

BT One Voice expenses – Annex to the General Services Schedule

BT Reference No. **_**** _****

1 Definitions

The following definitions apply, in addition to those in the General Terms and Conditions and the General Services Schedule of the Agreement.

“**Bulk Order**” means a single order for more than 10 Users.

“**Country**” means a country where the Service will be provided to the Customer as detailed on the Order.

“**Communication Provider**” means any licensed telecommunications provider that the Customer has a contract with for the provision of either mobile or fixed line telecommunication services.

“**SIM**” means Subscriber Information Module

“**Telecommunication Order**” means a single order for one (1) User to either provide, change or cease telecommunication service for a User, a Site or a change to a cost centre or change a User name.

“**MACD File**” means a file containing details of any moves, adds, changes or deletes for a Customer’s telecommunication service.

“**MIS**” means Management Information System.

2 Service Description

BT One Voice expenses (“the Service”) provides co-ordination and management of the Customer’s telecommunications contracts with its Communication Providers for mobile and fixed line services.

Access to the BT One Voice expenses portal (the “Portal”) will be provided to the Customer and its employees. The Portal provides access to billing and inventory information, ordering catalogues and workflows as further detailed in this Annex. The Customer can determine which tools and information an individual User can access.

The standard language for the Service is English. The Portal can also be ordered in additional languages, which must be selected from those languages set out in the Order at the time the Order is placed.

Where the Service is for either mobile telecommunication services only or fixed line telecommunication services only, the Service will support a maximum of three Communication Providers per country. Where the Service is for both mobile telecommunication services and fixed line telecommunication services, the Service will support a total of six Communication Providers per country. Support for additional Communication Providers is available at an additional Charge to the Customer, The Customer should specify this requirement on the Order form at time of ordering.

2.1 Service Options

The Service options can be ordered for those Countries where the Customer’s Communication Provider provides BT with a detailed electronic invoice and electronic call data. The Customer may order some or all of the Service option. The reporting service option is mandatory.

The Service options include the following features (which are described more fully in Clause 2.2) within the Charges:

2.1.1 Reporting

- (a) Invoice Processing
- (b) Inventory Management
- (c) Management Information

2.1.2 Ordering

- (a) Telecommunication Procurement Policies
- (b) Catalogue Management
- (c) Telecommunication Order Administration

BT One Voice expenses – Annex to the General Services Schedule

BT Reference No. **_**** _****

(d) BT Service Desk

2.1.3 Revenue Assurance

- (a) Contract compliance
- (b) Cost Saving Analysis
- (c) Rate Plan Optimisation

The following additional features can be ordered. Additional Charges will apply:

2.1.4 Invoice reconciliation

2.1.5 Contract Management

- (a) Telecommunication policy development
- (b) Benchmarking

2.1.6 Migration Management

2.1.7 Extended Hours for BT Service Desk

2.1.8 Additional Languages for BT One Voice expenses Portal

2.1.9 Additional Languages for BT Service Desk

2.1.10 Managed Sourcing

2.1.11 Professional Services

- (a) Health Check
- (b) Audit
- (c) Optimise
- (d) Professional Services Engagement

2.2 Service Features

2.2.1 Reporting

2.2.1.1 Invoice Processing

BT will upload invoices from the Customer's Communication Provider and perform validation checks against agreed Customer thresholds. Validated invoices will be incorporated into a file and sent to the Customer to be uploaded into the Customer's general ledger or accounting systems. Once validated, BT will inform the Customer that the invoice should be paid.

2.2.1.2 Inventory Management

Inventory information is available via the Portal and the Customer can view its inventory and perform filtering and sorting for updates.

BT will create an initial inventory using Customer provided information and based on the hierarchy specified by the Customer. BT will provide a template to enable the Customer to build a regular data feed (typically from the Customer's human resources ("HR") application). Additional Charges will apply if the Customer wants full integration of the Portal with its HR application. The inventory will be regularly validated against information received directly from Communication Providers. BT will inform the Customer of any inaccuracies identified on the inventory for investigation and resolution.

Where ordering is not provided as part of the service, the Customer will provide BT with a MACD File in order to maintain an accurate inventory.

BT One Voice expenses – Annex to the General Services Schedule

BT Reference No. **_**** _****

2.2.1.3 Management Information

Standard reports can be viewed on or exported from the Portal. The customer handbook details the available reports. BT provides the Customer with a single licence for the custom reporting tool, additional chargeable licences will be provided, as detailed in the Order.

The feature also allows the Customer to notify Users and line managers via email that the latest spend reports are available to view.

2.2.2 Ordering

The Customer may place a Telecommunication Order for services that are in scope of the existing Communication Provider contract via the Portal. If the Portal cannot be accessed the Customer may place a Telecommunication Order by calling the BT Service Desk during Business Hours or as otherwise specified in the Order..

2.2.2.1 Telecommunication Procurement Policies

The Customer's telecommunication procurement policies will be incorporated in the Portal and enforced for Telecommunication Orders. The Portal will not be integrated into any existing Customer order portal.

2.2.2.2 Catalogue Management

The Customer will work with BT to develop an online catalogue ("the Catalogue") that can be accessed via the Portal which shows:

- (a) the available Communication Providers equipment, accessories and available rate plans; and
- (b) the approval process for Users wanting to order telecommunication services.

The Customer and/or Users, depending on who the Customer authorises, can access the Portal to place Telecommunication Orders for items listed in the Catalogue.

