



BT Trading Enterprise Service Schedule

BT Contract Reference:

Customer Contract Reference (optional):

1 Introduction

Where, pursuant to an Order, Customer purchases BT Trading Systems and/or Services (defined below), the following additional terms and conditions (as applicable) shall apply to such an Order in addition to the General Terms and Conditions set out in the Agreement.

Only the Part(s) of this BT Trading Enterprise Schedule (the "**Schedule**") that are relevant to the content of the Order shall apply. By way of example, where the Order is for the provision of a System with related installation Services but without Support Services, only Parts A, B D, and E of this Schedule shall apply to the Order.

2 Definitions and Abbreviations

The following definitions and abbreviations shall apply, in addition to those in the General Terms and Conditions of the Agreement. In the case of conflict between these defined terms and the defined terms in the General Terms and Conditions, these defined terms will take precedence for the purposes of this Schedule.

"**Acceptance Date**" means the date upon which the Hardware and/or Software is accepted or deemed to be accepted pursuant to Paragraph 5, below;

"**BT Personnel**" means employees, agents or contractors of any BT Affiliates and any third party suppliers or subcontractors engaged in the provision of BT Trading Services;

"**Cosmetic Fault**" means a minor failure of the System with no material loss of functionality or performance;

"**Documentation**" means the manuals and documents, whether electronic or printed, provided by BT pertaining to the installation, maintenance and support of the System and/or Services as amended from time to time;

"**Fault**" means any error in the Hardware or in any algorithm, routine, sub-routine or other coded instruction contained in the Software that causes a detrimental, unintended effect in the operation of the System, resulting in a failure of the Hardware or Software, as the case may be, to perform substantially in accordance with the Service Description;

"**Functional Enhancement**" means a release of the Software capable of providing new or improved functionality;

"**Hardware**" means the products (excluding any Software) that are provided, as set out in Orders;

"**Level of Service**" or "**Service Level**" means the level of performance of the Support Services, including Response Time and Target Fix Time, as set out in Appendix 2 "BT Trading Enterprise Service Specification";

"**License Update**" means a release of Software provided in accordance with the BT Trading Enterprise Service Specification;

"**Major Release**" means a new version release of the Software that follows the following sequential release numbers, for example V1.0, V2.0, V3.0, etc.;

"**Major System Fault**" means a failure in the Hardware or the Software that results in a complete loss of service of the System, or a situation in which an issue, Fault, or error is causing a significant loss of functionality to the System that affects multiple users;

"**Major Upgrade**" means an upgrade of the Software from one Major Release to another Major Release (for example, an upgrade from V1.0 to V2.0). Major Upgrades may involve upgrades of the Software that advance the Software through more than one Major Release (for example, an upgrade from V1.0 to V3.0);

"**Minimum Period of Service**" or ("MPOS") means the period commencing from earlier of the Operational Start Date (set out in the relevant Order) or the Acceptance of the Systems as set out in Paragraph 5 to the end of Minimum Service Period stated in the relevant Order; in case no Minimum Period of Service is defined in the Order the MPOS shall be twelve (12) months.



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"Minor Release" means an interim version release of the Software provided between Major Releases that may provide minor enhancements or bug fixes and that follows the following interim release numbers, for example V1.1, V1.2, V1.3, etc.;

"Minor System Fault" means any System failure other than a Major System Fault or Cosmetic Fault that affects Customer's ability to use the System strictly in accordance with the Service Description but does not materially affect Customer's organisation or business;

"Obsolescence" means (a) Customer's current version of the Software has fallen more than two (2) Major Releases behind the latest Major Release; and/or (b) in the case of any third party software or equipment provided as part of the System or Support Services, that third party supplier has announced end of life in respect thereto;

"Operating Environment" means the Hardware and Software, network and communications environment that the System requires in order to function;

"Person on Site" means the Support Service option described in Paragraph 12.6, which provides for BT's engineers to be placed at the Site during the Service Cover Time;

"Professional Services" means any technical Services, installation or general engineering Services to be provided by BT as detailed in this Schedule or an Order;

"Remote Access Connection" means the method, consistent with Customer's security requirements, by which an engineer remotely accesses the System to provide Support Services;

"Remote Support" means a Support Service option that is based on a capability to perform the Support Services from a remote location via a Remote Access Connection to the System but it also includes the capability for BT engineers to go to the Site in the event of a Fault on the System that cannot be resolved remotely;

"Resolution" means the rectification of a Fault by means including but not limited to the installation of alternative Hardware, a License Update, the re-configuration of the System, the provision of a Workaround, or advice from BT;

"Response Time" means the time taken by BT's relevant technical employee to initiate an investigation (whether on-Site or remotely) following the report of a Fault;

"Services" means the installation, maintenance, or provision of other services by BT, including Professional Services, Support Services, and/or Voice Recording Services, as specified within this Schedule or Order(s);

"Service Cover Time" means the times (during the Business Day) during which the Support Services will be provided as set out in Appendix 2 "BT Trading Enterprise Service Specification" to this Schedule;

"Service Description" means the specification set out in Appendix 2 "BT Trading Enterprise Service Specification" or where no reference is made, BT's or another manufacturer's published specification for the System in place at the time of that Order;

"Smart Hands" means the Customer provides on-site resources to follow BT instructions to make changes that require a physical present and cannot be completed remotely by BT.

"Software Key" means a pattern of numbers and/or letters that will be provided in accordance with the licenses purchased by Customer;

"Support Services" means the System support and maintenance Service options as described in Appendix 2 "BT Trading Enterprise Service Specification";

"System" means an integrated system comprised of Hardware and Software as ordered by Customer pursuant to an Order (or number of connected Orders);

"Target Fix Time" means the time elapsed before a Fault is resolved by BT as set out in the Service Level;



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"Term" means the minimum period of service duration for which the Support Services shall be provided, as detailed in the Order;

"Territory" means the country specified within the Order in which the System and/or Support Services are to be provided by BT or a BT Affiliate;

"Users" means administrators and or physical or soft turret device or application users

"Voice Recording Services" means voice recording functionality that captures, indexes and retrieves Customer caller interactions for front and back office environments;

"WEEE Regulations" means the European Parliament and Council Directive 2012/19/EU on Waste Electrical and Electronic Equipment (the **"WEEE Directive"**), and the measures implementing this Directive in European Union Member States; and

"Workaround" means a temporary feasible change in operating procedures whereby an end-user can avoid the deleterious effects of a Fault without material inconvenience, the temporary rectification of a Fault includes but, is not limited to, installation of alternative Hardware, a License Update, re-configuration of the System or advice from BT.

Part A – PROVISIONS APPLICABLE TO ORDERS FOR HARDWARE AND/OR SOFTWARE

3 BT Trading Enterprise Service Description

The Service description is set out in Appendix 2 "BT Trading Enterprise Service Specification"

4 Delivery, Installation And Project Plan

BT will deliver and install all Hardware and Software as set out in the Order and/or Project Plan.

5 Acceptance Of The System

- 5.1 BT will conduct a set of tests to verify whether the System is ready for use. Customer will be given reasonable notice of the date on which the tests will be undertaken and shall be offered the opportunity to attend to witness. Upon successful completion of the tests, BT shall issue confirmation to Customer, and Customer will promptly sign and issue a certificate of acceptance. If Customer unreasonably delays in issuing such certificate of acceptance, Customer shall be deemed to have issued such certificate of acceptance ten (10) Business Days after successful completion of the tests.
- 5.2 Customer's issuance of the acceptance certificate referenced in Paragraph 5.1 above shall not be withheld or delayed due to Minor System Faults or Cosmetic Faults. BT will correct such Faults within a reasonable period.
- 5.3 If the System does not pass the tests in any material respect, BT will submit its proposals for correction of deficiencies and repetition of the relevant elements of the tests. In the event that BT has been given all reasonable opportunity to correct any deficiencies in the System and the System continues to fail the tests, then the matter shall be dealt with in accordance with the dispute resolution provisions of the Agreement.
- 5.4 If Customer takes the System or any part thereof into use (other than for agreed testing purposes), the System will be deemed accepted and BT may invoice Customer for the applicable Charges.
- 5.5 The System is tested for vulnerabilities and hardened in line with generally accepted industry practice. The vulnerability testing is not exhaustive, and BT does not warrant the System to be free of all potential vulnerabilities. If Customer requires BT to undertake additional testing and/or changes to the System in respect of System hardening, BT reserves the right to levy additional Charges on a time and materials basis.

6 Ownership And Risk Of Hardware

- 6.1 BT will use all reasonable efforts to deliver the Hardware by the date(s) agreed with Customer but all dates are estimates only. Notwithstanding anything contained in the Agreement, BT will deliver the Hardware in accordance with CIP Incoterms 2020. Notwithstanding the foregoing, if the BT entity selling the Hardware is



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located within the European Economic Area ("EEA"), BT will deliver the Hardware at the address on the Order if supplied within the EEA.

