clause 15 of the General Terms, BT may, without Notice, restrict or suspend your access to or use of the BT Cloud Phone Portal, or any part of it, if BT reasonably believes that you are in breach or likely to be in breach of the Contract or of any other contract that you have with BT.

7.16 **Additional User Feature Pack Licences**

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

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

7.17 **Migration**

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

Part B – Service Delivery and Management

8 BT’S OBLIGATIONS

8.1 Service Delivery

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

- 8.1.1 will provide you with contact details for a Service Desk that will be available:
 - (a) during Business Hours on Business Days for Cloud Work Basic Users and any Single User Accounts; and
 - (b) 24x7x365 for Cloud Work Connect+ HD Video Meetings Users and Cloud Work Collaborate Users, excluding Single User Accounts;
- 8.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that you have notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract;
- 8.1.3 will provide you with a Customer Committed Date and will use reasonable endeavours to meet any Customer Committed Date, but all dates are estimates; and
- 8.1.4 will use reasonable endeavours to meet any timescales for Professional Services, but all dates are estimates and are dependent upon the accuracy and completeness of the information that you supply to BT and the degree of assistance that you provide to BT.

8.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 8.2.1 activate the Cloud Work Service;
- 8.2.2 on the date that BT has completed the activation of the Cloud Work Service, confirm to you the Service Start Date; and
- 8.2.3 in relation to the Professional Services:
 - (a) demonstrate that the Professional Service Components have been completed and require your Acceptance;
 - (b) after the date that you have Accepted the Professional Service Components in accordance with Paragraph 9.3 activate the Cloud Work Service; and
 - (c) on the date that BT has completed the activation of the Cloud Work Service, confirm to you the Service Start Date.

8.3 During Operation

On and from the Service Start Date, BT:

- 8.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if you report an Incident on the BT Network;
- 8.3.2 will maintain the BT Cloud Phone Portal as set out in Paragraph 7.15;
- 8.3.3 may carry out Maintenance from time to time and will use reasonable endeavours to inform you at least five Business Days before any Planned Maintenance on the BT Network or Purchased Equipment, however, BT may inform you with less notice than normal where Maintenance is required in an emergency;
- 8.3.4 may, in the event of a security breach affecting the Cloud Work Service, require you to change any or all of your passwords; and
- 8.3.5 may withdraw any Software at any time.

8.4 The End of the Cloud Work Service

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

- 8.4.1 may delete any Content; and
- 8.4.2 will terminate your right to access and use the BT Cloud Phone Portal.

9 YOUR OBLIGATIONS

9.1 Service Delivery

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

- 9.1.1 provide BT with the names and contact details of the Customer Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
 - 9.1.2 provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Cloud Work Service;
 - 9.1.3 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
 - 9.1.4 ensure that the LAN protocols and applications you use are compatible with the Cloud Work Service;
 - 9.1.5 prepare and maintain the Site(s) for the installation of BT Equipment and Purchased Equipment and supply of the Cloud Work Service, including:
 - (a) providing a suitable and safe operational environment for any BT Equipment or Purchased Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and applicable installation standards;
 - (b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect BT Equipment or Purchased Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance services;
 - (c) carry out any work that may be required after installation to make good any cosmetic damage caused during installation or maintenance;
 - (d) provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the Cloud Work Service, BT Equipment or Purchased Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the Cloud Work Service resulting from failure in the principal power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards; and
 - (e) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate;
 - 9.1.6 appoint an Administrator who will be responsible for Cloud Work Service management and administration including:
 - (a) service configuration;
 - (b) User account set-up including password management and provision of administration rights; and
 - (c) suspension or deletion of User accounts that should not be active;
 - 9.1.7 ensure that the Administrator will:
 - (a) follow, and will be responsible for ensuring that Users follow, best business practice for password security and management;
 - (b) allow administration rights only to those Users who need them, conduct regular audits and take action to remove rights as necessary; and
 - (c) immediately delete a User account if it is no longer required;
 - 9.1.8 immediately inform BT of any changes to the name and contact details of the Administrator;
 - 9.1.9 select either Professional Services Essentials or Professional Services Extras where your Order includes implementation of 100 or more User Feature Pack Licences;
 - 9.1.10 where you select Professional Services:
 - (a) attend and participate in all meetings and telephones calls to discuss and provide information required to perform the Professional Services;
 - (b) be responsible for undertaking any remedial action required for your LAN/WAN as identified during the network assessment;
 - (c) assist in the completion of and approve the Business Requirement Deliverable document; and
 - (d) comply with all of the terms and any additional obligations as set out in any Order and any other document relating to the Professional Services;
 - 9.1.11 install the IP Phones and connect them to your network unless you have purchased Professional Services Extras; and
 - 9.1.12 install the analogue terminal adaptors.
- 9.2 During Operation**
- On and from the Service Start Date, you will:

- 9.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
 - 9.2.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;
 - 9.2.3 monitor and maintain any Customer Equipment connected to the Cloud Work Service or used in connection with a Cloud Work Service;
 - 9.2.4 ensure that any Customer Equipment that is connected to the Cloud Work Service or that you use, directly or indirectly, in relation to the Cloud Work Service is:
 - (a) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means;
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the Cloud Work Service and will not harm or damage BT Equipment, the BT Network or any of BT's suppliers' or subcontractors' network or equipment; and
 - (d) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;
 - 9.2.5 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment does not meet any relevant instructions, standards or Applicable Law. Regardless of what it says elsewhere in the Contract, if you do not immediately disconnect any Customer Equipment, or advise BT to do so at your expense in accordance with this Paragraph 9.2.5, BT may suspend an affected Cloud Work Service immediately;
 - 9.2.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Cloud Work Service;
 - 9.2.7 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Cloud Work Service and:
 - (a) immediately terminate access for any person who is no longer a User;
 - (b) inform BT immediately if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
 - (c) take all reasonable steps to prevent unauthorised access to the Cloud Work Service;
 - (d) satisfy BT's security checks if a password is lost or forgotten; and
 - (e) change any or all passwords or other systems administration information used in connection with the Cloud Work Service if BT requests you to do so in order to ensure the security or integrity of the Cloud Work Service.
 - 9.2.8 ensure that the maximum number of Users of IP Phones will not exceed the permitted number of User identities as set out in any applicable Order;
 - 9.2.9 not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case you will ensure the prior User will no longer have any right to access or use the Cloud Work Service;
 - 9.2.10 only connect IP Phones that you have purchased from the Cloud Work portfolio to the Cloud Work Service, IP Phones owned by you and approved by BT or IP Phones that have been configured for use with the Cloud Work Service as set out in Paragraph 7.13.2; and
 - 9.2.11 subject to Paragraphs 7.3.2, 7.9.3 and 7.9.5, not terminate the Access Service or allow the Access Service to be terminated.
- 9.3 **Acceptance of Professional Services**
- 9.3.1 You will confirm if you Accept the Professional Service Components within two calendar days after receiving Notice from BT in accordance with Paragraph 8.2.3 ("**Acceptance Period**").
 - 9.3.2 The Professional Service is Accepted by you if you confirm Acceptance in writing during the Acceptance Period or is treated as being Accepted by you if you do not provide BT with Notice to the contrary by the end of the Acceptance Period.
 - 9.3.3 If, during the Acceptance Period, you provide BT Notice that you do not Accept the Professional Service Components BT will remedy the non-conformance without undue delay and provide you Notice that BT has remedied the non-conformance and requires Acceptance in accordance with Paragraph 9.3.2.

10 NOTIFICATION OF INCIDENTS

Where you become aware of an Incident:

- 10.1 the Customer Contact will report it to the Service Desk;
- 10.2 BT will give you a Ticket; and
- 10.3 BT will use reasonable endeavours to resolve the Incident as soon as reasonably practicable.

