



Service Schedule for BT Secure Contact

1. SERVICE DESCRIPTION

General Description

- 1.1. BT Secure Contact ("Service") is a cloud based PCI service providing the Customer with access to hosted Software which enables the Customer to receive payment over the telephone without the Customer's telesales agent seeing or hearing the caller's card information.
- 1.2. The Service includes a Hosting Set Up Service which includes:
 - 1.2.1 configuring the Customer's BT Direct Dial-In lines ("DDIs") that will be utilised in conjunction with the Service;
 - 1.2.2 defining and setting up the way in which the Customer will invoke Secure Mode; and
 - 1.2.3 setting up and configuring the interfaces to the Customer's Payment Service Provider "PSP".
- 1.3. BT will send the Customer a data capture form. The Customer will provide BT with all details necessary for successful completion of the Hosting Set Up Service in the data capture form.
- 1.4. The Service will be configured for a specified number of Licences equal to the number of Seats as per the Order Form.
- 1.5. If the PSP selected by the Customer is one for which no interface into the Service already exists then an additional charge may be levied for development of the new interface.
- 1.6. BT will pass transaction details obtained when an Authorised User processes a transaction to the PSP.
- 1.7. BT will pass back to the Customer the transaction reference and authorisation code for successful payments and the transaction reference and failure code for failed transactions.
- 1.8. Unless agreed otherwise, BT will provide public, open Application Processing Interfaces ("APIs") to the Customer and the Customer will be responsible for ensuring integration of the Service into its customer relationship management systems in the correct format.

- 1.9. If the Customer requires assistance to integrate the Service into its customer relationship management systems in the correct format, then this activity may be scoped as a professional service and provided at an additional charge.
- 1.10. The Customer agrees that where the Service is used over ISDN, emergency calls can only be called directly and not via the Indirect Access Code ("IA Code"). The Customer will be responsible for ensuring appropriate measures are put in place to enable Authorised Users to call emergency services.

Commencement and Term

- 1.11. The Contract is effective when signed by authorised representatives of the Parties. ("Effective Date")
- 1.12. The Service will commence on the Operational Service Date.
- 1.13. BT will try to provide the Service by the date agreed with the Customer but all dates are estimates and BT is not liable for any failure to meet those dates.
- 1.14. The Service will have a Minimum Period calculated from the Operational Service Date as notified by BT. Thereafter the Service will continue until terminated under Clause 8.4 of this Service Schedule.

Service Management Boundary

- 1.15. BT will be responsible for the Service up to but not including the BT ISDN Network Terminating Equipment ("NTE") at a Site.

2. TECHNICAL REQUIREMENTS

BT ISDN Service

- 2.1. BT will deliver the Service to the Customer over ISDN lines. The Customer will contract separately with BT for the supply and maintenance of ISDN lines. The Customer will ensure that the ISDN contract remains in force for the duration of this Contract. The Customer will not make changes to the ISDN lines without BT's prior written agreement.

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Internet Connectivity

2.2. In order to access the Service, the Customer is required to have internet connectivity with a minimum operating system of Internet Explorer 6, Chrome or Firefox installed and running on its computer systems interfacing with the Service.

3. LICENCE TERMS

3.1. Subject to the Customer paying the Charges for each Licence, BT grants to the Customer the Subscription Licence.

3.2. The rights granted under this Clause 3 are granted to the Customer in respect of the Customer's or the Licence Beneficiaries' Authorised Users only and will not be considered as extending to any other Affiliates of the Customer unless and until BT agrees in writing that any such Affiliate is a Licence Beneficiary under the Contract.

3.3. The Customer will be fully liable and responsible for all acts and omissions of the Licence Beneficiaries and Authorised Users as if those acts and omissions were the acts and omissions of the Customer.

3.4. Without prejudice to any other remedy that BT may have, all Licences will terminate immediately upon notice if the Customer, Authorised User or one of the Licence Beneficiaries commits a breach of the Licence Terms and (if capable of remedy) fails to remedy such breach within 14 days after being given notice to do so.

