



## Smartnumbers Protect with BT Service Schedule Part A – Service Terms

Customer Legal Name ("Customer")	XXXXXXXXXXXX	BT Legal Name ("BT")	BT Global ICT Business Spain SLU
Customer's Registered Address and Registered Number	XXXXXXXXXXXX XXXXXXXXXXXX	BT's Registered Address and Registered Number	Calle María Tubau, nº 3, 6th floor, 28050 Madrid. Registered VAT number: B-88625496
"Effective Date"	XX XXXXX XXXX	BT Agreement No.	N/A

### Section A –Service Terms

#### 1. SERVICE SUMMARY

- 1.1 Smartnumbers Protect with BT is a call validation and fraud prevention solution that assesses the risk a call poses to a customer's organisation alerting them to risk. BT will provide, and maintain Smartnumbers Protect with BT as set out in any applicable Order, comprising:
- 1.1.1 the standard components of the Service set out in Part B; and
  - 1.1.2 any optional components described in Part B and set out in any applicable Order, up to the point of the Service Management Boundary ("**Service**").
- 1.2 This Part A sets out the specific terms and conditions applicable to the Service, and Part B sets out the service description and the terms relating to how BT manages the Service.
- 1.3 This Schedule will not apply for the provision of any other services provided by BT (including the Enabling Services) as such services will be governed by their separate terms and conditions.

#### 2. MAINTENANCE, CHANGES AND SUSPENSION TO THE SERVICE

- 2.1 BT may carry out Planned Maintenance on the Service from time to time. The Customer will receive notifications on Planned Maintenance work by registering for alerts from [status.smartnumbers.com](https://status.smartnumbers.com). Such notifications will be given at least seven (7) calendar days in advance.
- 2.2 BT may change the Service provided the performance and quality of the Service is not materially adversely affected. Prior to introducing any change to the Service BT shall provide the Customer with as much notice as is reasonably practicable. Such changes may include:
- 2.2.1 introducing or removing features of the Service; or
  - 2.2.2 replacing the Service with a materially equivalent Service.
- 2.3 BT may occasionally suspend the Service in an event of emergency and/or to safeguard the integrity and security of its network and/or repair or enhance the performance of its network. Where possible, BT shall inform the Customer without undue delay in advance. Where it is not possible to inform the Customer in advance of restriction or suspension of any affected Service BT shall explain as soon as is reasonably practicable afterwards why such restriction or suspension was required.

### Section B – Customer Obligations and related Additional Terms

#### 3. GENERAL CUSTOMER OBLIGATIONS

- 3.1 The Customer will:
- 3.1.1 provide BT with the names and contact details of the Customer contact;

- 3.1.2 without undue delay provide BT with any information or assistance reasonably required by BT to enable it to comply with Applicable Law and perform its obligations hereunder with respect to the Service
- 3.1.3 use the Incident reporting procedures notified to Customer by BT, and ensure that the Customer contact is available for all subsequent Incident management communications;
- 3.1.4 ensure that the protocols, applications and equipment used by Customer are compatible with the Service;
- 3.1.5 complete any preparation activities that BT may request to enable the Customer to receive the Service promptly and in accordance with any agreed timescales;
- 3.1.6 procure services that are needed to permit the Service to operate, including Enabling Services as defined in Part B, and ensure they meet the minimum technical requirements specified by BT;
- 3.1.7 where the Customer has provided its own or a third party Enabling Service, ensure and confirm to BT that the Enabling Service is working correctly before reporting Incidents to BT;
- 3.1.8 inform BT of any planned maintenance on any third party provided Enabling Service; and
- 3.1.9 provide service assurance support to BT, where reasonably requested, to progress the resolution of Incidents for any BT equipment installed on an Enabling Service that is not being provided by BT.

#### 4. PASSWORDS, AUTHORISED USERS AND SECURITY

- 4.1 The Customer is responsible for the proper use of any user names, personal identification numbers and passwords or similar used in conjunction with the BT equipment or the Service, and the Customer will take all necessary precautions to ensure that the foregoing are kept confidential, secure and not made available to unauthorised persons.
- 4.2 The Customer will distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service.
- 4.3 The Customer will promptly terminate access of any person who is no longer an authorised User.
- 4.4 The Customer will promptly inform BT if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way.
- 4.5 The Customer will change any or all passwords or other systems administration information used in connection with the Service if BT asks Customer to do so in order to help safeguard ensure the security or integrity of the Service.
- 4.6 The Customer will not allow any specific user license to be used by more than one User unless it has been reassigned in its entirety to another User.
- 4.7 Users of Smartnumbers Hub can add additional security to their account by enabling two-factor authentication.

