1. Definitions and Abbreviations

The following definitions and abbreviations will apply to the provision of the Service, in addition to those in the General Terms and Conditions and the General Service Schedule.

- "Administrator" means any individual authorised by the Customer responsible for administering Users;
- "Agent" means a User of the Service that receives Inbound communications and places Outbound communications.
- "Allowed Capacity" has the meaning given in Paragraph 7.3.
- **"BT Cloud Contact Firewall"** means a set of hardware devices together with any associated software, designed to prevent unauthorised access to the BT Cloud Contact Platform.
- **"BT Cloud Contact Platform"** means a set of computer programs, servers and firewalls hosted in BT Data Centres that allows the Customer to access the Service.
- **"BT Data Centre"** means a BT location providing floor space and an environment for hosting computer and telecommunications equipment.
- "BT OneDesktop" means the graphical user interface that can be accessed by Agents and Supervisors.
- "Call Capacity Period" means any period of three consecutive months, the first beginning on the Operational Service Date and each subsequent period beginning on the date after the previous period ends.
- **"Call Routing Strategies"** means the planned routes as agreed from time to time between the Parties for incoming communications and, if selected by the Customer as set out in the Order, any Predictive Dialler or Preview Dialler Outbound communications, to Agents based on information received by the Configuration Manager.
- "Campaign" means a list of telephone numbers that are dialled based on certain Dialling Parameters and in case of predictive dialling on complex algorithms to predict the number of calls to make.
- "Concurrent Agents" means all Agents concurrently logged in to the Service at any one time.
- "Configuration Manager" means a server that receives and retains data regarding Agents, Groups, Queues, Skills, Teams, Events, Call Routing Strategies and any Inbound Communication network connections.
- "Customer Relationship Management" or "CRM" means a software application that manages customer data and customer interactions.
- "Data Connectivity" means the ability to send and receive data over the Internet.
- "Electronic Mail" or "Email" means the method of exchanging digital messages from an author to one or more recipients.
- "Enabling Service" has the meaning given in Paragraph 2.5.
- **"Events"** means any events that occur within the BT Cloud Contact Platform, such as when a Telephony call is started or terminated, that may trigger, or be triggered by, other events in accordance with the applicable Call Routing Strategy.
- **"FTP Server"** means a server located at a BT Data Centre that contains the Customer's databases that can be accessed by the Customer to upload and download data relating to the Service.
- "Gateway" means the demarcation device at the BT Data Centres between the Service and the BT Telephony networks.
- **"Group"** means a grouping of Agents working in the same area of expertise that receives Inbound Communications from the same Queues
- "Inbound" means incoming telephone calls from callers that are routed to the BT Cloud Contact Platform.
- "Instant Messaging" means a type of online chat that offers real-time text transmission over the Internet.
- "Interactive Voice Response" or "IVR" means the use of pre-recorded voice prompts and menus to present information and options to any person making an inbound communication.
- "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 Sites (including data, voice and video conferencing services).

- "Messaging Providers" means providers such as Facebook, Whatsapp, WeChat, SMS and others.
- "Minimum Volume Commitment" means the minimum volume of Concurrent Agents as set out in the Order.
- "MPLS" means multi-protocol label switching.
- "Outbound" means an outgoing call or message from the Service via Telephony, Email or Instant Messaging.
- **"Preview and Progressive Dialler"** means the facility that dials a list of telephone numbers and connects answered to Agents as set out in Paragraph 2.3.9 below.
- "Queues" means a mechanism to manage a collection of inbound communications.
- **"Start-Up Kit"** means the documentation that is provided to the Customer prior to the Operational Service Date that details the minimum specifications required by the Customer for the Service to operate.
- "Service" has the meaning given in Paragraph 2.
- **"Supervisor"** means a User of the Service authorised by the Customer to access reporting and Voice Recordings and monitor Agents.
- "Team" means a grouping Agents and or Supervisors for reporting purposes only.
- "**Telephony**" means the electronic transmission of speech or other sound between points, with or without the use of wires.
- **"Voice Connectivity"** means the ability to have a voice conversation over a public Telephony or private network.
- "Voice-over-Internet Protocol" or "VOIP" means delivery of voice and multimedia communications over Internet Protocol (IP) networks.
- "Voice Recording" has the meaning given in Paragraph 2.3.
- "WAN" means wide area network, the infrastructure that enables the transmission of data between Sites.

