



1 Definitions and Abbreviations

The following definitions shall apply, in addition to those in the General Terms and Conditions and the General Service Schedule of the Agreement:

“**Administrator**” means the administrators the Customer has selected to configure the Service for the Customer’s Users.

“**Break Through Feature**” means the forwarding feature that is part of the Presence Assistant Service Option and that may be used by Users to break through any “**do not disturb**” User status to make contact with that User.

“**Enabling Service**” has the meaning given in Clause 4.2.

“**Incident**” means an unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service; and may also be known as a “**fault**” as set out in the General Service Schedule.

“**Instant Messaging**” means a type of online chat that offers real-time text transmission over the Internet.

“**Internet**” means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

“**Internet Protocol**” or “**IP**” means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

“**IP Address**” means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.

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

“**Multi-Channel Contact Solution**” means a multi-channel contact solution that enables the Customer to select options that will redirect the Customer to specific channels so that the Customer may continue a conversation by moving between the different channels (for example the Customer may move from Instant Messaging to phone to video conferencing in one conversation).

“**Service**” has the meaning given in Clause 2.

“**Service Options**” has the meaning given in Clause 2.2.

“**Skype for Business**” means an instance of Microsoft’s “**Skype for Business**” Unified Communications application.

“**Supplier**” means Luware UK Limited.

“**Supplier Software**” means all computer programs including but not limited to all source code and object code whether in machine readable, optically readable or any other format that form part of the materials provided by the Supplier and the media on which they are supplied.

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

“**Web Real-Time Communication**” or “**Web RTC**” means a collection of communications protocols and application programming interfaces that the Customer may use with the Service.

2 Service Description

2.1 Service Summary

2.1.1 BT will provide the Customer with a cloud based portfolio service that uses the Customer existing platforms to deliver and coordinate a range of services from suppliers to the Customer, comprising at least one of the Service Options described in Clause 2.2 below as set out in any applicable Order up to the point of the Service Management Boundary as set out in Clause 5 (the “**Service**”).

2.1.2 **License** – BT will grant the Customer a sub-licence for the Supplier Software for the sole purpose of using the Service in accordance with the terms set out in Appendix 1.

2.2 Service Options

BT will provide the Customer with any of the following options as set out in any applicable Order (“**Service Options**”) and in accordance with the details as set out in that Order. Service Options may not be available in all countries. If a Service Option that the Customer requires is not available, BT will inform the Customer before the Customer places the Customer’s Order.

2.2.1 **Contact Solution** – if the Customer selects this Service Option, BT will provide the Customer with a Multi-Channel Contact Solution that will allow the Customer to integrate data between the various applications and contact channels that the Customer uses (contact channels such as chat, voice, video, social media, email, text message and screen sharing). BT will also provide the Customer with wallboards of real time information as well as 90 day historical reporting on data such as call handling, drop calls, call locations and peak days;

2.2.2 **Team Manager** – if the Customer selects this Service Option, BT will provide the Customer with the capability to aggregate the Customer’s contacts across media channels (such as voice, video and text message) in Skype for Business and to organise them into lists of teams that will allow Users to contact



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Customer Contract Reference (optional):

and manage a whole team at the same time. Administrators will be able to create and share workflows with those lists of teams;

- 2.2.3 **Presence Assistant** – if the Customer selects this Service Option, BT will provide the Customer with the capability to change the Customer's online status on Skype for Business so that the Customer may be seen as present or not present (i.e. a “**do not disturb**” status) in the Skype for Business contact centre. With this Service Option, the Customer may allow Users to use the Break Through Feature and Administrators will be able to set how this Service Option is configured on the Customer's Users' devices remotely;
- 2.2.4 **RTC Launcher** – if the Customer selects this Service Option, BT will provide the Customer with a web application that will allow callers to contact the Customer using a web interface such as WebRTC; and
- 2.2.5 **Switchboard** – if the Customer selects this Service Option, BT will provide the Customer with a switchboard that will be integrated into the Customer's Skype for Business platform without any additional application being required. With this Service Option the Customer will be able to switch calls or transfer calls between a number of contact channels and will be able to integrate the Customer's calendar and email call back requests without linking to additional email programmes.

3 BT Obligations

In addition to any other obligations as agreed in the Agreement, following obligations shall apply to BT.