### Section C – Acceptable Use Policy

#### 5. INTRODUCTION

- 5.1 The Customer acknowledges that it has read and agrees to be bound by and to ensure that any Users will comply with this Section C ("**Acceptable Use Policy**" or "**AUP**").

#### 6. USE OF THE SERVICE

- 6.1 The Customer will not use the Service in breach of Applicable Law or in any way that is considered to be:
  - 6.1.1 detrimental to any person or in a manner which violates or otherwise encroaches on the rights of others (including rights of privacy and free expression); and

- 6.1.2 detrimental to the provision of services to the Customer or any other BT customer.
- 6.2 The Customer will not use the Service to intentionally take, or attempt to take, any action that could:
  - 6.2.1 transfer files that are, contain or are made up of viruses, worms, Trojans, distributed denial of service, any back door or time-bomb or other harmful programmes or software designed to violate the security of BT, any other person or company; or
  - 6.2.2 prevent, block or obstruct access to any programme installed on, or data saved in, any computer or damage or harm the operation of any of these programmes or the reliability or accuracy of any of this data.
- 6.3 Unless agreed with BT first in writing:
  - 6.3.1 the Customer will only use the Services for the commercial and business purposes for which they have been designed; and
  - 6.3.2 the Customer will not modify, amend, change, reconfigure or otherwise repurpose all or any part of the Services for uses other than those pursuant to paragraph 6.3.1 above.
- 6.4 The Customer acknowledges that where the Customer opts to become a Smartnumbers Consortium member in accordance with paragraph 2.2 of Part B BT's responsibility is solely to facilitate Customer's participation in the Smartnumbers Consortium. BT will incur no liability with respect to (i) any data, including Personal Data, which the Customer shares with the Smartnumbers Consortium or (ii) any breach of the Smartnumbers Consortium terms of reference to which the customer commits.

## 7. FRAUD INVESTIGATION AND CALLER INFORMATION USAGE

- 7.1 The fraud investigation capability of the Service may be used by the Customer solely for the purpose of the investigation and prevention of fraud.
- 7.2 Caller information identified using the Service must not be used for any other purpose including, but not limited to:
  - 7.2.1 marketing campaigns; or
  - 7.2.2 the tracking of legitimate callers.
- 7.3 The Service aims to ensure the privacy of legitimate callers is protected by:
  - 7.3.1 Access control - Only pre-provisioned fraud investigators can access this capability;
  - 7.3.2 In-app warnings - Users are informed that data is provided solely for the purpose of fraud investigation;
  - 7.3.3 Audit - All access to the capability is audited and available to customers; and
  - 7.3.4 Monitoring - Usage is monitored for unusual activity by Service operations team.
- 7.4 In the event that misuse of the capability is detected by BT, the following steps will be taken:
  - 7.4.1 access to the Service will be suspended; and
  - 7.4.2 BT will require the Customer to confirm the legitimacy of the queries by providing data connecting usage to the ongoing investigations.
- 7.5 Access will be reinstated once adequate reasoning to support the usage of data has been evidenced.

## 8. USE OF MATERIALS

- 8.1 The Customer will not create, download, receive, store, send, publish, transmit, upload or otherwise distribute any material, including information, pictures, music, video or data, that is considered to be:
  - 8.1.1 harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;
  - 8.1.2 promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;



- 8.1.3** in breach of the intellectual property rights of BT or any other company or person, for example by using, distributing or copying protected or 'pirated' material without the express permission of the owner;
  - 8.1.4** in breach of the privacy or data protection rights of BT or any other person or company; or
  - 8.1.5** in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.
- 8.2** The Customer will ensure that all material and data that is derived from the machines or networks that it uses in connection with the Service is not in breach of this AUP.