2. Service Description

2.1 Service Summary

With BT Cloud Contact Next Generation Service ("the Service") BT provides the Customer with an IP-based contact centre application that is hosted on BT servers and allows the Customer to interact with its customers using Telephony, Email and Instant Messaging.

2.2 Standard Service Components

BT will provide the standard Service which consists of the following components:

- 2.2.1 <u>BT Cloud Contact Platform</u>: access to the BT Cloud Contact Platform elements, which will allow any Administrator to:
 - register and de-register Users (Agents, Supervisors, Administrators), their access and view permissions;
 - manage the profiles of each Supervisor and Agent including the Groups and Teams to which
 they belong, their Skills and their access permissions to system functions such as reports and
 call recordings;
 - manage Queues, Release codes, Wrap-up codes and other configuration settings;
 - manage any other service that is provided as part of the Service.
- 2.2.2 <u>BT OneDesktop</u>: access to the BT OneDesktop User interface for Agents and Supervisors, according to their access permissions as managed by Administrators, which will allow:
 - an Agent to take Inbound communications (voice, voicemail, call-back, email and chat) and place Outbound communications based on the Call Routing Strategies, which, for Telephony, will be in accordance with one of the following levels of Telephony quality, whichever is set out in the Order:
 - (a) Full Voice Quality: the full level of Telephony quality as detailed in the Order; or
 - (b) Compressed Voice Quality: a degraded level of Telephony quality as detailed in the Order; and
 - a Supervisor to monitor Agents, access Voice Recordings and historical and real-time reporting on the Service;
- 2.2.3 <u>Designer Application</u>: access to the Designer Application and the FTP Server for Administrators, which will allow an Administrator to manage the ongoing configuration of Interactive Voice Response and Call Routing Strategies;
- 2.2.4 Administration: access to all administration portals provided with the Service;



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- 2.2.5 Reporting: access to historical and real time reporting portals;
- 2.2.6 <u>Storage</u>: capability for storage of historical reports, Voice Recordings and CRM data in accordance with the storage limits set out in the Order; and
- 2.2.7 User guides: information for Users on how to use the Service.
- 2.2.8 <u>Service Desk</u>: the BT helpdesk the Customer Contact may contact to submit service requests, report incidents and make inquiries relating to the Service.

2.3 Optional Service Components

Throughout the term of this Agreement the Customer can order some or all of the following components at additional charge which will be agreed by the Parties in an additional Order:

- 2.3.1 Media: additional channels on top of voice, email and chat such as social media;
- 2.3.2 <u>Voice Recording</u>: the ability to automatically or manually record Telephony calls;
- 2.3.3 <u>Integration</u>: Software and configurations that enables the Service to integrate with third party CRM, Knowledge Management and other business applications;
- 2.3.4 <u>WFM/WFO Connector</u>: Software that enables the Service to integrate with the 'BT Optimise Contact' service;
- 2.3.5 <u>Messenger Connector</u>: Software that acts like a connector between Customer's chat end points (Facebook Messenger, Twitter, Skype for Business or SMS) and the Service;
- 2.3.6 <u>Historical Report Analyst</u>: an application that allows the creation of reports based on a statistical data warehouse with OLAP Cube architecture;
- 2.3.7 <u>Bulk Download Tool</u>: allows the Customer to enable authorised Users to view and schedule reports based on all on the FTP Server stored Inbound communications and Outbound communications;
- 2.3.8 <u>Phone Only Agents</u>: the ability for Agents to make and receive Telephony calls without using the BT OneDesktop;
- 2.3.9 Preview and Progressive Dialler: an automatic telephone dialling system that dials from a list of numbers. It presents the Agent contact information to be called and requires a response either to make the call or not make the call. With preview the Agent can preview the contact before manually dially the telehone number, with progressive, the dialler automatically dials the next telephone number in the dialling list. The delay between calls can be set;
- 2.3.10 <u>Digital Self-services:</u> a chat application started on the web or smart phone (an app or chat bot) that allows customers to ask questions or request a transaction. It also allows the customer to escalate the chat to a live Agent.
- 2.3.11 Agent Assist: allows Agents to access a knowledge base and to receive automated suggestions for next actions;
- 2.3.12 <u>Professional Services</u>: any Professional Services as set out on the Order in addition to the standard delivery of the Service provided by BT.