3.5. All Licences will terminate upon the termination of the Contract howsoever occurring.

3.6. In addition to Clause 8.5 and 8.6 of this Service Schedule and all other provisions set out in this Clause 3, as a condition of all Licences the Customer undertakes:

3.6.1 not to access the Software or the Service by any means other than a Seat;

3.6.2 to supervise and control the use of the Software and the Service in accordance with the terms of the Contract;

3.6.3 not to use the Software or the Service on behalf of or for the benefit of any third party (including use of the Software or the Service for the purpose of operating a Service Bureau);

3.6.4 not to make the Software or Service available to any third party except the Authorised Users;

3.6.5 to effect and maintain adequate security measures to safeguard the Software and the Service from access or use by any unauthorised person;

3.6.6 not to access all or any part of the Software or the Service in order to build a product or service which competes with the Software or the Service; and

3.6.7 not to license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit the Software or the Service.

4. CUSTOMER'S OBLIGATIONS

4.1. The Customer is responsible for assessing the implication of and maintaining Payment Card Industry Data Security Standards "PCI DSS" compliance for its own business. The Customer will provide documented evidence of validated PCI DSS compliance on request from BT.

4.2. The Service complies with the PCI DSS standard as at the Effective Date of the Contract. The Customer is responsible for ensuring all other elements of its card processing activities are PCI DSS compliant.

4.3. If BT, in its sole discretion, deems the Customer's card security practices to be unacceptable, or non-compliant with PCI DSS, BT may refuse to provide the Service, or may suspend the Service (as applicable) until such practices are remedied or improved to BT's reasonable satisfaction. If the Customer's PSP is not operating in accordance with PCI DSS, BT may suspend the Service until such time that it becomes compliant. If the Customer refuses to comply with BT's reasonable instructions as to the Customer's card security procedures, or remains non-compliant in terms of PCI DSS BT may terminate the Contract in accordance with paragraph 6 of the Conditions. BT

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accepts no liability in respect of the security recommendations it specifies as a result of any security checks carried out.

4.4. The Customer will (and will procure that the Licence Beneficiaries will):

4.4.1 ensure that the number of Seats does not exceed the number of Licences purchased;

4.4.2 provide BT with all necessary co-operation in relation to the Contract;

4.4.3 provide BT with all necessary access to such relevant information as may be required by BT in order to provide the Services, including but not limited to security access information and configuration information;

4.4.4 carry out all other Customer responsibilities set out in the Contract in a timely and efficient manner;

4.4.5 ensure that the Authorised Users use the Software and the Service in accordance with the terms and conditions of the Contract and will be responsible for any Authorised User's breach of the Contract as if they were its own;

4.4.6 obtain and will maintain all necessary licences, consents, and permissions necessary for BT, its contractors and agents to perform their obligations under the Contract;

4.4.7 ensure that its network and systems comply with the relevant specifications provided by BT from time to time, including the need for the circuits between the Customer's infrastructure and the Service to be provided in the form specified by BT;

4.4.8 be responsible for the employing or procuring of all contact centre agents and to manage such Authorised Users when receiving calls and processing card payments;

4.4.9 be responsible for procuring all telephony services necessary to enable its contact centre agents to receive calls from end Customers;

4.4.10 be responsible for procuring all computer hardware and services (including internet connectivity) necessary to enable its contact centre agents to process card payments;

4.4.11 be responsible for all end Customer queries about card payments; and

4.4.12 be responsible for the content of the CRM Payments Pages which Authorised Users access when processing transactions.

4.5. If the Customer delays or fails to perform its obligations set out in this Clause 4, BT may:

4.5.1. adjust any agreed timetable or delivery dates and/or;

4.5.2. invoice the Customer for any reasonable Charges that would have been due had the delay or failure to perform not occurred.

4.6. BT will provide and manage the Service as set out in this Service Schedule up to the demarcation points as set out in Clause 1.15 ("Service Management Boundary") of this Service Schedule. The Customer is responsible for providing any interconnecting communications services outside of the Service Management Boundary. BT is not responsible and will have no liability whatsoever for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, which are not provided by BT under the Contract and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

4.7. The Customer will be responsible for any required reconfiguration of any Customer Equipment connected to the Service or used in connection with the Service to support renumbering on the ISDN lines.

5. SUPPORT SERVICES

5.1. BT will provide to the Customer:

5.1.1 relevant Service updates from time to time including details of all new features and functions; and

5.1.2. the Secure Contact Helpdesk through which BT will respond to technical queries raised by the Customer's IT staff concerning the use or application of the Service in accordance with Clause 5.4 ("Support Services") below.