- 6.2 Risk of loss of the Hardware will pass upon delivery of the Hardware. If the Hardware is supplied in the Territory (being the country of the BT entity selling the Hardware) then title in the Hardware will pass to Customer on payment in full of all monies due. For Hardware to be supplied outside the Territory, risk and title in the Hardware will pass to Customer on despatch from the final shipping point in the Territory but Customer will not be liable for any loss or damage to the extent that it is caused by BT's negligence.
- 6.3 Until such time as payment has been made by Customer with respect to the Hardware purchased hereunder, Customer shall not be entitled to sell, transfer, lease, charge, assign by way of security or otherwise deal in or encumber the Hardware. Further, until ownership of the Hardware has passed to Customer upon payment, Customer shall:
- 6.3.1 hold the Hardware in its books in the name of BT ;
 - 6.3.2 store the Hardware (at no cost to BT) separately from all other property of Customer or any third party in such a way that the Hardware remains readily identifiable as BT's property;
 - 6.3.3 not destroy, deface or obscure any identifying mark or packaging on or in relation to the Hardware; and
 - 6.3.4 maintain the Hardware in satisfactory condition and keep it insured on BT's behalf for its full price against all risks to the reasonable satisfaction of BT and, on request, produce the policy of insurance to BT.
- 6.4 In the event of threatened seizure of the Hardware for which the Charges have not been paid in full, the appointment of a receiver or liquidator for Customer, or any other event entitling BT to terminate any Order, Customer will immediately (a) notify BT and BT will be entitled to enter the Site to repossess the Hardware; and (b) notify interested third parties of BT's ownership of the Hardware.

7 Hardware Warranties

- 7.1 If, during the period of twelve (12) months commencing from date of shipment of the Hardware by BT (unless expressly otherwise agreed in writing or in an Order), BT is notified that the Hardware has a Fault, BT will replace or (at its option) repair faulty Hardware to restore it to effective use free of charge provided that:
- 7.1.1 the Hardware has been properly kept, used and maintained in strict accordance with the manufacturers or BT's instructions, if any, and has not been modified except with BT's written consent;
 - 7.1.2 the Fault is not due to accidental or wilful damage (including but not limited to lightning and electrical damage), interference with or maintenance of the Hardware by persons other than BT, its subcontractors or agents; and
 - 7.1.3 if the Hardware has been manufactured to Customer's design, the Fault is not due to faulty design by Customer.
- 7.2 BT shall use all reasonable efforts to fulfil its obligations as set out in Paragraph 7.1 within two (2) Business Days of the request being made.
- 7.3 BT does not warrant that any Software that is embedded within the Hardware or otherwise supplied in accordance with this Schedule as set out in any Order will be free from minor Faults and errors or that its use will be uninterrupted.
- 7.4 BT may impose a reasonable Charge in respect of any visit or attempt, at Customer's request, to repair the Hardware where no Fault is found or the Fault is not covered by this warranty.
- 7.5 THE WARRANTIES AND CONDITIONS SET FORTH IN THIS PARAGRAPH, TOGETHER WITH ANY THAT MAY BE IN THE AGREEMENT, ARE IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND OTHER TERMS, EXPRESS OR IMPLIED, ALL OF WHICH ARE EXCLUDED AS FAR AS PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION THOSE OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR REASONABLE CARE AND SKILL.
- 7.6 For Hardware delivered in countries where the waste electrical and electronic equipment ("WEEE") Directive applies, Customer (a) is responsible under Article 13 of the WEEE Directive for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any Hardware supplied that becomes subject to the



WEEE Directive; (b) for the purposes of Article 13 of the WEEE Directive, this Paragraph is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE; (c) Customer will comply with any information recording or reporting obligations imposed by the WEEE Directive; (d) in the event that Customer fails to dispose of the Hardware in accordance with the WEEE Regulations or other applicable laws or regulations relating to such disposal, Customer shall indemnify BT against all actions, losses, damages, liabilities, judgments, charges, claims, costs and expenses (including without limitation any fines levied upon BT) incurred by BT as a result of Customer's failure to adhere to the provisions of this Paragraph.

8 Software Licenses

- 8.1 The provisions of this Paragraph 8 shall apply with respect to the provision of any Software provided hereunder. From the date Customer pays the applicable Charges in respect of the Software licenses as detailed in the Order, without prejudice to any open source software license terms (which terms shall apply independent of this license grant), Customer is granted a personal, non-exclusive, non-transferable license by BT to use the Software in accordance with this Schedule. Upon termination or expiry of the Agreement other than for material breach by Customer, Customer may continue to use the Software and the Documentation as long as necessary for usage of the System unless otherwise stated on the Order and provided that Customer complies with the license terms set out in this Paragraph.
- 8.2 The Customer shall:
- 8.2.1 keep the Software and/or the Documentation safe, secure and confidential and ensure that it is not disclosed to any unauthorised person;
 - 8.2.2 not use the Software and/or the Documentation other than with the use of the System purchased from BT and for its own internal purposes;
 - 8.2.3 not use the Software at any time for a number of concurrent Users greater than the number of purchased licenses set out in the relevant Order;
 - 8.2.4 not make nor use any additional copies or upgrades unless the making and use of additional copies is limited to necessary backup purposes and provided that (i) at the time of making or acquiring such copy or upgrade, Customer already holds a valid license to the original version of the Software and is in compliance with such license; and (ii) the use of upgrades or copies is limited to the use of the System purchased from BT;
 - 8.2.5 not rent, lease, transfer, assign or sub-license the right to use the Software and the Documentation to any other person or entity;
 - 8.2.6 not translate, modify, adapt or create derivative works of the Software;
 - 8.2.7 not copy, modify, reverse engineer, decompile or disassemble the Software, or attempt to do so, or permit anyone else to do so except as expressly permitted by BT and subject to all the conditions set out herein or otherwise provided at law;
 - 8.2.8 not remove or destroy and copyright or restricted notices affixed to any media containing the Software;
 - 8.2.9 adhere to the reasonable licencing requests, terms and requirements, as notified by BT to Customer, from the third parties whose software is embedded in the System or otherwise supplied by BT in accordance with the relevant Order.
- 8.3 The Software, its code, structure and all ideas and principles underlying the Software (including the Documentation), are the Confidential Information of BT (except where they are lawfully and properly in the public domain) and are subject to the Confidentiality provisions as set out in the General Terms and Conditions.
- 8.4 The Software, the Documentation and all copyright therein is protected by United Kingdom copyright law and/or EU copyright law or any relevant national law and international copyright treaty provisions. This license referred to in Paragraph 8.1 is not a sale of the Software, the Documentation or any copyright therein.
- 8.5 BT reserves the right for itself and its authorized representatives to audit Customer's use of the Software and/or the Documentation to verify that the terms of the licenses granted in this Schedule are adhered to. Customer will provide BT with access to its premises and data on reasonable notice to enable BT or its authorized representatives to undertake such audit. In the event such audit discloses non-compliance with the terms of the licenses granted



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under this Schedule, Customer will pay such license fees plus the reasonable cost of conducting the audit within thirty (30) days of receipt of a written notice from BT.

- 8.6 Information relating to Software interoperability shall be made available to Customer by BT upon request and following payment of the licensing fees (if any); such information is the Confidential Information of BT and shall be used in accordance with the terms and conditions upon which it is made available.
- 8.7 In addition to any termination rights set forth in the Agreement, in the event that Customer is in material breach of any of the Software license provisions set out in this Schedule, BT reserves the right to terminate Customer's license to use the Software, provided that BT will first give written notice of such breach to Customer, and Customer will have seven (7) days to cure the breach. Upon any license termination, Customer will immediately cease use of the Software and at BT's election will either:
- 8.7.1 return all copies of the Software and the Documentation in Customer's control or possession to BT; or
- 8.7.2 delete, destroy or otherwise make permanently unusable all copies of the Software and the Documentation within Customer's control or possession.

9 Software Warranty

- 9.1 BT undertakes that, provided that the Software is used only by Users who have been properly trained in the use of the Software in accordance with BT's instructions, the Software will, for a period of ninety (90) days commencing on the date of activation of the Software Key, perform substantially in accordance with the Service Description. However, because Software cannot be tested in every permutation, BT does not warrant that the Software is free from minor Faults and errors or that it operates without Fault in combination with other software not provided by BT or that its use will be uninterrupted.
- 9.2 Pursuant to this warranty, in the event that the Software does not perform substantially in accordance with the Service Description, Customer's sole remedy shall, at BT's election, be either:
- 9.2.1 the correction of, or addition to, the Software so that it conforms substantially in accordance with the Service Description; or
- 9.2.2 a refund of any Charges paid by Customer to BT for the Software.
- 9.3 THE SOFTWARE RELATED WARRANTIES AND CONDITIONS SET OUT IN THIS PARAGRAH 9 ARE IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND OTHER TERMS, EXPRESS OR IMPLIED, ALL OF WHICH ARE EXCLUDED AS FAR AS PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION THOSE OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR REASONABLE CARE AND SKILL.

PART B – PROVISIONS APPLICABLE TO ORDERS FOR INSTALLATION AND OTHER PROFESSIONAL SERVICES

10 Installation And Professional Services

- 10.1 BT shall perform the installation and Professional Services in a professional manner as set forth in the relevant statement of work or Order and in accordance with the BT Trading Enterprise Service Specification during BT's normal business hours (8am-5pm), Monday to Friday local time, excluding weekends and public holidays.
- 10.2 Professional Services that would normally be undertaken as part of Support Services may be provided subject to BT's discretion. The Charges for such Professional Services will be at the then prevailing rates.