3.1 General

Before the Operational Service Date and, where applicable, throughout the provision of the Service, BT will provide the Customer with:

- (a) contact details for the helpdesk that the Customer will be able to contact to submit service requests, report Incidents and ask questions about the Service (“**Service Desk**”); and
- (b) a date on which delivery of the Service (or each part of the Service, including to each Site) is due to start (“**Customer Commit Date**”) and will use commercially reasonable endeavours to meet any Customer Commit Date.

3.2 During Service Delivery – As part of the commissioning of the Service

BT will:

- (a) configure the Service and conduct a series of standard tests on the Service to ensure that it is configured correctly;
- (b) connect the Service to each Enabling Service; and
- (c) on the date BT completed the activities in this Clause 3.2 (During Service delivery), confirm to the Customer the Operational Service Date.

3.3 During Service Operation – applicable on and from the Operational Service Date

3.3.1 **Incidents.** Where the Customer has reported an Incident, BT will:

- (a) give the Customer a unique reference number for the Incident (“**Ticket**”);
- (b) respond and use reasonable endeavours to remedy an Incident without undue delay if BT detects or if the Customer reports an Incident;

3.4 At the end of the Service – on termination of the Service by either Party

BT will provide configuration information relating to the Service provided at the Sites in a format compliant with local law requirements that BT reasonably specify and may delete any Content.

4 Customer Obligations

4.1 General

Before the Operational Service Date and, where applicable, throughout the provision of the Service, the Customer will:

- (a) provide BT with its obligations as set out in the General Service Schedule;
- (b) ensure that the LAN protocols and applications the Customer uses will be compatible with the Service.

4.2 Enabling Service

4.2.1 The Customer will have in place a Skype for Business platform service with the Skype for Business application that will connect to the Service and is necessary for the Service to function (the “**Enabling Service**”) and will ensure that the Enabling Service meets the minimum technical requirements that BT specifies.

4.2.2 The Customer may purchase the Skype for Business application from BT as part of the BT One Cloud Microsoft service or the Customer may use an alternative service that supports the Skype for Business



BT Cloud Contact Microsoft Service Annex to the General Service Schedule

BT Contract Reference:

Customer Contract Reference (optional):

platform, provided that this alternative service has been authorised by BT. For the provision of the Enabling Service this Service Annex will not apply to those services and those services will be governed by their separate terms and conditions which need to be first contracted by the Customer with BT.

4.3 During Service Delivery

Before BT starts with the commissioning of the Service, the Customer will prepare and maintain the Site for supply of the Service. If the Customer requests a change to the Service or any part of the Service, including any IP Address location, then BT may revise the Customer Committed Date to accommodate that change.

4.4 During Service Operation – applicable on and from the Operational Service Date

4.4.1 **Incidents.** Where the Customer become aware of an Incident, the Customer will:

- (a) ensure any Incidents will be reported and followed up by the Customer Contact as set out in the General Service Schedule;
- (b) upon BT notifying the Incident have been solved; confirm – as agreed between the Parties – that the Incident is cleared within 24 hours of being informed. If the Customer have not responded within 24 hours of BT's attempt to contact the Customer, the Incident shall be considered being cleared and the Ticket will be closed. If the Customer confirms within 24 hours of being informed that the Incident is not cleared, the Ticket will remain open, and BT will continue to work to resolve the Incident, until the Ticket is closed.

4.4.2 **Access to Emergency Services.** The Customer acknowledge and agree that the Service does not provide the ability for Users to call the emergency services and, therefore, the Customer will be responsible for making alternative arrangements for Users, including the maintenance of a fixed telephone.

4.4.3 **Security breaches.** BT may, in the event of a security breach, require the Customer to change any or all of their passwords. BT do not guarantee the security of the Service against unauthorised or unlawful access or use.

4.5 At the end of the Service

On termination of the Service by either Party, the Customer will in addition to its obligations as set out in the General Terms and Conditions, provide BT with all reasonable assistance necessary to remove the Service.

5 Service Management Boundary

5.1 BT will provide and manage the Service as set out in this Service Annex and any applicable Order. BT will provide the Customer with the Service Options only and will not provide the Customer with Skype for Business service or any of the licences the Customer will need to use Skype for Business. The Customer will need to get these separately when the Customer purchases the Skype for Business service ("**Service Management Boundary**").