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- 5.2. The Customer will be responsible for providing first line support to its Authorised Users of the Service.
- 5.3. BT will only accept calls or emails to the Secure Contact Helpdesk from Authorised Users who are adequately trained to use the Service and are technically competent. Calls or emails from any other Authorised Users will be referred back to the Customer.
- 5.4. Subject to Clause 5.5 below, BT will:
- 5.4.1. classify each fault under one of the priority levels in the following table, based on all evidence available to BT; and
- 5.4.2. use reasonable endeavours to resolve each fault in accordance with the applicable Service Level as set out in the table below:

Priority Level	Description	Service Level Target
Priority 1 (applies to BT systems and major business processes only)	Total loss of any part of the BT managed elements of the Service that immediately affects Authorised Users or the ability of the Customer to offer Authorised User service, or that immediately affects Customer revenue. This would include any failure of any part of the Service that offered Authorised User servicing in real time. Applies to BT systems and processes only.	4 Working Hours
Priority 2 (applies to BT systems and processes)	High business impact: Failures which don't immediately affect Authorised Users or Customer revenue but	2 Working Days

only)	which risk doing so if not corrected within a few working days. This would include batch jobs or file transfer failures, slow response times from systems providing the service, failure to print.	
Priority 3 (applies to BT systems and processes only)	Medium business impact: Failures which don't risk Authorised User care or Customer revenue, but which cause a deterioration of the Customer's ability to use the Service effectively. This would include failures, limited functionality or service slowdowns limited to a small number of Customer agents.	5 Working Days
Priority 4 (applies to BT systems and processes only)	Low business impact: Any problem that does not fit into priority levels 1-3. These will typically be problems with no direct service impact.	No specific target but such issues will typically be fixed within six months

5.5. The Service Levels are estimates provided for information only. BT will have no liability for failure to meet the Service Levels and the estimated resolution times. The Service Levels will not apply in connection with:

- 5.5.1 the impact of a force majeure event under the Contract;
- 5.5.2 any suspension of the Service under the Contract;

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- 5.5.3 a fault on the Customer's network or Customer Equipment configuration, or a failure by any part of the Customer's network or Customer Equipment configuration to meet any necessary interface requirements;
- 5.5.4 scheduled or notified downtime;
- 5.5.5 faults or omissions of other service providers excluding where such service providers provide service as subcontractors of BT under the Contract;
- 5.5.6 failure or delays by the Customer in giving BT access to the Customer's network or Customer equipment, or any information relating to the same as BT requires in order to resolve any issues and/or maintain the Service;
- 5.5.7 a failure or delay by any agent or contractor working on the Customer's behalf in order to resolve any issues and/or maintain associated services that fall outside the Service Management Boundary; and
- 5.5.8 a failure by the Customer to comply with any of the terms of the Contract.

6. CHARGES AND BILLING

Charges

- 6.1. Charges for the Service are set out in the Order Form.
- 6.2. The Customer will be liable for Charges for the Service from the Operational Service Date.
- 6.3. In respect of Subscription Licences, BT may at any time review the Charges for the Subscription Licences and/or the Service Support Fees and will provide the Customer with 90 days' notice of any such change in Charges. If the Customer objects to the change in Charges it may exercise its rights under Clause 8.4 of this Service Schedule.

Billing

- 6.4. BT will bill the Customer monthly on the same date each month. The Customer's first bill may cover a period of more than one month. The Customer will pay all Charges for the Service within thirty days of the date of BT's invoice.

Cancellation and Termination Charges

- 6.5. If prior to the Operational Service Date the Customer cancels Service under Clause 8.4 of this Service Schedule (other than for the default of BT), or if BT terminates Service for breach, then the Customer will compensate BT for Charges in respect of work performed, money spent and commitments entered into to meet the Customer's requirements up to and including the time of cancellation.
- 6.6. If subsequent to the Operational Service Date the Customer terminates Service under Clause 8.4 of this Service Schedule (other than for the default of BT), or if BT terminates Service for breach, then the Customer will compensate BT with:
 - 6.6.1. any outstanding set up fees; and
 - 6.6.2. where the Service is terminated within the Minimum Period, an amount equal to the Charges payable for the remainder of the Minimum Period.