11 Personnel

- 11.1 BT shall perform the Professional Services using such personnel as it considers suitably qualified. BT will use reasonable efforts to maintain continuity of personnel throughout the provision of the Professional Services but reserves the right at any time to vary personnel upon reasonable notice.
- 11.2 BT Personnel engaged in the performance of the Professional Services shall at all times remain under the direction and control of BT and the conditions of employment of BT shall continue to apply to such personnel.



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- 11.3 BT Personnel attending the Site observes and complies with Customer's relevant security and health and safety procedures, provided that such procedures have been previously notified to and agreed by BT in writing sufficiently in advance to allow compliance. BT shall use its reasonable endeavours to minimise any disruption to Customer's normal business operations that may be caused by the BT Personnel performing the Professional Services.
- 11.4 Nothing in this Schedule shall be construed as to prevent BT from using the personnel involved in the performance of the Professional Services for the provision of similar services to third parties, or in any way to restrict or limit BT's use of such personnel, provided that such use shall not be to the detriment of Professional Services provided to Customer and that the BT Personnel shall uphold BT's obligations of confidentiality to Customer as set forth in the Agreement.

PART C – PROVISIONS APPLICABLE TO ORDERS FOR SUPPORT SERVICES

In addition to the Professional Services provisions set out in the Appendix 2 "BT Trading Enterprise Service Specification", the following provisions within this Part C shall apply to any Orders for Support Services executed under this Schedule.

12 Support And Maintenance Of The System

12.1 Scope Of Service

BT shall provide the Support Services option (as selected in the Order) to Customer for the Minimum Period of Service during the Service Cover Time and/or at those other times as specified in the applicable Order.

12.2 Commencement And Renewal

The Support Services shall commence at and the Charges shall accrue from the Acceptance Date or such other date as set forth in an Order, and the Support Services shall be provided by BT for the Minimum Period of Service, unless terminated in accordance with this Schedule or the Agreement.

12.3 Support Services Relevant To Remote & Person On Site Support Services

- 12.3.1 Support Services shall be in conformity with the BT Trading Enterprise Service Specification.
- 12.3.2 BT may, with Customer's consent, not to be unreasonably withheld or delayed, remove all or part of the System from the Site for the purpose of inspection, testing and repair, but wherever reasonably practicable, will take steps to protect the continuity of Customer's facilities.
- 12.3.3 If Parts are replaced under Support Services it will be in accordance with Appendix 1. Parts that have been removed from the System subject to the Support Services shall become the property of BT where BT provides a replacement for the parts removed.
- 12.3.4 Support Services cover only the rectification of Faults resulting from normal wear and tear or otherwise inherent in the System. In the case of Faults resulting from any other causes, BT reserves the right to apply reasonable additional Charges. Such other cases include, but are not limited to: misuse; incorrect environmental conditions including incorrect temperature and humidity levels; electrical surges or failures; lightning damage; electromagnetic interference; and any other accidental, wilful or negligent act or omission of Customer.
- 12.3.5 Where Hardware or System components are not of a portable nature and moved by other than BT or BT's authorised representatives, BT may inspect/test the Hardware or System components and correct defects caused by the move, and additional Charges shall be payable by Customer in line with BT's then current standard rates for Professional Services.
- 12.3.6 The level of Support Services – either standard or premium – selected by Customer shall be set forth in the Order. Descriptions of the Support Service Levels are set forth in the BT Trading Enterprise Service Specification. BT will use all reasonable efforts to achieve the Service attributes associated with the level selected.



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- 12.3.7 The default mode for Support Services –is BT’s remote provision of support with the Customer providing Smart Hands. For an additional charge, Customer can elect to have BT dispatch engineers to site. Such election will be set forth in the Order.
- 12.4 License Updates, Minor Releases And Major Releases**
- 12.4.1 As part of the Support Services, BT shall periodically provide to Customer License Updates in accordance with the BT Trading Enterprise Service Specification.
- 12.4.2 Customer shall co-operate with BT to agree to a mutually convenient window in which BT may implement License Updates. If Customer does not co-operate in arranging such window within a reasonable amount of time or does anything to prevent or delay BT’s implementation of the License Update, BT shall continue to provide Support Services on the System “as is” without the relevant update but, to the extent that Customer requires BT to fix any Faults that would have been resolved by the License Update, BT may levy additional Charges for such work, and the Response Time and Target Fix Time set out in the BT Trading Enterprise Service Specification or Order (as applicable) shall not apply to such Faults.
- 12.4.3 BT shall provide Customer access to Major Releases as part of the Support Services or by way of a separate arrangement. Should Customer wish to purchase a new Major Release of the Software, Customer shall place an Order in accordance with the provisions of this Schedule. However, BT reserves the right to discontinue or amend the provision of the Support Services in the manner as set out in Paragraph 12.8.4 below if Customer’s current version of the Software is more than one (1) Major Release out of date.
- 12.4.4 BT can, if stipulated on the Order, provide the Customer with an optional service that includes patching, minor and major releases. Appendix 2, the BT Trading Enterprise Service Specification outlines work undertaken by BT remotely and the Customer requirements to provide Smart Hands resources. The Customer can elect at an additional charge to request BT dispatches engineers to site to undertaken on-site requirement and this will be set forth in the Order.
- 12.5 License Updates**
- Where specified in an Order or BT Trading Enterprise Service Specification, BT shall provide License Updates as part of the Support Services. Customer shall co-operate with BT to agree to a mutually convenient window in which BT may install such License Updates. BT shall have the right to charge Customer for any costs reasonably incurred by BT due to Customer’s failure or delay in agreeing to a suitable window in which BT may install such License Updates. For the avoidance of doubt, unless specified in the Order or BT Trading Enterprise Service Specification, Charges for License Upgrades do not include:
- 12.5.1 any costs associated with the upgrade of third party equipment;
- 12.5.2 any further Professional Services from BT; or
- 12.5.3 any enhancement or changes to the Hardware or any System component.
- 12.6 Person On Site Support Service**
- 12.6.1 Where, Customer purchases Person on Site Support Services, scheduled routine maintenance shall be performed according the BT Trading Enterprise Service Specification. BT’s obligation shall be to use reasonable endeavours respond to and resolve issues in accordance with Response Times and Target Fix Times in the BT Trading Enterprise Service Specification.
- 12.6.2 Any Faults revealed by inspection or testing undertaken by BT’s on-site engineers shall be corrected by repair or, at BT’s option, by replacement of the related System element in whole or in part in accordance with the applicable Service Level.
- 12.7 Remote Support Service**
- 12.7.1 Where Remote Support Services are purchased by Customer, scheduled preventative maintenance Services shall be performed according the BT Trading Enterprise Service Specification. BT shall use its reasonable endeavours to respond and resolve issue reported in accordance with the BT Trading Enterprise Service Specification.



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- 12.7.2 BT shall notify Customer of the contact details for the BT Help Desk for Remote Support Services following execution of the Order.
- 12.7.3 BT will carry out inspection, testing and repair of the System remotely. If BT is unable to resolve the issue remotely, then, at BT's discretion, an engineer may be dispatched to the Site. Faults revealed by inspection or testing will be corrected by repair or (at BT's option) in accordance the BT Trading Enterprise Service Specification.
- 12.8 Additional Customer Obligations Relating To Support Services**
- 12.8.1 Customer shall direct all requests for Support Services to the persons designated in writing by BT from time to time.
- 12.8.2 During Fault assessment or Fault Resolution, where directed by BT, Customer's personnel shall perform operator maintenance specified by BT but shall not, unless agreed by BT in writing, attempt to make repairs to the System while the System is subject to Support Services. BT shall not be responsible for any problems caused by maintenance, moves, adds or changes performed other than by BT Personnel or BT authorised representatives or at BT's direction.
- 12.8.3 Customer shall be responsible for ensuring that the System is operated only by competent personnel approved by Customer or in the direct employ of BT or its agents/authorised representatives, in accordance with the instructions issued by BT or the manufacturer.
- 12.8.4 The provision of Support Services as specified within this Schedule, the related Order and the BT Trading Enterprise Service Specification is conditional upon Customer remaining within one (1) Major Releases of the Software and the Hardware not passing the end of mainstream support date as notified by BT. If, prior to the expiry of the Term, Customer's version of the Software falls more than two (2) Major Release versions behind the most up to date Major Release version or any of the Hardware passes the end of mainstream support date, BT's ability to provide the Support Services as set out in this Schedule and/or an Order will be conditional upon:
- Customer paying further Charges for an upgrade to most current Major Release of the Software and co-operating with BT in order to agree upon a mutually convenient window in which such Software may be upgraded within a reasonable amount of time;
 - Customer paying supplemental support Charges to reflect the additional Support Services that will be required to support multiple Software versions; or
 - BT imposing a lower Level of Service for the same Charges; or
 - where options (a) to (c) above are not acceptable to Customer, Customer shall have a right to terminate the relevant Order(s) for the provision of the Support Services. Where the Support Services are terminated in these circumstances, such termination shall be deemed to be a termination for convenience by Customer, and applicable termination Charges shall apply.
- 12.9 Termination Of Support Services**
- 12.9.1 In the event of termination of the Support Services by either (a) BT for material breach by Customer; or (b) Customer for convenience, Customer shall be liable for payment to BT of any outstanding Charges and an amount equal to the Charges for the Support Services from the date of termination until the date that the Term would have expired.
- 12.9.2 In addition to all rights and remedies that it may have under the Agreement and this Schedule, BT may suspend its performance or end Support Services hereunder immediately upon reasonable notice if: (a) Customer breaches the Software license provisions of this Schedule; or (b) either BT or other third party provider (as applicable) ends support for the Software due to Obsolescence and no other arrangement can be agreed to by the Parties.
- 12.9.3 Upon expiration or termination of the applicable Order, unless expressly stated otherwise in the Order, all rights to any Support Services provided by any BT third party subcontractor to Customer will terminate.