2.4 Service Upgrade

The Customer acknowledges that it may be necessary from time to time to upgrade the BT Cloud Contact Platform software. BT will aim to perform such upgrades during its regularly scheduled maintenance windows on Saturday and Sunday mornings between 01:00 – 05:00 GMT. BT will use reasonable endeavours to keep the period of upgrade to a minimum and will restore Service as soon as possible.

2.5 Associated Services.

- 2.5.1 The Customer will have the following Enabling Services in place that will connect to the Service and are necessary for the Service to function and will ensure that these services meet the minimum technical requirements that BT has notified to the Customer;
 - a service supplied by BT that enables inbound Telephony calls;
 - a service supplied by BT that enables outbound Telephony calls;
 - a service supplied by BT or third party that enables data transport between the BT Cloud Contact Platform and the Users; and
 - a service supplied by BT or third party that enables messaging services between Users on the BT Cloud Contact Platform and end users,
- 2.5.2 If BT provides the Customer with any other services (including, but not limited to any Enabling Service) this Annex will not apply to those services and those services will be governed by their separate terms.



BT Contract Reference:
Customer Contract Reference (optional):

3. Service Management Boundary ("SMB")

- 3.1 BT will provide and manage the Service as set out in this document and in the Order up to the demarcation points where the voice and data services (including any equipment managed or controlled by the Customer) interconnects with:
 - 3.1.1 Voice Connectivity, the Gateway(s) used by the Service;
 - 3.1.2 Data Connectivity, the BT Cloud Contact Firewall(s) used by the Service; and
 - 3.1.3 for messaging services, the messaging connectors BT has with the Messaging Providers.
- 3.2 The Customer acknowledges that VOIP calls are not part of the Service; hence:
 - 3.2.1 BT does not support VOIP calls and will not accept a report of an Incident in respect of VOIP calls.
 - 3.2.2 BT is not responsible for notifying the VOIP carrier of any Incidents.
- 3.3 Any voice Service provided by BT may not be capable of either calling emergency services and/or correctly identifying a caller's location to the emergency service. The Customer agrees that it is responsible for ensuring that it puts appropriate measures in place to enable Users to call emergency services
- 3.4 The Service is not suitable for any confidential message exchange.
- 3.5 BT does not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software.
- 3.6 The Service does not support and BT has no responsibility for faults which result (directly or indirectly) from additional features and configurations of the Service that are done directly by the Customer or by any third party suppliers of the Customer.
- 3.7 For any Enabling Services not provided by BT, BT will not be liable for failure to or delay in supplying the Service if the third party supplier delays or refuses the supply of a service.
- 3.8 If any part of the (optional) Professional Services are performed by BT negligently or in breach of the provisions of this Agreement then, BT will re-perform the relevant part of the Professional Services. This will be the Customer's sole remedy where BT performs the Professional Services negligently or in breach of the provisions of this Agreement
- 3.9 The Customer can choose to have service delivered as G7.11 (full voice quality) or as G7.29 (compressed voice quality). Where G7.29 is selected by the Customer to reduce bandwidth costs, the Customer acknowledges that the quality of the voice will be degraded due to the compression algorithm.

4. Service Delivery

- 4.1 **BT Delivery Obligations**. In addition to its responsibilities as set out in the remainder of the Agreement, before the Operational Service Date and, where applicable, throughout the provision of the Service, BT will on receipt of an Order:
 - 4.1.1 provide the Customer with the Start-Up Kit and credentials to access the BT Cloud Contact knowledge base. This will include administrative usernames and passwords, access to and documentation for administrative tools, instructions for setting up Agents, Supervisors and administrators.
 - 4.1.2 create the Customer environment on the BT Cloud Contact Platform;
 - 4.1.3 connect the Service to the BT provided Enabling Services, where required;
 - 4.1.4 If ordered, provide any Professional Services as selected in the Order; and
 - 4.1.5 conduct a series of standard tests on the Service to ensure that it is configured correctly; and
 - 4.1.6 on the date that BT has completed the above activities, confirm that the Service is available for performance of any Acceptance Tests.
- 4.2 **Customer Delivery Obligations.** In addition to its responsibilities as set out in the remainder of the Agreement, before the Operational Service Date and, where applicable, throughout the provision of the Service, the Customer will:
 - 4.2.1 ensure that BT is provided with all reasonable assistance and any necessary information (including the Customer Contact) to enable BT to undertake Customer awareness training, including but not limited to the Customer's existing contact centre procedures;
 - 4.2.2 supply the third party (if not purchased from BT) provided Enabling Services where required. The Customer acknowledges that Service Delivery cannot occur until the respective Enabling Services are operational.