## 9. SYSTEMS AND SECURITY

- 9.1** The Customer will not:
- 9.1.1** take any action that could:
    - (a)** damage, interfere with, weaken, destroy, disrupt, harm, violate, disable, overburden, overtake, compromise, hack into or otherwise adversely affect any computer system, network or the internet access of the BT Network or network of any other person or company; or
    - (b)** adversely affect or tamper with BT's security, the BT Network or any system or security network that belongs to any other person or company.
  - 9.1.2** access any computer system or network belonging to any person or company for any purpose without permission, including to probe, scan or test the security of a computer system or network or to monitor data traffic;
  - 9.1.3** connect the BT Network to machines, equipment or services that do not have adequate security protection or that are able to be used by others to carry out conduct that is not allowed by this AUP; or
  - 9.1.4** collect, take or harvest any information or data from any BT services, BT's system or network or attempt to undermine any of BT's servers or systems that run BT services.

## Section D – Compliance and Regulation

### 10. EXPORT OF CONTENT USING CLOUD SERVICES

- 10.1** The Service comprises of a cloud service that utilises software and technology that may be subject to export control laws of various countries. The Customer is solely responsible for any compliance related to the way the Customer uses the Service and the location the Service is used including access by Users to the Service and for the Customer's Content transferred or processed using the Service, including any publication of such Content.

## Section E – Charges, Subscription Term and Termination

### 11. CHARGES

- 11.1** The Customer will pay the Charges for the Service and any optional features (including upgrades and re-configuration) as specified in the Order.
- 11.2** In addition to the Charges set out in the Order, the Customer may be liable for the following additional Charges:
- 11.2.1** Charges for (de-)commissioning the Service outside of Business Hours;
  - 11.2.2** Charges for expediting provision of the Service at Customer's request after BT has informed Customer of the delivery date;



- 11.2.3 Charges for investigating Customer reported Incidents where BT finds no Incident or that the Incident is outside the Service Management Boundary;
- 11.2.4 Charges for restoring Service if the Service has been suspended by BT in accordance with the terms of the Governing Agreement; and
- 11.2.5 Charges per element re-configured after the Operational Service Date must be agreed and documented in a new Order.

**11.3 Exceeded Contract Capacity Charges.**

- 11.3.1 The Customer will be billed for a defined number of annual calls (“**Annual Committed Calls**”). Should the Customer’s usage exceed the Annual Committed Calls, BT will invoice an overage Charge in arrears (“**Exceeded Contracted Capacity Charge**”).

11.4 The Customer will be informed of its usage on a monthly basis via a service report.

11.5 The Customer may increase its Annual Committed Calls volume, at any time during the Subscription Term, such change will be reflected via a written service request.

**12. SUBSCRIPTION TERM AND TERMINATION**

12.1 The Order sets out any Subscription Term (also called “Minimum Period of Service”) applicable to the Service, as well as the Annual Committed Call volume, invoicing terms and the termination Charges that are specific to the Service.

**13. END OF SERVICE**

- 13.1 On termination of the Service, Customer will retrieve all Customer data from the Service.
- 13.2 On termination of the Service BT will, where permitted under applicable mandatory law, delete any Content, including stored logs or any configuration data relating to BT’s management of the Service.

**Section F – Service Levels and Service Credits**

**14. INTRODUCTION**

- 14.1 BT will achieve the service levels (“**Service Levels**”) applicable to the Service. If BT fails to achieve the Service Levels, the Customer may claim associated service credits (“**Service Credits**”).
- 14.2 Service Levels only apply to events occurring within the Service Management Boundary.
- 14.3 Service Credit calculations and payments will be based on Monthly Charge, unless stated to the contrary in the Order.

**15. SERVICE AVAILABILITY SERVICE LEVEL**

- 15.1 From the Operational Service Date the Service is available 24 hours a day; 7 days per week with a Monthly Availability of 99.9%.
- 15.2 Calculation of Monthly Availability is carried out on a calendar month basis using the following formula:

$$\text{Monthly Availability (\%)} = \frac{\text{Number of Minutes the Service was Available in the Calendar Month}}{\text{Number of Minutes in the Calendar Month}} \times 100$$



**15.3** With respect to the calculation of Monthly Availability and without prejudice to paragraph 16.2 the Service will be deemed unavailable in any of the following circumstances, where the outage is due to failure within the Service Management Boundary and no workaround exists:

- 15.3.1** Real time risk scores and risk markers are removed or in a sustained error state;
- 15.3.2** Smartnumbers Hub is completely inaccessible or unusable; and
- 15.3.3** API is completely inaccessible or unusable.