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Should Customer wish to maintain its support, in relation to such third party products, then Customer shall be responsible for entering into a separate agreement with such third party as necessary.

PART D – DATA PROCESSING

The Parties agree that it is anticipated that BT may receive or Process Personal Data on behalf of Customer as a Data Processor in connection with the Services or as a result of the provision of the Services as described below. Any Customer Data is subject to the Data Protection provisions as set out in the General Terms and Conditions of the Agreement.

13 Support Services

- 13.1 BT or its Sub-Processor will Process Customer Personal Data for the Support Services as set out below for as long as BT provides the Support Services and for as long as BT may be required to Process Customer Personal Data in accordance with applicable law.
- 13.2 BT provides support and maintenance Services for the BT Trading portfolio covering turret platform and compliance products. The Service extends from first to fourth line Support Services and may include on-site technical resources when required. Limited Personal Data is utilised by BT beyond that needed for Customer Relationship Management purposes including the provision of Professional Services and billing purposes.
- 13.3 The types of Customer Personal Data Processed by BT or its Sub-Processors or Customer will be:
- a) website or IP address;
 - b) name;
 - c) address;
 - d) telephone number;
 - e) email address;
 - f) job title;
 - g) company name;
 - h) contact records; and
 - i) call recordings.
- 13.4 Customer Personal Data will concern the following categories of Data Subjects:
- a) Customer employees;
 - b) Customer customers or third parties; and
 - c) any Data Subject (as controlled by Customer).

14 Trading Professional Services

- 14.1 BT or its Sub-Processor will Process Customer Personal Data for the Trading Professional Services as set out below for as long as BT provides the Trading Professional Services and for as long as BT may be required to Process Customer Personal Data in accordance with applicable law.
- 14.2 BT provides a range of consultancy, project management, installation and configuration Professional Services related to a turret platform sale. Limited Personal Data is utilised by BT beyond that needed for provisioning, assurance and billing purposes.
- 14.3 The types of Customer Personal Data Processed by BT or its Sub-Processors or Customer will be:
- a) website or IP address;
 - b) name;
 - c) address;



BT Trading Enterprise Service Schedule

BT Contract Reference:

Customer Contract Reference (optional):

- d) telephone number;
- e) email address;
- f) job title;
- g) company name; and
- h) contact records.

14.4 Customer Personal Data will concern the following categories of Data Subjects:

- a) Customer employees;
- b) Customer customers or third parties; and
- c) any Data Subject (as controlled by Customer).

15 BIT Exhaustive

These lists are not exhaustive as Customer will specify what Customer Personal Data is Processed.

PART E - PROVISIONS APPLICABLE TO ALL ORDERS

16 Performance Of Obligations And Duration

- 16.1 BT shall perform its obligations pursuant to the terms of this Schedule and the Agreement. Unless otherwise stated in the Order, all timescales are estimates only.
- 16.2 This Schedule shall continue until the termination or expiry of all Orders.
- 16.3 Without prejudice to the provisions set forth in the Agreement, the Customer agrees that BT can organize its contracting, Order and implementation process through the electronic exchange of documents (including electronic (or digital) signature process). Customer shall warrant that the person signing the relevant documentation is authorised to sign the relevant Agreement, Order or Documentation and will be bound by its terms.

17 Loss Of Data And Liability

- 17.1 Customer accepts that it remains solely responsible for the integrity and security of its own equipment and data.
- 17.2 BT shall use reasonable efforts consistent with good IT industry practice, that no known virus is coded or introduced into the Software during the performance of BT's obligations under this Schedule.
- 17.3 If (a) BT is in breach of Paragraph 17.2 above and a known virus is coded or introduced into the Software solely and directly as a result of an act or omission of BT causing loss/corruption of Customer's data; and/or (b) Customer has purchased Voice Recording Services from BT and solely and directly as a result of an act or omission of BT Customer's voice recording data is lost, corrupted or destroyed, then BT shall at no additional Charge and without undue delay provide up to one hundred (100) hours of consultancy services to Customer to attempt to reconstitute such lost, corrupted or damaged data or information provided that Customer:
 - 17.3.1 has made regular back-ups of the affected data and information commensurate with good industry practice; and
 - 17.3.2 promptly following such loss of, corruption or damage to data or information, makes the latest available back-up of the affected data and information available to BT to enable reconstitution; and
 - 17.3.3 has done and continues to do everything reasonably possible in order to mitigate its own losses.
- 17.4 BT's sole liability and Customer's sole remedy for any loss of data arising in the circumstances set out in Paragraph 17.3 shall be limited to providing a maximum of one hundred (100) hours of consultancy services referenced in Paragraph 17.3 above to attempt to reconstitute such data or information from the backup provided by Customer provided that Customer exercises its right to claim for such consultancy services within ten (10) Business Days from the date Customer became aware of the loss/corruption of data.



18 Customer Obligations

18.1 The Customer shall:

- 18.1.1 not move or transfer the whole or any part of the any Hardware or Software provided under an Order from the Site while the System is subject to any Support Services provided by BT without the prior consent of BT, which shall not be unreasonably withheld or delayed but may be conditional upon agreement of any consequences of a change in Site on the Support Services;
- 18.1.2 not export the whole or any part of the Hardware or Software from the Territory without first obtaining all necessary prior consents and licenses of any relevant authorities or bodies as necessary including, in the case of the United States of America, complying with the requirements of the Department of Commerce of the United States of America;
- 18.1.3 permit BT to install on a timely basis any patches and releases in conformance with BT's practices and policies so that the System can be maintained and supported;
- 18.1.4 be solely responsible for protecting the System against viruses from Customer's internal environment and external sources; and
- 18.1.5 provide a Remote Access Connection to enable BT to perform its obligations hereunder, including those associated with Professional Services and Support Services. Remote access can be accomplished through industry standard methods agreeable to both Parties.

18.2 The Customer shall be responsible for:

- 18.2.1 discrepancies, errors or omissions in information, documentation and data supplied by Customer;
- 18.2.2 delays to BT's performance of its obligations caused by Customer's failure to supply facilities (such as office accommodation, etc.) reasonably required by BT to perform its obligations in accordance with this Schedule;
- 18.2.3 delays or default in Customer's performance of its obligations including any dependencies placed upon Customer as set out in the Agreement or this Schedule; and
- 18.2.4 using suitably qualified personnel to update the Operating Environment as required by the manufacturer(s) and agreed or instructed by BT.

18.3 BT shall not be liable or have any responsibility for any Faults due to Customer's failure to comply with the provisions of this Paragraph. For the avoidance of doubt, this includes any instance where Customer updates its Operating Environment without complying with Paragraph 18.2.4 above and this results in the System being incompatible with the updated or changed Operating Environment.

18.4 In the event that BT agrees to perform any additional work required as a result of a failure by Customer to perform any of its obligations under the Agreement or this Schedule or in the case where Customer has updated or changed its operating System, including any specific dependencies, that additional work shall be chargeable to Customer in accordance with BT's standard rates for Professional Services at the time of Service.

19 Ownership Of Intellectual Property Rights ("IPRs")

19.1 Title to and all IPRs in the Hardware, the Software and all parts thereof and all IPRs as may be generated pursuant to the Agreement or this Schedule are the absolute property of BT or BT's licensor as appropriate. Nothing contained in the Agreement, this Schedule or any Order will be deemed or will require BT to transfer, assign or license any IPRs to Customer.

19.2 Without prejudice to the Confidentiality provisions as set out in the General Terms and Conditions, nothing in this Schedule shall operate to prevent BT from making use of know-how acquired, principles learned or developed or experience gained during the performance of its obligations under or in connection with the Agreement or this Schedule.



BT Trading Enterprise

Appendix 1 – Replacement Part Services

BT Contract Reference:

Customer Contract Reference (optional):

1 Introduction

- 1.1 As part of the standard Support Service, BT shall provide a replacement parts Service as described in this Appendix.
- 1.2 Upon BT's receipt of the faulty item and all correct documentation, BT will send Customer a replacement part as set out in "Procedures for Return of Hardware". In certain circumstances a variation on the standard repair/return process can be invoked to provide replacement parts in advance of the faulty item being returned (see "Advance replacement Service" below).