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- 4.2.3 ensure that the LAN protocols, configurations and applications used by the Customer will be compatible with the Service, including, in the case of call delivery over MPLS, appropriate class of service configurations for voice;
- 4.2.4 open permanently the required firewall ports as set out in the Start-Up Kit;
- 4.2.5 ensure compliance with all other requirements and specifications as detailed in the Start-Up Kit.
- 4.2.6 comply with the employer disclosure obligations as set out in the General Service Schedule;
- 4.2.7 provide the appropriate number of Agent workstations to the required specifications as notified by BT as notified by BT prior to upgrade.
- 4.2.8 provide and maintain a suitable client hardware/software environment and maintain compatibility with any upgrades to the Service.
- 4.2.9 inform BT of any changes to the applications or underlying operating systems that may impact BT's delivery obligations.

4.3 Acceptance Tests.

- 4.3.1 The Customer will carry out the Acceptance Tests for the Service within five Business Days after receiving notice from BT ("Acceptance Test Period").
- 4.3.2 The Service is accepted by the Customer if the Customer confirms acceptance in writing during the Acceptance Test Period or is treated as being accepted by the Customer if the Customer does not provide BT with notice to the contrary by the end of the Acceptance Test Period.

4.4 Operational Service Date ("OSD").

- 4.4.1 Subject to Paragraph 4.3, the Operational Service Date will be the earlier of the following:
 - (a) the date that the Customer confirms or BT deems acceptance of the Service in writing in accordance with Paragraph 4.3.2; or
 - (b) the date of the first day following the Acceptance Test Period.
- 4.4.2 If, during the Acceptance Test Period, the Customer provides BT notice that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and provide the Customer notice that BT has remedied the non-conformance and inform the Customer of the new Operational Service Date.

5. In Life Management During Operation

5.1 BT obligations.

- 5.1.1 In addition to its responsibilities as set out in the remainder of the Agreement; on and from the Operational Service Date, BT will respond and remedy an Incident in accordance with the agreed Service Levels.
- 5.1.2 BT shall not be liable for failure to provide the Service if the Customer has not informed BT of changes as set out in Paragraph 5.2.1; and the Service levels will not apply until BT has agreed in writing to such change.

5.2 Customer obligations.

In addition to its responsibilities as set out in the remainder of the Agreement; on and from the Operational Service Date, the Customer will:

- 5.2.1 comply with the provisions of any Software licences provided with or as part of the Service;
- 5.2.2 ensure that appropriate measures are in place to enable Users to call emergency services at all times;
- 5.2.3 ensure that Campaign and dialling parameters are tuned such that any Telephony calling results are compliant with the dialler rules set by the regulator of the country in which any call terminates;
- 5.2.4 provide BT with, and inform BT of any changes to, the Email address for a mailbox that can be accessed by all Users and to which BT may send Service update information;
- 5.2.5 ensure that all Users are able to access and are using the latest version of the Service components in accordance with instructions notified by BT from time to time; and
- 5.2.6 ensure that all the Customer's configurations comply with all other requirements and specifications as detailed in the latest version of the Start-Up Kit; and
- 5.2.7 notify BT of any changes to the Enabling Services (or maintenance of the Enabling Services) not provided by BT that may reasonably be expected to affect the performance of the Service. In particular, the Customer will give BT notice in advance of any infrastructure maintenance on services not provided by BT that impacts the performance of the Service.