**15.4 Monthly Availability Service Credits.**

If the Monthly Availability falls below 99.9% in any calendar month, the Customer may claim a percentage of the Service Subscription Charge for the month in which the failure occurs as set out in the table below:

Service Metric	Service Level Availability	Percentage Service Credit applied to monthly Service Subscription Charge
Smartnumbers Protect	≥99.9% per month	0%
	<99.9% - ≥99.5% per month	5%
	<99.5% - ≥99.25% per month	10%
	Below 99.25% - ≥80% per month	15%
	Below 80% up to 0%	100%

**15.5** Where the Monthly Availability is negatively impacted by a Severity 1 incident (as further described in Section 6 -Service Management of Part B), a root cause analysis ("RCA") report will be produced and sent to the Customer within fourteen (14) Business Days of each Incident resolution.

**16. GENERAL SERVICE CREDIT EXCLUSIONS**

**16.1** Only measurements carried out by BT will be used in the calculation of Service Credits.

**16.2** Service Levels and/or downtime will be excluded:

- 16.2.1** where the acts or omissions of the Customer or any third party (excluding BT's suppliers) lead to BT not being able to provide all or part of this Service; e.g. the Customer does not provide access, delays providing access or denies permission for BT or its agents and third parties, acting on BT's behalf, to implement the Service or carry out necessary repairs to the Service;
- 16.2.2** if a third party Enabling Service is not connected or functioning, a fault on the Customer's network, the Customer's equipment (including configuration) or on any third-party software or service not provided and/or managed by BT under the terms of this Schedule;
- 16.2.3** for any faults caused by the Customer's use or management of the Service;

- 16.2.4 if BT is awaiting information from the Customer or awaiting confirmation by the Customer that the Service has been restored;
- 16.2.5 for any Qualifying Incident not reported in accordance with the incident reporting procedures notified by BT to the Customer or where Priority 1 trouble tickets are opened erroneously;
- 16.2.6 for any cause beyond BT's reasonable control as set out in the Governing Agreement or this Schedule;
- 16.2.7 during any period of Planned Maintenance, emergency Service restriction/suspension or agreed changes on the Service by BT unless the service outage time exceeds the time estimation communicated to the Customer;
- 16.2.8 during any period of maintenance by the Customer or its third party on Customer equipment, third party software or third party services not provided and/or managed by BT under the terms of this Schedule;
- 16.2.9 during any trial period of the Service; and
- 16.2.10 if the Service is suspended due to Customer's breach of its obligations under the Agreement.

### 16.3 General Service Credit Limitations

- 16.3.1 To qualify for Service Credits, and before any Service Credits can be applied, the Customer must make a claim within 25 days after the end of the month in which the Service underperformed or where a longer time period is required by local law then the shortest period that can be applied. Any failure to make a request within this time will constitute a waiver of any Service Credit in that calendar month.
- 16.3.2 Service Credits will be :
  - (a) paid by deduction from the Customer's invoice within two (2) billing cycles of a claim being received; or
  - (b) following termination of the Service where no further invoices are due to be issued by BT, paid by BT within two months of a claim being received.

## Section G – Data Protection

This section supplements the data provisions that may be set out in the Governing Agreement:

### 17. DEFINED TERMS

- 17.1 The following terms shall have the meaning given to them in the Data Protection Legislation: "**Personal Data**", "**Data Subject**", "**Process**" and "**Processing**".

### 18. DURATION OF THE PROCESSING OF PERSONAL DATA

- 18.1 BT will Process the Customer Personal Data for the Service as Processor for as long as BT provides the Service and for as long as BT may be required to Process the Customer Personal Data in accordance with applicable laws.
- 18.2 Where BT is acting as Controller, BT will Process the Personal Data in accordance with applicable Data Protection Legislation as set out in the [BT Privacy Policy](#).

### 19. THE NATURE AND PURPOSE OF THE PROCESSING OF PERSONAL DATA

- 19.1 The nature and purpose of the Processing of Customer Personal Data by BT includes:
  - 19.1.1 Name, username;
  - 19.1.2 email address;
  - 19.1.3 job title/role;
  - 19.1.4 contact number (fixed/mobile);



**19.1.5** call records - numbers called + date & time

## **20. TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS**

**20.1** The types of Customer Personal Data Processed by BT or its Sub-Processors or the Customer will be:

- 20.1.1** Name, username;
- 20.1.2** email address;
- 20.1.3** job title/role;
- 20.1.4** contact number (fixed/mobile);
- 20.1.5** call records.