Part C – Service Levels

11 PORT DATE SERVICE LEVEL

11.1 Port Date Service Level

Where you have requested BT to port any Geographical Number(s) to BT in accordance with Paragraph 7.14, BT aims to port the Geographical Number(s) on or before the Port Date (“**Port Date Service Level**”).

11.2 Port Date Service Credits

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

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

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

- (a) BT will issue you with Port Date Service Credits by deducting the Port Date Service Credit from your invoice within two billing cycles of the request being received; and
- (b) following termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Port Date Service Credit in a reasonable period of time.

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

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

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

11.4.2 during any trial period of the Cloud Work Service;

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

11.4.4 if in BT’s reasonable opinion:

- (a) someone other than BT (including the previous service provider) causes a delay or prevents BT from porting the number;
- (b) the network connection is not ready for use;
- (c) BT reasonably asks for other help and you do not provide it;
- (d) BT is unable to contact you; or
- (e) the number has been ported by the Port Date but the Service Start Date has been delayed for other reasons.

Part D – Defined Terms

12 DEFINED TERMS

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading this Schedule.

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

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

“Access Service” means BT Business Broadband, BT Business Infinity, BTnet or BT IP Connect UK or a third party Internet service.

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

“Acceptance Period” has the meaning given to it in Paragraph 9.3.1.

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

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

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

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

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

“BT IP Connect UK” means BT’s IP Connect UK service that connects all your sites to a single private IP VPN, converging your voice, data, and video applications into a single IP network.

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

“BTnet” means a BT data service that allows you to connect to the Internet using a range of access methods at a variety of speeds over the BT Network.

“Business Hours” means between the hours of 0800 and 1800 in a Business Day.

“Business Requirement Deliverable” means the document that forms the core of the Planning and Design phase of Professional Services with further details in the Order.

“Call” means a signal, message or communication that is silent, spoken or visual.

“Call Routing” means the feature that enables passing a Call onwards to a specified User or team.

“Cloud Work Basic” means the Cloud Work User Feature Pack with further details set out at Section 56, Part 18, Subpart 11 of the BT Price List.

“Cloud Work Collaborate” means the Cloud Work User Feature Pack that includes all the features of the Cloud Work Basic and the Cloud Work Connect+ HD Video Meetings and some additional features with further details set out at 56, Part 18, Subpart 11 of the BT Price List.

“Cloud Work Connect+ HD Video Meetings” means the Cloud Work User Feature Pack that includes all the features of the Cloud Work Basic and some additional features with further details set out at 56, Part 18, Subpart 11 of the BT Price List.

“Cloud Work Service” has the meaning given to it in Paragraph 1.

“Content” means information made available, displayed or transmitted in connection with a Cloud Work Service including applications, data, information, emails, video, graphics, sound, music, photographs, software or any other material.

“Customer Contact” means the Administrator authorised to act on your behalf for Cloud Work Service management matters.

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

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

“Ethernet” means a family of computer networking technologies for LANs.

“EULA” has the meaning given in Paragraph 7.6.1.

“Floor Walk” means an individual on your office floor amongst your employees.

“General Terms” means the general terms that this Schedule is attached to, or where not attached to this Schedule, can be found at www.bt.com/terms, and form part of the Contract.

“Geographical Number” means public telephone numbers in the UK (excluding the Channel Islands) in the number space governed by Ofcom and attributed to communication providers for the purpose of enabling public telephony at a fixed location and which for the Cloud Work Service means a telephone number starting with 01 and 02.

“Go-Live Support” means guidance available during initial implementation.

“HD Video Meeting” means the web meetings and high definition video meetings features that BT provides as part of the Cloud Work Service.

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

“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 Phones” means the range of phones that use voice over IP technologies for placing and transmitting telephone calls over an IP network, such as the Internet, instead of the traditional PSTN and that are configured for use with the Cloud Work Service.

“Late Changes” means any changes or delays made in the 10 calendar days immediately before an agreed and Scheduled Site visit.

“Local Area Network” or **“LAN”** means the infrastructure that enables the ability to transfer IP services within Site(s) (including data, voice and video conferencing services).