2 Procedures for Return of Hardware

- 2.1 Prior to shipment of any Hardware for maintenance exchange, Customer shall complete a Return Material Authorisation ("**RMA**") form via the BT Trading Service Customer Portal with the details below:
 - a) the BT part code and description;
 - b) name (address) of Customer's Site and Customer;
 - c) quantity of replacements required;
 - d) the proposed return shipping details; and
 - e) serial number of the Hardware (if known).
- 2.2 BT requires that any export in BT's name follows the International Shipping Ordering System (ISOS) process. Accordingly, Customer shall use United Parcel Service of America as a preferred carrier. Customer shall ensure that the shipper selected for any exports in its name under this Agreement complies with local and international export controls e.g., obtaining any necessary export licences.
- 2.3 Customer shall ensure that all Hardware returned is properly packaged to prevent any damage in transit and has enclosed a Fault label in a format to be provided by BT. The information regarding the Fault supplied on the Fault label by Customer shall contain sufficient detail to enable the repair to be investigated/evaluated by BT.
- 2.4 Full and complete shipping documents must be enclosed with the Hardware returns, comprising:
 - a) packing list;
 - b) pro-forma invoice;
 - c) Fault report form for each item; and
 - d) RMA number.
- 2.5 The Customer shall be responsible for all insurance and transportation costs and customs duties that may be incurred in returning any Hardware, and shall suffer the risk of loss or damage to the Hardware whilst in transit back to BT.
- 2.6 On receipt of faulty Hardware from Customer at the address set out above, BT will use reasonable efforts to deliver replacement Hardware within thirty (30) days of the date of receipt in accordance with CIP Incoterms 2010.
- 2.7 Any Hardware (or any parts of Hardware) returned to BT under these exchange and return arrangements shall (upon replacement) become the property of BT and BT shall have free and unencumbered title to such Hardware.
- 2.8 If the Hardware is covered by a warranty provision under this Agreement, Customer will only be liable to pay for the return of the Hardware to BT unless otherwise agreed in writing. If the Hardware is not covered by a warranty provision under this Agreement, Customer will be charged for (a) the return of the Hardware; and (b) the replacement Hardware in accordance with the then prevailing rates unless otherwise agreed in writing or otherwise provided in the applicable Level of Service.
- 2.9 If Customer experiences an early life failure of a Hardware during the installation phase of a particular Order, BT may use the Advance replacement Service (as set out below).



BT Trading Enterprise Appendix 1 – Replacement Part Services

BT Contract Reference:

Customer Contract Reference (optional):

- 2.10 BT will use reasonable efforts to notify Customer as soon as replacement Hardware dispatched to the Customer.
- 2.11 BT will supply a packing list of the Hardware and a shipping invoice for any replacement Hardware to Customer.

3 Damaged/incomplete Hardware Returns

- 3.1 If any Hardware is returned to BT without a Fault label or without adequate or sufficient details on a Fault label, or incorrectly packaged, BT reserves the right to return the Hardware to Customer at Customer's expense.
- 3.2 If any Hardware is returned to BT incomplete (meaning component parts have been removed or modified by Customer without the prior written consent from BT), or if any Hardware is returned damaged with evidence that:
 - a) the Hardware has not been properly installed, tested, kept, used and/or maintained in strict accordance with the manufacturer's or BT's instructions (if any) and has been modified except with BT's prior written consent; or
 - b) the Fault is due to accidental or wilful damage (including but not limited to lightning and electrical damage) or any damage caused by mains electrical surges or failures or electromagnetic interference caused by Customer, then BT shall be entitled to levy a Charge for any replacement at the then prevailing rates.

4 Substitute Hardware

- 4.1 BT reserves the right to replace faulty Hardware with replacement Hardware which does not have an identical Service Description and that may be refurbished provided that the replacement Hardware has an equivalent performance capability.

5 Advance Replacement Service

- 5.1 The process is fundamentally the same as that set out in the Procedures for return of Hardware, above. However, in making the exchange request, the Advance replacement Service must be specifically requested by Customer together with the reason for making such request. Any subsequent invoice from BT will include a reference to the exchange request number. Customer shall return the faulty item to BT within thirty (30) days of making such request, failing which BT will charge Customer for the replacement item at the then prevailing rates.





BT Trading Enterprise

Appendix 2 – Service Specification

BT Contract Reference:

Customer Contract Reference (optional):

SERVICE OVERVIEW


Service Element Name		Brief Description	How Charged?	Change Mechanism	Prerequisites & Service Limitations
	BT Trading Enterprise	BT's "BT Trading Enterprise" voice trading solution, delivered within the Customer hosted environment	See Pricing Schedule	Customer must elect this Option from BT when Service is initially Ordered	As covered in this document unless specified otherwise in an Order
	<p>Detailed Description: The overall BT Trading Enterprise service (the "Service") can be an upfront purchase (installation, equipment & software licenses), with a recurring maintenance or upfront purchase (installation & equipment) with recurring payments (software licenses & maintenance). The Service provides and requires the following elements as detailed in this Service Specification.</p> <ol style="list-style-type: none"> 1. BT Trading Turrets – the physical and/or software devices through which the end users of the Service communicate (BT provided and managed) 2. BT Trading Software – the BT core software provides trader voice functions & features depending on selected Software (BT provided & managed) 3. Voice Recording Software – third party software for recording voice communications for regulatory compliance reasons (BT or customer provided and managed) 4. Server Equipment (compute infrastructure)– environment on which the Service runs (BT or Customer provided and managed) 5. Networking Equipment Management, Network Devices & VPN connecting to the Server Equipment (compute infrastructure) (BT or Customer provided and managed) 6. Hosting Environment – the data-centre space, power & racking, where the Service is hosted (Customer provided and managed) 7. Connectivity – the connectivity between trading floors where users and their turrets are located and the data-centres hosting the Service (Customer provided and managed) 8. Unified Communications (UC) system – the Cisco Unified Call Manager & or Skype for Business 2015 with which the Service interworks with (Customer provided and managed) and or One Cloud Cisco with is managed by BT under a separate order 9. Devices for Private Wires Termination – Terminating/converting the Customer's SIP/TDM Private Wires with Session Border Controller and/or Gateway devices (BT provided and managed) 10 Archive – the archive where captured voice recordings are stored long-term (Customer provided and managed) 11. Support Services – Software Maintenance and Service Administration for BT provided & managed elements in this Service Specification. Customer will procure Service Administration on a time and material basis <p>"BT Specification Documents" are comprised of the following documents: (a) BT Trading Enterprise Service Schedule (b) BT Trading Centre of Excellence (COE) Support Model Works Instruction WI1818; this should be read in conjunction with this Service Specification.</p>				
	Service Element Name	Brief Description	How Charged?	Change Mechanism	Prerequisites & Service Limitations
	Resiliency & Security	The Service will be resilient with BT and the Customer having obligations. These obligations are set out in the subsequent Service Specification sections below.	See Pricing Schedule	Customer must elect this Option from BT when Service is initially Ordered	Refer to BT Specification Documents Customer must elect this Configuration Setting prior to initial Service Order - Subsequent Change Requests may affect pricing of other Service Element Charges



BT Trading Enterprise Appendix 2 – Service Specification

BT Contract Reference:

Customer Contract Reference (optional):

	Service Element Name	Brief Description	How Charged?	Change Mechanism	Prerequisites & Service Limitations
	Configuration changes	The Service has configuration options which BT and or the Customer will undertake. These obligations are set out in the subsequent Service Specification sections.	See Pricing Schedule	Customer must elect this Option from BT when Service is initially Ordered	Refer to BT Specification Documents Customer must elect this Configuration Setting prior to initial Service Order - Subsequent Change Requests may affect pricing of other Service Element
	Detailed Description – The Service has role based access control for configuration including: <ol style="list-style-type: none">1. Subscribers of the Service e.g. Traders2. Accredited Customer administrators e.g. IT staff3. BT e.g. BT Trading Centre of Excellence (COE) Changes to (Customer provided and managed) elements which require service support and or service administration from BT will be charged on a time and material basis.				