**20.2** The Customer Personal Data will concern the following categories of Data Subjects:

- 20.2.1** Customer's employees, directors and contractors;
- 20.2.2** Customers of customer call signalling and call information.

## **Section H – Defined Terms and Abbreviations**

For the purposes of this Schedule defined terms and abbreviations shall have the meaning ascribed to them within the body of the Schedule or below:

“Acceptance Tests” means those objective tests conducted by the Customer that when passed confirm that the Customer has accepted the Service and that the Service is ready for use save for any minor non-conformities that will be resolved as an Incident.

“Agreement” means the Governing Agreement, this Schedule, the Order and any additional Annexes.

“Annual Committed Calls” means the number of annual calls purchased by the Customer in the Order.

“Applicable Law” means the laws as set out in the Governing Agreement as may be amended from time to time.

“Application Programming Interface” or “API” means a set of subroutine definitions, protocols, and tools for building software applications.

“BT Network” means the communications network owned or leased by BT and used to provide the Service.

“Business Day” means generally accepted working days at the locality of the Site, excluding any national or bank holidays.

“Business Hours” means between the hours of 0800 and 1700 in a business day at the locality of the specific Site.

“Content” means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.

“Calling Line Identification” or “CLI” means command-line ” means a standardised field within the SIP call setup messages protocol that is exchanged between Customer’s PBX and the Service.

“Data Protection Legislation” means any laws, regulations, and binding guidance as may be amended from time to time in relation to the protection of Personal Data and individual's privacy that apply as a result of the provision or receipt of the Service including but not limited to the GDPR.

“Enabling Services” means the services as defined in Part B – Service Description.

“Exceeded Contracted Capacity” means where the customer’s usage exceeds the amount they have committed to, they will be billed an overage charge.

“Governing Agreement” means the master terms and conditions which govern this Schedule.

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

“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.





“Monthly Availability” means the availability of the Service in a calendar month in accordance with telemetry recorded by Smartnumbers monitoring systems

“Operational Service Date” means the date upon which the Service is made operationally available to the Customer at a Site and may be called the “Service Start Date” in some Governing Agreements.

“Planned Maintenance” means scheduled maintenance that is planned in advance.

“Priority 1” means a Qualifying Incident which cannot be circumvented and which also constitutes a complete loss of the Service at the Site(s).

“Qualifying Incident” means any Incident affecting the Service within the Service Management Boundary, with the exception of Incidents caused by:

- modifications or alterations to the Service made by Customer, or by BT in accordance with Customer’s instructions;
- Planned Maintenance;
- network configurations that BT did not approve;
- incidents that have been reported but BT cannot confirm that an incident exists after performing tests; or
- Customer requests BT to test the Service at a time when no incident has been detected or reported.

“SaaS” means software-as-a-service which is a method of software delivery and licensing in which software is accessed online via a subscription, rather than bought and installed on individual computers.

“Smartnumbers Consortium” means a group of customers who have opted in to sharing telephony data relating to fraudsters, in real-time to prevent fraud for all members.

“Smartnumbers Hub” means the Customer portal from which the Service is managed.

“Smartnumbers Protect Risk Score” means the fraud risk evaluation number placed on each call.

“Service” means the Smartnumbers Protect by BT product.

“Service Care Levels” means the times to respond to or repair an Incident that BT will endeavour to achieve in response to a fault report and that are based on the Access Line.

“Session Initiation Protocol Network to Network Interface” or “SIP NNI” is how telecommunication information is passed from network to network.

“Site” means the physical Customer location to which the Service will be provided. Such Site may be Customer or third party owned.

“Sub-Processor” means a BT affiliate or BT’s supplier or subcontractor that BT engages to Process Customer Personal Data for the purposes of this Agreement.

“Subscription Term” means the term contracted for this Service as set out in the Order. In some Governing Agreements this may also be called “Minimum Period of Service”.

“Supplier” means Resilient plc.

“Users” means the Customer or their employees who have login details and usernames for the Service



In witness whereof, the Parties execute this document electronically, been effective from the date of the second signatory.

<b>Customer [Include Complete Customer name]</b>	<b>BT Global ICT Business Spain, S.L.U.</b>
Signed:	Signed:
(Authorised representative)	(Authorised representative)
(Name)	Paul Rhodes
Legal representative	Legal representative