BT Contract Reference:
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6. End Of Service

- **6.1 BT obligations.** In addition to its responsibilities as set out in the remainder of the Agreement; BT will at termination of the Service:
 - 6.1.1 provide configuration information relating to the Service provided in a format that BT reasonably specifies;
 - 6.1.2 following consultation with the Customer, delete any Content; and
 - 6.1.3 remove the Customer accounts and associated data from the BT Cloud Contact Platform.

6.2 Customer obligations.

In addition to its responsibilities as set out in the remainder of the Agreement; on and from the Operational Service Date, the Customer will provide BT with all reasonable assistance necessary to remove the Service.

7. Charges And Invoicing Terms

- 7.1 In accordance with the payment, charging and invoicing provisions as set out in remainder of the Agreement, BT will invoice to the Customer the Services in the amounts and currency as set out in any applicable Order.
- 7.2 Services based on Usage Charges are calculated either:
 - 7.2.1 If the 'logged in' charging method is selected by the Customer as set out in the Order, the total volume of logged in Agents during the month that exceed the Minimum Volume Commitment, multiplied by the unit Charge per Agent as set out in the Order; or
 - 7.2.2 if the 'concurrent' charging method is selected by the Customer as set out in the Order, the highest volume of Concurrent Agents logged into the BT Cloud Contact Platform at any one time during the month, multiplied by the unit Charge per Agent as set out in the Order.

7.3 Concurrent Agents and call volumes.

- 7.3.1 Allowed Capacity. BT will provide, for Customer's own use, capacity for:
 - (a) in the first Call Capacity Period, the volume of Concurrent Agents set out in the Order;
 - (b) in each subsequent Call Capacity Period:
 - the volume of Concurrent Agents set out in the Order; or
 - if a forecast is provided by the Customer for that Call Capacity Period, the volume of Concurrent Agents set out in the forecast, provided that any increase in capacity from the previous Call Capacity Period is no more than 400 Agents; and
 - (c) the value in the 'additional leeway capacity' column of the table below that corresponds with the volume of Concurrent Agents, as applicable; and

Volume of Concurrent Agents	Additional capacity
0 – 100	30
101 - 300	60
301 - 500	80
500+	100

(d) the value in the 'additional leeway capacity' column of the table below, provided that the Customer provides to BT the applicable required prior notice.

Required prior notice to BT	Additional capacity
30 days	Up to 120
60 days	120 - 200
90 days	200 - 400
By agreement	>400

- 7.3.2 If at any time during a Call Capacity Period, the volume of Concurrent Agents exceeds the Allowed Capacity, the Customer will, at the end of that Call Capacity Period, provide BT with a written forecast of the capacity of Concurrent Agents required in the following Call Capacity Period.
- 7.3.3 If the Customer does not use all of the Allowed Capacity in any Call Capacity Period, BT may reduce the Allowed Capacity in the following Call Capacity Period.
- 7.3.4 The Customer may have, per regional node, an additional 20 per cent of calls queued over and above those being simultaneously handled by the total Concurrent Agents, logged into the same node.



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- 7.3.5 For any capacity used that exceeds the Allowed Capacity, additional Charges shall apply as set out in the Order.
- 7.3.6 BT may de-register any Agent from using the Service if that Agent:
 - (a) does not log on to the BT OneDesktop within the first Call Capacity Period; or
 - (b) does not log on to the BT OneDesktop for any continuous period of six months following the first Call Capacity Period.

8. Service Levels

Only the Availability Service Level with associated Service Credits - as set out in the General Service Schedule - apply to this Service. For the BT Cloud Contact Platform, Service Level Availability Category A1 apply.

9. Data Processing

- 9.1 Applicable terms. The Parties agree that it is anticipated that BT and the Supplier may receive and the Supplier may 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. BT Cloud Contact Next Generation 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 the Customer an environment and data storage capabilities to control and manage Personal Data. With respect to the nature and purpose of the Processing of Customer 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 the 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 (call, internet or router logs);
 - identity management user profiles;
 - call recordings; and
 - potentially any category of date (where the Customer is the data Controller).
- 9.4 The Customer Personal Data will concern the following categories of Data Subjects:
 - the Customer employees;
 - the Customer customers or third parties; and
 - any Data Subject (as controlled by the Customer).
- 9.5 Above lists are not exhaustive as the Customer will specify what Customer Personal Data is Processed.