BT Trading Enterprise

Appendix 2 – Service Specification

BT Contract Reference:

Customer Contract Reference (optional):

(1) BT TRADING TURRETS

Service Element Name	Brief Description	How Charged?	Change Mechanism	Prerequisites & Service Limitations
	BT Trading Turrets The Service uses BT physical or BT soft turrets. Customer may utilize hardware they already have or purchase new hardware which would be specified on the Order	See Pricing Schedule	Customer must elect this Option from BT when Service is initially Ordered	Requires all other Core Service Features Refer to the BT Specification Documents.
<p>Detailed Description: BT offers a range of physical and software-based turrets for use with the Service.</p> <p>Physical turret options include:</p> <ol style="list-style-type: none"> 1. Netrix (R) - BT's button turret, with LM20 line module, VM8 speakers, Netrix3 and Walker handset options; require SIP overlay 2. TouchPro - touchscreen turret with 15-inch touch screen and a configurable user interface. It supports touch features such as sliding and zoom. Optional speaker units 3. TouchProM - 'mini' version of TouchPro, occupying a smaller footprint on the desk but sharing many of the features of the TouchPro, including the user interface <p>Software turret options:</p> <ol style="list-style-type: none"> 1. FlexPro is a PC-based turret that provides the same user interface as TouchPro and TouchProM and supports many of the same features 2. FlexCom is a soft intercom client. It supports person-person, group and broadcast intercom calls 3. FlexGo is a lightweight mobile turret application, for Android OS phones and or tablets. 				
	Resiliency & Security BT physical turrets have 2 Ethernet ports for resiliency. Touch & Flex Pro turrets RTP calls can be encrypted, subject to appropriate UC Version deployed by Customer.	See Pricing Schedule	Customer must elect this Option from BT when Service is initially Ordered	Netrix (R) OS – vulnerability testing encryption [for signally & recording] and 802.1x cannot be developed because of Netrix hardware limitations. Requires all other Core Service Features
<p>Detailed Description: Refer to Please refer to BT Specification Documents for the detailed resiliency & security capability of the Trading Turrets</p>				
	Configuration BT or the Customer can undertake configuration changes. Please refer to BT Support Services section of this document.	See Pricing Schedule	Customer may request BT to change this Configuration Setting via a Change Request (Charges may apply)	Requires all other Core Service Feature






BT Trading Enterprise Appendix 2 – Service Specification

BT Contract Reference:

Customer Contract Reference (optional):

(2) BT TRADING SOFTWARE

Service Element Name	Brief Description	How Charged?	Change Mechanism	Prerequisites & Service Limitations
 BT Trading Software	Provides trader voice functions and features	See Pricing Schedule	Customer must elect this Option from BT when Service is initially Ordered	Please refer to the BT Specification Documents. Requires all other Core Service Features
Detailed Description: BT Trading Software allows subscribers to the Service to collaborate with multiple customer and colleagues with up to 30 simultaneous audio channels. Please refer to the BT Specification Documents for the BT Trading Software feature functionality.				
 Resiliency & Security	The Service is designed to work in a resilient manor across the Customer’s named regional hosted environments where the BT Trading Software is located.	See Pricing Schedule	Customer must elect this Option from BT when Service is intially Ordered	The Service requires a tailored network configuration to be provided by the Customer, to include but not limited to ports & protocols on the firewalls. Please refer to the BT Specification Documents.
Detailed Description: Pen testing on the underling OS running the BT Trading software is carried out automatically every 72 hours. Vulnerabilities fall into minor or critical categorisation. Access of patching e.g. 9.4.1 to 9.4.2 of the BT Trading Enterprise Service Schedule is available to Customers. Please refer to the order form to determine whether these are included in the Service or incur time and material fees.				
 Configuration changes	The Service allows profile changes to be administered either by the Customer or BT, depending on which features are being subscribed to.	See Pricing Schedule	Customer may request BT to change this Configuration Setting via a Change Request (Charges may apply)	Only accredited Customer personnel can perform administration activity and only those activities classed as Customer Service Changes (“CSC”) & Simple Service Changes (“SCS”) If BT subsequently has to take corrective action as a result of a Customer administration errors, BT will charge time and material to resolve the error and no service levels shall apply.
Detailed Description The definition of configuration changes is described in the Support Services section of this document.				






BT Trading Enterprise

Appendix 2 – Service Specification

BT Contract Reference:

Customer Contract Reference (optional):

(3) VOICE RECORDING SOFTWARE

Service Element Name	Brief Description	How Charged?	Change Mechanism	Prerequisites & Service Limitations
	<p>Voice Recording Software</p> <p>Captures and records the audio conversations of subscribers to the Service.</p> <p>The Service supports five providers which are normally certified on each minor software release. The supported providers are Verint WFO, Nice, Redbox, ACS & Verint FC.</p>	If BT is responsible then additional charges, else at Customer cost	Customer must elect this Option from BT when Service is initially Ordered	<p>Please consult with your Trading Specialist regarding the design and feature limitations the Service provides with category 1 partners.</p> <p>Soft turret recording can only support server or TPO side recording.</p> <p>Customer must elect this Configuration Setting prior to initial Service Order -</p>
<p>Detailed Description: The Voice Recording Software records lines, private wires and the meta data of the individuals tagged to the associated line/private wire.</p>				
	<p>Resiliency & Security</p> <p>The Service is designed to work in a resilient manor across the Customer’s regional hosted environments where the BT or Customer Voice Recording Software is located.</p>	If BT is responsible then additional charges, else at Customer cost	Customer must elect this Option from BT when Service is initially Ordered	<p>The Service requires a tailored network configuration to be performed by the Customer, to include but not limited to ports & protocols on the firewalls. If BT providing the voice recording please consult with BT Trading Specialist.</p> <p>Device permitting the Service allows 2 copies of a call to be captured by the Voice Recording Software</p>
<p>Detailed Description: Provision & sequent pen testing on the underling OS running the Voice Recording software is the responsibility of Customer. If the Recording Software is provided by BT then patching, minor and major releases are available. Please refer to the order form to determine whether these are included in the Service or incur time and material fees.</p>				
	<p>Configuration</p> <p>Please consult with your Trading Specialist regarding the configuration setting the Service has for the five certified partners.</p>	If BT is responsible then additional charges, else at Customer cost	Customer may request BT to change this Configuration Setting via a Change Request (Charges may apply)	Voice Recording Software, planned changes will result in either party giving 2 weeks’ notice of any material changes.
<p>Detailed Description: Customer will be responsible to deliver the uploaded or exported voice recording to their final destination. If BT subsequently has to undertake corrective action as a result of a Customer administration errors, BT will charge time and material to resolve the error and no service levels shall apply.</p>				






BT Trading Enterprise

Appendix 2 – Service Specification

BT Contract Reference:

Customer Contract Reference (optional):

(4) SERVER EQUIPMENT (COMPUTE INFRASTRUCTURE)

Service Element Name	Brief Description	How Charged?	Change Mechanism	Prerequisites & Service Limitations
 Server Equipment (compute infrastructure)	The installation and maintenance of physical servers to run the Service	If BT is responsible then additional charges, else at Customer cost	Customer must elect this Option from BT when Service is initially Ordered	The Service requires space and power from the Customer to run the Server Equipment [compute infrastructure] Please refer to the BT Specification Documents. Requires all other Core Service Features
Detailed Description: The Server Equipment [Provided by BT or Customer] is the minimum virtualized blades specification to run the Service. Please refer to BT Specification Documents.				
 Resiliency & Security	If Server Equipment fails in one Customer hosted environment, the Service is designed to run exclusively on the remaining Server Equipment.	If BT is responsible then additional charges, else at Customer cost	Customer must elect this Option from BT when Service is initially Ordered	In the event the Server Equipment fails simultaneously in both Customer hosted environments then the Service stops working completely Requires all other Core Service Features
 Configuration	In the event of changing subscribers' volumes and or new features being consumed, the Server Equipment may need configuring and or upgrading.	If BT is responsible then additional charges, else at Customer cost	Customer may request BT to change Configuration Setting via a Change Request (Charges may apply)	Server Equipment, planned changes will result in either party giving 2 weeks' notice of any material changes. Requires all other Core Service Features
Detailed Description: Customer Server Equipment changes e.g. new server that subsequently require BT to configure and or test the Service, this will incur charges on a time and material basis.				






BT Trading Enterprise Appendix 2 – Service Specification

BT Contract Reference:

Customer Contract Reference (optional):

(5) NETWORKING EQUIPMENT

Service Element Name	Brief Description	How Charged?	Change Mechanism	Prerequisites & Service Limitations
 Networking Equipment of a switch & VPN	<p>The Service requires a physical switches to connect to the network and a Bastion host.</p> <p>BT or Customer provides the hosted environment they must provide the networking ...</p>	If BT is responsible then additional charges, else at Customer cost	Customer must elect this Option from BT when Service is initially Ordered	<p>Failure to maintain Customer networking equipment will result in SLA being suspended and additional charges being incurred by the customer as BT will have to dispatch an engineer to site.</p> <p>BT or Customer must provide this element during the installation period</p>
Detailed Description: The Networking Equipment (BT or Customer Provided) requires the provision of a Bastion host in both Customer datacenters to allow BT to perform service support and service administration responsibilities.				
 Resiliency & Security	In the event of Networking Equipment failure in one hosting environment the Service is designed to run in the other hosting environment.	If BT is responsible then additional charges, else at Customer cost	Customer must elect this Option from BT when Service is initially	<p>In the event the networking equipment fails simultaneously in both hosted environments then the Service stops working completely.</p> <p>BT or Customer must provide this element during the installation period</p>
 Configuration	BT or the Customer will undertake any configuration changes to Networking Equipment.	If BT is responsible then additional charges, else at Customer cost.	Customer may request BT to change Configuration Setting via a Change Request (Charges may apply)	<p>Networking Equipment, planned changes will result in either party giving 2 weeks' notice of any material changes.</p> <p>BT or Customer must provide this element during the installation period</p>
Detailed Description: If Customer provided and managed changes to their network devices (e.g. new switch) that subsequently require BT to configure and or test the Service, it will incur charges on a time and material basis. If BT provides and manages the network devices & VPN this will not incur charges on a time and material basis from BT.				