“Minimum Period of Service” means a period of 12, 24, 36 or 60 consecutive months beginning on the Service Start Date, as set out in any applicable Order.

“Music on Hold” means a feature that provides a continuous broadcast of music to callers in a queue or on call hold.

“Network Assessment” has the meaning given to it in Paragraph 3.3 and as further described in the Order.

“Number Porting” has the meaning given to it in Paragraph 3.3 and as further described in the Order.

“Onsite Training” means the training delivered at your Site as part of Cloud Work Professional Services Extras.

“Out of Scope Charges” means any additional work carried out on Professional Services because of changes requested that are outside of the scope of the Professional Services set out in the Order.

“Phone Deployment” means an onsite engagement as part of Professional Services Extras and that includes the testing, staging, deployment of IP Phones and Software, and Go-Live Support as further described in any applicable Order.

“Planned Maintenance” means any Maintenance BT has planned to do in advance.

“Planning and Design” means the onsite engagement as part of Professional Services Essentials and Professional Services Extras to capture the details of your existing environment and plan for the future environment as further described in any applicable Order.

“Port Date” means the date that BT provides to you on which your existing Geographical Number will be ported and the Cloud Work Service made available to you on that number.

“Port Date Service Credit” means the Service Credit available for a failure to meet the Port Date Service Level as set out in Paragraph 11.1.

“Port Date Service Level” has the meaning given in Paragraph 11.1.

“Professional Service Components” means those elements of the Professional Services as set out in Paragraph 3.3 that you place on the Order.

“Professional Services” means Professional Services Essentials, Professional Services Extras and any applicable services provided by BT which are labour related services.

“Professional Services Essentials” means the Professional Services option that includes Project Management, Number Porting, Planning and Design, Network Assessment, Business Requirement Deliverable, UI Build Out and Remote Training Sessions with further details set out in the Order.

“Professional Services Extras” means the Professional Services option that includes all the features of Professional Services Essentials as well as Phone Deployment and Onsite Training with further details set out in the Order.

“Project Management” has the meaning given to it in Paragraph 3.3 and as further described in the Order.

"PSTN" means Public Switched Telephone Network, which is the concentration of the world's public circuit switched telephone networks.

"Recurring Charges" means the Charges for the Cloud Work Service or applicable part of the Cloud Work Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.

"Remote Training Sessions" has the meaning given to it in Paragraph 3.3 and as further described in the Order.

"Renewal Period" means for each Cloud Work Service, a period of 12, 24, 36 or 60 months following the Minimum Period of Service, and each subsequent 12, 24, 36 or 60 month period as agreed by both of us in accordance with Paragraph 7.2.1.

"Service Desk" means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the Cloud Work Service.

"Service Management Boundary" has the meaning given in Paragraph 4.

"Service Options" has the meaning given in Paragraph 3.

"Single User Account" means an account with only one User Feature Pack Licence.

"Site" means a location at which the Cloud Work Service is provided.

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

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

"UI Build-out" has the meaning given to it in Paragraph 3.3 and as further described in the Order.

"Usage Charges" means the Charges for the Cloud Work Service or applicable part of the Cloud Work Service that are calculated by multiplying the volume of units that you used or incurred in a period (e.g. number of agents using the Cloud Work Service, or the number of minutes the Cloud Work Service was used for) with the relevant fee as set out in any applicable Order.

"User Feature Pack Licence" means a licence that you acquire from BT to enable a User to use the Cloud Work Service.

"User Feature Pack" means Cloud Work Basic, Cloud Work Connect+ HD Video Meetings or Cloud Work Collaborate.

"Virtual Private Network" or **"VPN"** means a network that appears private to users while being provided over network infrastructure that is shared with other customers. Unless otherwise agreed in writing, communications over your VPN are restricted to those sites belonging to your VPN.

"WEEE Directive" has the meaning given in Paragraph 6.3.1.

"WEEE" has the meaning given in Paragraph 6.3.1.

"Wide Area Network" or **"WAN"** means the Access Service or any other network through which you connect to the Cloud Work Service.