5.2 BT will have no responsibility for the Service outside the Service Management Boundary and makes no representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software.

6 Charges

The Charges for the Service will, depending on the Service Options selected, set forward on the Order and will be invoiced and paid in accordance with the applicable provisions as agreed in the General Terms and Conditions and the General Service Schedule of the Agreement.

7 Service Levels

7.1 The On-Time Delivery and the Availability Service Levels together with their applicable Service Credits and Conditions as set out in the General Service Schedule apply to this Service. Any other Service Levels as set out in the General Service Schedule shall not apply to this Service.

7.2 The Availability Service Level Category for this Service is CAT A1.

8 Minimum Period of Service, Cancellation, Termination and Termination Charges

8.1 Except if explicitly otherwise agreed in an Order, the applicable Minimum Period of Service and any termination conditions are subject to the provisions as agreed in the General Terms and Conditions and the General Service Schedule.

8.2 For the purposes of the cancellation provisions as set out in the General Terms and Conditions, if the Customer cancels an Order, or part of it, any time before the Operational Service Date, the Customer will have to pay BT the following cancellation Charges as set out below:



BT Cloud Contact Microsoft Service Annex to the General Service Schedule

BT Contract Reference:

Customer Contract Reference (optional):

- (a) Cancellation Charges for software license costs and hosting costs incurred by BT as set out in an applicable Order, including but not limited to cancellation Charges for:
- (i) the purchase or lease of the hardware, software and any licenses that will host the Service;
 - (ii) the purchase or lease of any hardware, software, licenses or network capacity required specifically to increase the capacity of the hosting Skype for Business platform for the Service;
 - (iii) the cost of deploying the platform and the software that will host the Service; and
 - (iv) the cost of configuring the platform; and
- (b) Cancellation Charges for professional services provided by or paid for by BT as set out in an applicable Order, including but not limited to cancellation Charges for:
- (i) integration and configuration tasks beyond the standard Service offering, including the engagement of suppliers;
 - (ii) the development of any new integrations to the Service; and
 - (iii) any custom configuration that the Customer requested and as set out in an applicable Order.
- 8.3 For the termination of this Service, the termination Charges as set out in the General Service Schedule will apply.

9 Data Processing

- 9.1 Applicable terms. The Parties agree that it is anticipated that BT may receive or process Personal Data on behalf of the Customer as a Data Processor in connection to the Service or as a result of the provision of this Service. Any Customer Data is subject to the 'Data' clause as set out in the Agreement.
- 9.2 The nature and purpose of the Processing of Customer Personal Data. This Service is based on unified contact centre technology, supporting voice and data over a single, converged IP network to enhance and extend contact centre capabilities. The Service offers skills-based routing, CRM and computer telephony integration, service IVR and multimedia as part of a centralised, virtual contact centre solution. The Service is hosted in a BT data centre capability within the BT cloud. BT provides an environment and data storage capabilities for the Customer to control and manage Personal Data. Given that recordings of end user and agent conversations can be made and stored, any type of Personal Data could be captured as part of your service provision or provided inadvertently by the end user. BT does not have access to the Customer data.
- 9.3 The types of Customer Personal Data Processed by BT or its Sub-Processors or the Customer will be:
- website or IP address;
 - name;
 - address;
 - telephone number;
 - email address;
 - job title;
 - company name;
 - contact records;
 - usage records (calls);
 - identity management – user profiles
 - call recordings; and
 - potentially any category of data (where the Customer is the Data Controller).
- 9.4 The Customer Personal Data will concern the following categories of Data Subjects:
- Customer employees;
 - Customer customers or third parties; and
 - any Data Subject (as controlled by the Customer).
- 9.5 These lists are not exhaustive as the Customer will specify what Customer Personal Data is processed.