BT Trading Enterprise

Appendix 2 – Service Specification

BT Contract Reference:

Customer Contract Reference (optional):

(6) HOSTING ENVIRONMENT

Element Name	Brief Description	How Charged?	Ordering or Change Mechanism	Prerequisites & Service Limitations	
	Hosting Environment	The Service requires power and rack space and cabling to run the Service.	Customer is responsible		The Services requires a minimum of 20 meg VPN internet access per hosted environments to ensure installation and in-life software support can be undertaken in line with the service levels targets. BT or Customer must provide this element during the installation period
Detailed Description: For power and space consumption and access required to the hosting environment, please refer to the BT Specification Documents.					
	Resiliency	In the event of a full hosting failure in one hosting environment, then the Service is designed to run exclusively in the remaining hosting environment	Customer is responsible		In the event the hosting environment fails simultaneously in both hosted environments the Service stops working completely. BT or Customer must provide this element during the installation period
	Configuration	In the event of changing subscribers' volumes and or new features being consumed, the Hosting Equipment may need configuring and or upgrading.	Customer is responsible		Hosting Environment, planned changes will result in either party giving 2 weeks' notice of any material changes. BT or Customer must provide this element during the installation period
Detailed Description: Customer Hosting Environment changing such as moving hosted environments that subsequently requires BT to re-install configure and or test the Service, will incur charges on a time and material basis under the change control process.					






BT Trading Enterprise

Appendix 2 – Service Specification

BT Contract Reference:

Customer Contract Reference (optional):

(7) CONNECTIVITY

Element Name	Brief Description	How Charged?	Ordering or Change Mechanism	Prerequisites & Service Limitations
 Connectivity	The Service requires resilient connectivity between the Trading floor(s) where the users and turret are located and the hosted environment(s) where the BT Trading Software resides.	Customer is responsible		The Service requires the Customer to adhere to stringent network performance including round trip delay from turret to hosted environment must be sub 45 milliseconds, with a jitter below 10 milliseconds & packet loss 0.1%. Please refer to the BT Specification Documents. Customers with sites with either SIP SBC Private Wires or no Private Wires can accommodate a round trip delay of 90 milliseconds.
 Resiliency	In the event of a single connectivity failure, the Service is designed to run over an additional network connectivity connecting into the remaining hosting environment.	Customer is responsible		If the connectivity fails in both network access points, the Service will stop working completely.
 Configuration Core Service - Mandatory Component	In the event of changing subscribers' volumes and or new features being consumed, the Connectivity may need configuring and or upgrading.	Customer is responsible		Customer must notify BT of planned changes under the joint change control process
Detailed Description: If Customer changes to the Connectivity environment (e.g. new connectivity partner) which requires BT to configure and or test, this will incur charges on a time and material basis under the change control process.				






BT Trading Enterprise

Appendix 2 – Service Specification

BT Contract Reference:

Customer Contract Reference (optional):

(8) UNIFIED COMMUNICATION (UC) SYSTEM

Element Name	Brief Description	How Charged?	Ordering or Change Mechanism	Prerequisites & Service Limitations
 Unified Communications (UC) system	The Service requires access to the Unified Communication (UC) environment provided and managed by the Customer or provided as a separate order from another BT product line	Customer is responsible		The Service is compatible with Cisco Call Manager and Skype for Business 2015, per the BT Specification Documents. The Service will only support 1 major release behind the UC vendors latest software version e.g. if the current version of CUCM is version 12, the Service will only support CUCM 11 & 12.
Detailed Description: The UC System enable setup of basic Calls for the Service. Customer will provide application access, capacity and required device licenses. For addition and specific system configuration details please refer to the BT Specification Documents.				
 Resiliency & Security	The Service requires a UC environment to operate in a high availability mode. If the UC environment fails entirely then only Private Wires and trader to trader intercom calls within a region will continue to work.	Customer is responsible		The Service requires a tailored network configuration to be performed by the BT or Customer, to include but not limited to ports & protocols on the firewalls, please refer to the BT Specification Documents.
Detailed Description: The voice signaling and media traffic from the Touch Series of devices can be encrypted if the Customer UC environment is CUCM 12.0 and above & Skype for Business 2015. Refer to the BT Specification Documents for further information on the resiliency and security.				
 Configuration	In the event of changing subscribers' volumes and or new features being consumed, the Service may require (UC) licenses or re-design with change on consumption	Customer is responsible		Customer must notify BT of planned changes under the joint change control process Customers with a very short timeline for the provisioning of subscribers to the Service should pre-configure a pool of spare UC licenses
Detailed Description: The UC provisioning has to be completed by the Customer before a new subscriber can configured to the Service. Changes to Customer owned and or One Cloud Cisco Unified Communication System (e.g. new releases) which require BT to configure and or test, this will incur charges on a time and material basis.				






BT Trading Enterprise

Appendix 2 – Service Specification

BT Contract Reference:

Customer Contract Reference (optional):

(9) PRIVATE WIRES TERMINATION

Element Name	Brief Description	How Charged?	Ordering or Change Mechanism	Prerequisites & Service Limitations
 Private Wires Termination	The Service can require equipment located onto the Customers' premises to convert E1/TDM Private Wires into SIP (Gateways) or to terminate SIP-based Private Wires (Session Border Controllers).	If BT is responsible then additional charges, else at Customer cost	Customer must elect this Option from BT when Service is initially Ordered	Private Wires must be terminated within an acceptable Round Trip Delay from the Service components in the data-centres. Refer to BT Specification Documents for detail. Where the Customers selects this option they must procure E1/TDM Gateway from BT (separate Service terms depending on the country in scope)
Detailed Description: If the Customer elects to adopt SIP Private Wires this be managed under the change control process, the design will require changes to network connectivity calculations and the customer will need to procure SIP Private Wire subscriptions.				
 Resiliency & Security	The Service assumes an active-passive deployment of private wires. .	If BT is responsible then additional charges, else at Customer cost	Customer must elect this Option from BT when Service is initially Ordered	Private Wire calls are not encrypted.
Detailed Description: the Service can, optionally, adopt active-active private wires resiliency. This will incur charges on a time and material basis under the change control process.				
 Configuration Configuration Setting	The Service can assign a private wire profile to one or multiple subscribers of the BT Service.	If BT is responsible then additional charges, else at Customer cost	Customer may request BT to change this Configuration Setting via a Change Request (Charges may apply)	None
Detailed Description: Please refer to the Support Services section for details on configuration changes.				






BT Trading Enterprise Appendix 2 – Service Specification

BT Contract Reference:

Customer Contract Reference (optional):

(10) ARCHIVE

Element Name	Brief Description	How Charged?	Ordering or Change Mechanism	Prerequisites & Service Limitations
 Archive	The Service requires the Customer to provide an archive to store voice recordings and suitable network connectivity for uploading recordings to the archive.	Customer is responsible	Customer is responsible	BT engagement only occurs if BT is providing the voice recording. The Service requires a tailored network configuration to be performed by the Customer, to include but not limited to ports and protocols on the firewalls.
Detailed Description: Generally Voice Recording Software can upload (The Voice Recording Software Continues to manage the policy) and or export (file is sent and The Voice Recording Software no longer manages the data or policy) Please consult with your Voice Recording provider.				
 Resiliency & Security	All archive vendors can create a backup copy, some can create a backup copy in a separate physical location.	No Charge from BT, the Customer is responsible for all associated charges.	Customer is responsible	The service capability and limitations to archive will be confined to the voice recording capabilities available to BT.
Detailed Description... the Service Voice Recording Software will send voice recording files to 1 target destination. If BT is providing and managing the Voice Recording Software Please consult with Trading Specialist on [a] Resiliency & [b] Security options.				
 Configuration	In the event of changing subscribers' volumes & or change of Customer retention policy new archiving may be required to support the Service.	No Charge from BT, the Customer is responsible for all associated charges.	Customer is responsible	Customer must notify BT of planned changes under the joint change control process



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BT Contract Reference:

Customer Contract Reference (optional):

(11) SUPPORT SERVICES

Install	<p>The Project Management will generally be undertaken by a local resource. The engineering resource for installation of the Service will normally be led by the COE with local engineering assistance as and when required. The COE team operates only in English for installation, support services and service administration, Customers will be expected to ensure their support teams can collaborate in English. BT must have VPN access for the installation period with group access. Installation cannot be undertaken if individual access tokens are requested and or any other access offered such as Webex. All COE employees accessing a VPN will comply with the following policies</p> <ul style="list-style-type: none">[a] Agents are always authenticated via BT Active Directory[b] Agents undertaken BT Security mandatory training[c] Agents subject to additional security audits (separate building labs & employee personal security checks, undertaken by BT Security)[d] An ability to provide when requested details of specific VPN usage <p>Client to provide 20 Megabytes (MB) access with 24 by 7 VPN Access and & escalation contacts in the event of VPN issues Customer to complete all their network workbooks & configuration workbooks before implementation can commence</p> <p>Occasionally the installation Services requires Customers Smart Hands Resources to discharge simple instructions. These requests will be kept to a minimum within reasonable endeavors when the local BT engineer's resource aren't immediately available.</p> <p>If the Service is providing any optional components then BT will seek to ensure the same Service Support [Enterprise Premium & or Enterprise Standard] is offered. If a different Service Support model is offered for any optional BT component then this will be highlighted on the order form.</p>
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BT Contract Reference:

Customer Contract Reference (optional):

Support Services	Service Levels (Enterprise)	Premium	Enterprise Standard
	Coverage hours	24x7	8x5
Core Hours	M-F, 7AM-7PM	M-F, 8AM-5PM Not Public Holidays	
Technical Telephone Support During Core Hours	Yes	Yes	
Technical Telephone Support Outside Core Hours	Yes	No	
High Priority Response Time During Core Hours / Outside of Core Hours	1 hour	1 hour / No	
Medium Priority Response Time During Core Hours / Outside of Core Hours	1 hour	4 hour / No	
Low Priority Response Time During Core Hours / Outside of Core Hours	1 hour	8 hour / No	
High Priority Target Fix Time*	4 hours	4 hours	
Medium Priority Target Fix Time*	Day + 1	Day + 3	
Low Priority Target Fix Time*	Day + 5	Day + 15	
Proactive Assured Service (Self-discovering inventory, system health dashboard, automated testing, reconciliation of calls and recordings (Verint FC & Redbox), 24 hour monitoring via CoE, intelligent & proactive triage with automated ticket generation; enabled by TradeSense Assure)	Included	Not available	
Preventive Maintenance – to be performed outside Core Hours	Additional Fee	Additional Fee	
BT Trading Software: Licence Updates for patch releases e.g. 9.4.1. to 9.4.2.)	Included	Included	
BT Trading Software: License Updates for Minor Releases (Fault fixes and minor enhancements, e.g. 9.4 to 9.5)	Included	Excluded	
BT Trading Software: Support Service includes license Updates for Major Releases (major enhancements, e.g. 9.5 to 10)	Included	Excluded	
Labour, other professional Services, T&S and Hardware associated with implementing Updates and upgrades	Additional Fee	Additional Fee	
Repair of Hardware (RMA) outside of standard warranty period	Advanced spares service included; advance spare incur additional charge	Advanced spares service included; advance spare incur additional charge	
Charges for Customer-requested BT engineer site visits (visits to be agreed with the Customer in advance) 7am-6pm Weekdays per hour per engineer, 6pm-7am Weekday 4 hour minimum charge per engineer, other times minimum 8 hours charge per engineer	Additional Fee	Additional Fee	

If the Service is providing any optional components then BT will use reasonable efforts to provide the same Service Support [Enterprise Premium & or Enterprise Standard] is offered. If a different Service Support model is offered for any optional BT component then this will be highlighted on the order form. BT will seek to notify the Customer of any planned changes with a minimum of 2 week window. Occasionally critical vulnerabilities are identified and BT will use reasonable efforts to seek a shorter time window to undertake the changes. The Service requires Customers Smart Hands Resources to discharge simple instructions. The COE preferred access model requires the Customer to provide VPN with group access throughout lifetime support. All COE employees accessing a VPN will comply the policies set out in the installation above. Alternatively (with lesser functionality and increase customer costs) Webex Access can be used by the Customer allowing the COE to discharge their service obligations. The Customer is required to provide, at their cost, supervisory oversight of the Webex Session. The Services may identify faults requiring Customer Smart Hands resources to follow COE instructions such as (a) Turning power on or off (b) Swap out a broken turret (c) Make a call on a Turret (d) Place a call on a Speaker (e) Listen to a voice recording. Smart Hands resources are required to watch or read the user guidance of BT Trading. If Customer requests a BT engineer site visit(s) and BT agrees to such request(s), the charge for such visit(s) shall be based on the rates set out in the Order.



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BT Contract Reference:

Customer Contract Reference (optional):

Service Admin	<p>The engineering resource to undertake Service Administration will be led by the COE.</p> <p>Customer will notify issues and change requests to the BT CoE via web form, who will be the single point of contact for the end-to-end service.</p> <p>Where documented in the adjacent table Customer will provide 1st Line Smart Hands support including [a] Customer Service Changes [b] Simple Service Changes [c] Complex Service Changes. Where the Customer has remote branches & Disaster Recovery [DR] locations testing from any device after a patch, upgrade or Periodic DR readiness tests will be undertaken by the Smart Hands Resource. In the event Customer doesn't have Smart Hands Resource to assist in the task[s], it can be requested. Charges for Customer-requested BT engineer site visits (all visits agreed with the Customer in advance) and shall be based on the rates set out in the order form.</p>
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BT Trading Enterprise Appendix 2 – Service Specification

BT Contract Reference:

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Customer Service Changes (CSC)	Effort Type	Work Undertaken Remotely	Test Remotely	Tasks that Require Customer Smart Hands*
Read Access to TSS	Small	Y	N/A	N/A
Playback (via turret or desktop)	Small**	Y	N/A	N/A
Simple Service Changes SSC	Small	Y	N/A	N/A
Simple Service Changes (SSC)				
Power up & down	Small**	Y	Y	N
Relocation of turrets	Small	Y	Y	Y
Voice Recorder testing	Small**	Y	Y	Y
Add/remove existing PW to another profile	Small**	Y	Y	N
Change Zone	Small**	Y	Y	N
Reboot Turret	Small**	Y	Y	N
Complex Service Changes (CSC)				
New Turret	Small	N	N	Y
Add / Change / Remove Speaker	Small**	N	N	Y
Add / Change / Remove Handset	Small**	N	N	Y
Turret Reset (<10)	Small**	Y	Y	N
Add / Change / Remove TPO lines	Medium	Y	Y	N
Add / Change / Remove / Single user Feature	Medium	Y	Y	N
Add / Change / Remove / Multiple user Feature	Medium	Y	N	Y
Add / Change / Remove VR (capacity available)	Medium	Y	Y	Y
Add / Change / Remove Job Policy	Medium	Y	Y	N
Turret hardware Upgrade	Medium	N	N	Y
Turret Reset (10>50)	Medium	Y	Y	N
Add / Change / Remove Private Wires	Large	Y	N	Y
Add / Change Gateway	Large	N	N	Y
Remove Gateway	Large	Y	Y	N
Network change	Large	Y	N	Y
TPO Cluster Reconfiguration	Large	Y	Y	N
Add / Change / Remove Security Settings	Large	Y	Y	N
Add / Change / Remove Replay box	Large	Y	Y	N
Add / Change VR (Additional Channels more)	Large	Y	Y	N
Add / Change Active directory	Large	Y	Y	N
Add / Change / Remove TradeSense configuration	Large	Y	Y	N
Turret Reset (>50)	Large	Y	Y	N
Note; Multiple changes should be considered as:				
Bulk changes Hardware (<10)	Medium	N	N	Y
Bulk changes Software (<10)	Medium	Y	Y	N

In the event the Customer doesn't have Smart Hands Resources to assist in the task, BT can provide on-site support at Customer's expense with applicable rates as set out in order form. ** Customer agrees that raising a ticket request for support authorises BT to address such request at Customer's expense. BT will use reasonable efforts to complete ninety percent (90%) of small remote changes within 5 hours providing, [a] Single user change [b] Software only change on BT Trading Software & or BT Recording Software) [c] BT has remote access to undertake the change.



BT Trading Enterprise Appendix 2 – Service Specification

BT Contract Reference:

Customer Contract Reference (optional):

Patches & Minor & Major Updates

The Order form may offer customers the ability to procure Professional Services in which BT undertakes patching, minor and or major releases

- Patching entails vulnerability releases and minor bug fixes, a BT Service Manager is responsible for the delivery, unless stated BT will normally carry out on 6-8 weekly basis
- Minor release entails new features in the software, a BT Service Manager is responsible for delivery, unless stated BT will normally carry out on 2 times per annum
- Major release entails major features in the software, BT appoints a Project Manager responsible for the delivery, unless stated BT will normally carry out once every 2-3 years

BT will use reasonable efforts to notify the Customer of any planned changes with a minimum of 2 week window. Occasionally critical vulnerabilities are identified and BT will seek a shorter time window to undertake the changes. All changes will be made based on General Availability Tested Code. In circumstances where a workaround is required BT may need to apply code changes that are not General Availability Tested Code, these shall be subject to Change Control.

The CoE will perform the patching and minor upgrades within the maintenance window provided by the Customer.

- Testing will consist of a system health check and running automated “Walk the floor” tests from the automated toolset available to BT.
- An audio test and voice recorder verification will be performed by the CoE via a BT Soft Turret called the FlexPro.
- Any additional “on site” testing requirements will be performed by the Customer Smart Hands resources or, at Customers additional cost, by BT. The additional testing may include:
 - Make an audio call on every turret to test whether the audio is available in the voice recorder
 - Make an audio call on every turret speakers to test whether the audio is available in the voice recorder
 - Turn power on or off

All patch, minor or major upgrades must include the provision by the Customer of VPN with group access.

Major updates include a mix of BT resources, on-site and remote. Each turret is tested by an on-site engineer as part of the upgrade.