7. LIMITATION OF LIABILITY

- 7.1. The limit of liability under Clause 7.2 of the Conditions for each party's liability to the other Party in contract, tort (including negligence) or otherwise in relation to the Contract is limited to 100% of the Charges paid or payable to BT for the Service during the 12 month period prior to the incident(s) giving rise to the claim(s) or for all events (connected or unconnected) arising in respect of the Contract.
- 7.2. BT is not liable to the Customer either in contract, tort (including negligence) or otherwise for the acts or omissions of other providers of telecommunications or Internet services (including domain name registration authorities) or for faults in or failures of their equipment.

8. AMENDMENTS TO THE CONDITIONS

Changing the Contract

- 8.1. The following Clause will replace and supersede Clause 5.1 of the Conditions:

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BT may change the Contract (except the Charges) at any time and will publish any change in line with Clause 8.2 below. BT may make changes to Charges in line with the provisions of Clause 6.3 and 8.3 of this Service Schedule.

- 8.2. The following Clause will replace and supersede Clause 5.2 of the Conditions:

BT will publish any changes to the Contract (except the Charges) online at www.bt.com/pricing (or any other online address that BT may advise the Customer) or, at its discretion, notify Customers in writing (including by email):

- (a) for changes that are to the Customer's significant detriment, at least one month before the change is to take effect; and
- (b) for all other changes at least one day before the change is to take effect.

- 8.3. The following additional Clause will apply to Clause 5 of the Conditions.

BT may notify the Customer of changes to the Charges:

- (a) by letter to the address to which BT sends bills or to the Customer's primary email address; and
- (b) the notice provisions in Clause 6.3 of this Service Schedule will apply.

Ending the Contract

- 8.4. The following Clause will replace and supersede Clause 6.2 of the Conditions:

The Customer may end the Contract or a Service provided under it at any time by giving three months' written notice to BT subject to the payment of any outstanding Charges or any applicable termination Charges.

BT may end the Contract or a Service provided under it at any time by giving six months' written notice to the Customer.

Intellectual Property

- 8.5. The following Clause will replace and supersede Clause 8.2 of the Conditions:

Subject to any licence provisions set out in Clause 3 of this Service Schedule, BT will grant the Customer a, non-transferable and non-exclusive licence to use the Software in object code form solely as necessary for receipt of the Service and solely in accordance with the Contract and the applicable documentation. The term of any licence granted by BT under this Clause is co-terminus with the term of the Service with which the Software is associated.

- 8.6. The following Clause will replace and supersede Clause 8.4 of the Conditions:

Except as permitted by applicable law or as expressly permitted under the Contract the Customer agrees not to copy, reverse engineer, disassemble, de-compile translate or modify any Software, or knowingly permit anyone else to do so.

Data Protection

- 8.7. The following Clause will replace and supersede Clause 9.13 of the Conditions

The Customer and BT will comply with their respective obligations under the Data Protection Act 1998 (DPA). Where one party transfers personal data (as defined by the DPA) to the other for processing, the receiving party will process that data only for the period of and to the extent necessary for the performance of the Contract; will take measures to keep it secure; and, where it transfers personal data outside the European Economic Area (EEA) or to any subcontractors, to ensure that it is adequately protected.

The following terms have the meanings given in the Data Protection Act 1998: "personal data", "processing/process", "data subject", "data controller" and "data processor".

The Customer will be the data controller and BT will be the data processor in relation to any processing of personal data.

BT will, as data processor:

- (a) process the personal data only on and in accordance with the instructions of the Customer;

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- (b) not modify, amend or alter the contents of the personal data other than as required by the Contract or with the prior written consent of the Customer;
- (c) implement appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss or destruction or damage;
- (d) take reasonable steps to ensure the reliability of any of the personnel who have access to the personal data;
- (e) notify the Customer if it is aware that any personal data has been the subject of unauthorised or unlawful processing or accidental loss or destruction or damage;
- (f) notify the Customer within seven working days of receipt by it, of a request or notice from any data subject to have access to that person's personal data held by it;
- (g) not retain the personal data for longer than is necessary to properly perform the Contract and upon expiry of the Contract for whatever reason, or at any other time at the Customer's reasonable request, securely destroy or promptly return the personal data provided that such secure destruction or return does not prevent BT from fulfilling its obligations under the Contract or otherwise at law; and
- (h) ensure that any subcontractor enters into a contract which provides that the subcontractor has no less a degree of obligation as set out in this Clause 8.7.