APPENDIX 1 – SUPPLIER SOFTWARE SUB-LICENCE TERMS

With effect from the installation of the Supplier Software, BT grants a non-transferable, non-exclusive, irrevocable sub-licence to the Customer and the Customer's Users, provided that the Customer complies with the following terms:

1 The Customer's Obligations

- (a) except for this sub-licence, the Supplier Software (including all updates, upgrades, modifications, enhancements, and related documentation, if any, whether sub-licensed as part of or in connection with this Agreement) will remain the property of the Supplier (or a third party that has granted the Supplier the right to licence the Supplier Software) and the Customer has no right or interests in the Supplier Software except for the sub-licence rights expressly granted in this Schedule;
- (b) the Customer may only use the Supplier Software at the Customer's Sites unless the Customer submits a request to BT and BT agrees otherwise, provided that the Customer will give BT prior written notice of the new Site where the Supplier Software will be used and that the Customer makes sure that use of the Supplier Software by the Customer or the Customer's Users at the new Site does not exceed the number of Users as mutually agreed by the Parties in the Schedule;
- (c) the Customer will keep the Supplier Software confidential. The Customer may grant access to the Supplier Software to the Customer's employees to the extent necessary to use the Supplier Software in accordance with the sub-licence and to the Customer's Users. The Customer or the Customer's employees will not, at any time, disclose, sell, assign, lease or otherwise dispose of, or commercially exploit or market in any way, with or without charge, the Supplier Software (in whole or in part) to third parties, other than to the Customer's Users in accordance with this Agreement.
- (d) except as set out in this Schedule, the Customer will not use, copy or modify the Supplier Software or merge the Supplier Software with other software or take any action inconsistent with the intellectual property rights in the Supplier Software of the Supplier or any third party which has granted the Supplier the right to licence the Supplier Software. The Customer are solely responsible for any additional third party licensing costs that both Parties agree may be associated with the implementation of the Supplier Software;
- (e) the Customer may make one copy of the Supplier Software and any associated documentation as is reasonably required for back-up, disaster recovery, security, archival or testing purposes provided that the copy includes the copyright and proprietary notices of the Supplier or its licensor as notified to the Customer by BT;
- (f) the Customer may use the Supplier Software in connection with other software; provided however, that the Customer will be responsible for any costs associated with such third party software connectivity or for problems with the Supplier Software resulting from such use;
- (g) the Customer will not decompile (as set out under applicable law), reverse assemble, or reverse engineer the Supplier Software or any hardware or firmware implementation of the Supplier Software except to the extent permitted by law for the purposes of interoperability;
- (h) the Customer will not use or permit the use of the Supplier Software for timeshare purposes, service bureau or hosted purposes or third party training;
- (i) BT reserves the right to audit the numbers of concurrent Users that are using the Supplier Software on a regular basis provided that the audit is limited to the documents and written records provided by the Customer for this purpose and BT will advise the Customer of its findings where appropriate. In the event that the Customer is deploying the Supplier Software for a number of agents that exceeds the number agreed between the Parties, then BT will Notify the Customer and BT reserves the right to Charge the Customer for excess usage from the point at which BT identifies any excess usage;
- (j) the Customer will be responsible for any changes, modifications or improvements made to the Supplier Software after delivery by any person other than the Supplier or the Supplier's nominated representatives unless those changes are made with the Supplier's or the Supplier's nominated representatives' consent or approval;
- (k) the Customer agrees that, except as expressly set out in this Agreement, all title, copyright and other intellectual property and proprietary rights in the Supplier Software and any connected documentation are owned exclusively by the Supplier or suppliers to the Supplier;
- (l) the Customer will take reasonable precautions to prevent unauthorised use or disclosure of the Supplier Software and any associated documentation and will not knowingly permit the Supplier Software or any associated documentation be made available without BT's consent;
- (m) the Customer will not violate any applicable export regulations, export or re-export the Supplier Software or technical data provided by BT and the Customer will comply with all local import regulations as Notified to the Customer by BT;



BT Cloud Contact Microsoft Service Annex to the General Service Schedule

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- (n) the Customer will not assign this sub-licence without the prior written consent of BT; and the Customer will hold any confidential or proprietary information that the Customer obtains as a result of the Supplier Software in confidence and the Customer will use this information only for purpose of using the Service. The Customer will make sure that this information will not be disclosed by the Customer, the Customer's Users, the Customer's end customers or any of the Customer's agents or employees, without the prior written consent of BT or in accordance with this Agreement. The provisions of this sub-paragraph (n) will survive the termination of this Supplier licence for any reason.

2 BT's obligations

- (a) BT does not guarantee that the operation of the Supplier Software will be uninterrupted or error free;
- (b) except as expressly stated in this Agreement, BT gives no warranty, express or implied, in connection with the Supplier Software, including but not limited to the implied warranties of title, merchantability and fitness for a particular purpose.