9. DEFINITIONS

"Affiliate(s)" means, in respect of a party, any corporate entity from time to time: (i) Controlling, (ii) Controlled by or (iii) under common Control with, that party.

"Application Programming Interface" or "API" means a set of programming instructions and standards for accessing a web-based software application or web tool.

"Authorised User(s)" means those employees, agents and independent contractors of the Customer and/or the Licence Beneficiaries who are authorised by the Customer to use the Services for the Permitted Purpose as part of the Customer's and/or the Licence Beneficiaries' internal business purposes.

"Charges" means the fees payable for Services under the Contract as set out in the Order Form.

"Conditions" means the Conditions for BT Business Services.

"Control" means, in respect of any corporate entity, the legal or beneficial ownership, directly or indirectly, of fifty percent (50%) or more of the shares of such corporate entity ordinarily having voting rights or control directly or indirectly of the appointment of a majority of the board of management (and "Controlled" and "Controlling" will be construed accordingly).

"CRM Payments Pages" means the pages on the Customer's computer system presented to Authorised Users when processing transactions from end customers.

"Hosting Set Up Fee" means the charge for the Hosting Set Up Service as specified in the Order Form.

"Hosting Set Up Service" means the set up activity to configure how the Customer's systems access the Service as set out in Clause 1.2 of this Service Schedule.

"Indirect Access Code" or "IA Code" means a prefix added to a call so it can be routed through the Service.

"ISDN" means Integrated Services Digital Network.

"Licence" means a licence to the Customer from BT to access and use the Software and the Service via a Seat being a Subscription Licence.

"Licence Beneficiaries" means those Affiliates of the Customer who BT permits to use and access the Service as set out in Clause 3 (Licence Beneficiaries) of this

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Service Schedule or as otherwise approved by BT and agreed in writing by the parties.

“Licence Terms” means the terms of the Licence as specified in the Contract.

“Minimum Period” means the minimum period the Service will be provided, commencing on the Operational Service Date. The Minimum Period will be set out in the Order Form.

“Operational Service Date” means the date on which the Service is first made available to the Customer.

“Order Form” means the form signed by the Customer that specifies the information required for the Customer to order Service from BT, including the Charges for the Service.

“Parties” means both BT and the Customer.

“Payment Card Industry Data Security Standards” or **“PCI DSS”** means a widely accepted set of policies and procedures intended to optimise the security of credit and debit card transactions and protect cardholders against misuse of their personal information.

“Permitted Purpose” means use of the Service for the purpose of receiving payment over the telephone without the Customer's telesales agent seeing or hearing the caller's card information.

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

“Seat” means the (“Media Access Control”) MAC address of the device from which the Service is accessed i.e. a desktop-PC.

“BT Secure Contact” means the service described in this Service Schedule and which incorporates the Software.

“Secure Contact Helpdesk” means the BT-provided second line helpdesk for the Service which the Customer may access at any time using the telephone and or email contact details notified to the Customer by BT.

“Service Bureau” means a company which provides business services for a fee. Services can include processing card payments.

“Service Level(s)” means the estimated resolution targets as set out in the table in Clause 5.4 of this Service Schedule.

“Service Management Boundary” means any aspect of the Service environment that is outside of BT's control, including without limitation, any Customer obligation or third party component for which the Customer has directly contracted.

“Secure Mode” means the operational mode which masks the card details from the Authorised User.

“Service(s)” means the BT Secure Contact services to be provided by BT as detailed in this Service Schedule.

“Software” means any software and associated written and electronic documentation provided by BT as part of the Service.

“Subscription Licence(s)” means a licence to allow Authorised Users to access and use the Service from a Seat during the period for which the Customer has paid the Subscription Fee solely for the Permitted Purpose as part of Customer's or the Licence Beneficiaries (as the case may be) internal business operations, in accordance with the terms of the Contract.

“Support Services” means the support services as set out in Clause 5 of this Service Schedule.

“Support Service Fee(s)” means the charge for the Support Services payable monthly in respect of Subscription Licences.

“Working Hours” means 09:00 to 17:00 on Working Days.