2.2.2.3 Telecommunication Order Administration

Allows authorisation, management and status check for all Telecommunication Orders progressed through the BT order process.

2.2.2.4 BT Service Desk

BT will provide the Customer with contact numbers, which will be the Customer's contact points for placing orders, terminations, requesting escalation for issues with the service and making general enquiries about the service (the "BT Service Desk"). The standard BT Service Desk support language is English. Interpreter services for additional languages are available at additional charge and where required will be specified on the Order.

During times when the Portal cannot be accessed, the Customer Administrator and/or Users may call the BT Service Desk to place Telecommunication Orders or raise Telecommunication Order related queries.

BT and the Customer will agree, and specify in the Order who can contact the BT Service Desk, the support levels, hours of service options and Charges for the BT Service Desk.

Telecommunication Orders processed through the Portal and the BT Service Desk will automatically update the Customer inventory.

2.2.3 Revenue Assurance

BT will perform a full invoice audit each quarter. The audit process will complete revenue assurance activities to identify any billing issues, general invoice checks, customer data record checks and compliance against the Communication Provider contract.

BT One Voice expenses – Annex to the General Services Schedule

BT Reference No. **_**** _****

BT will act on behalf of the Customer to track and resolve any errors identified by directly contacting Communication Providers or suppliers, where appropriate. All claims will be captured on the Portal for tracking through to resolution and closure.

BT will provide the Customer with cost saving analysis reports to demonstrate any savings that have been achieved. In addition BT will perform rate plan optimisation and provide notification when benchmarking is due, if permitted by the Communication Provider contract(s).

2.2.3.1 Contract Compliance

Customer Communication Provider invoices will be verified by BT to ensure that agreed rates and any applicable discounts from Communication Provider(s) are properly applied.

2.2.3.2 Cost Saving Analysis

BT will provide the Customer with usage and behaviour reports, detailing recommendations to reduce their overall telecommunication spend.

2.2.3.3 Rate Plan Optimisation

Where pooled rate plans apply, BT will perform an initial rate plan optimisation within three Months of the Operational Service Date. BT will analyse use and cost of each telecommunication service to identify possible savings and will provide specific recommendations to the Customer. BT will manage agreed changes through to completion with the Communication Providers. The Customer's inventory will be updated when the changes are complete.

BT will conduct rate plan optimisation each quarter if electronic invoices are available from the Communication Provider

2.4 Additional Options

The following options can be ordered. All are subject to additional Charges which will be specified on the applicable Order.

2.4.1 Invoice Reconciliation

Where inclusive pool tariffs exist, invoice reconciliation can be completed and standard reports produced to show cost allocation across Users, according to their usage profile.

2.4.2 Contract Management

As detailed on the Order, BT will perform the following Contract Management activities to identify opportunities to deliver long term telecommunication service savings for the Customer.

2.4.2.1 Telecommunication Policy Development

In order to maximise the cost benefits associated with telecommunication policies, BT will provide guidance and examples of best practices for telecommunication policies, based on usage and behaviour, and will assist the Customer with the development of its own policy. The Charges will depend on the size and complexity of the work.

2.4.2.2 Benchmarking

If the Customer's contract(s) with a Communication Provider includes a benchmarking clause, BT will, at the times stated in the Communication Provider contract, compare the Customer's profile and its tariff against other available tariffs, and make recommendations for any changes. If the Customer wants to make changes, BT will provide the Customer with information to enable the Customer to negotiate tariff improvements with the Communication Provider. BT will apply any changes agreed between the Customer and its Communication Provider.

2.4.3 Migration Management

BT One Voice expenses – Annex to the General Services Schedule

BT Reference No. **_**** _****

If users require migration from one rate plan to another; from one type of contract to another or from one Communication Provider to another, BT can provide management of the relevant migration project.

2.4.4 Managed Sourcing

BT will assist the Customer in identifying the most cost effective telecommunication service offers. This feature creates a usage and cost baseline which is then used to model telecommunication service offers. Analysis will be performed to model up to three competitive offers (and one further revision) to produce a report showing which offer gives the Customer the most savings. Analysis will include telecommunication service billing intervals, per minute rate, fixed fees, and call set-up charges.

2.4.5 Professional Services

The Customer can choose from four professional service options:

2.4.5.1 Health Check

BT will identify high cost areas within the Customer's telecommunications estate and provide recommendations for reducing cost. BT will produce a "health check" report identifying areas of potential savings.

2.4.5.2 Audit

BT will provide information to assist the Customer to control its telecommunications costs by analysing usage data against current tariffs to identify billing errors and discrepancies.

2.4.5.3 Optimise

BT will carry out voice and data optimisation analysis on the Customer's current services to provide optimisation recommendations to assist the Customer in cost savings.

2.4.5.4 Professional Services Engagement

BT will provide the Customer with general support including guidance and advice on policies for device and usage management.

3 BT Service Management Boundary (SMB)

- 3.1 Any SIM cards and handsets owned by individual Customer employees will be outside the scope of the Service.
- 3.2 All faults or issues associated with airtime and telephony handsets, endpoints and termination devices are not part of the Service. The Customer should raise all such faults or issues directly with its Communication Provider.
- 3.3 Failures by a Communication Provider to achieve any service levels or other commitments in its contracts with the Customer are the sole responsibility of the Customer to resolve with the Communication Provider.

4 Service Delivery

The time-scales and Country order for implementation will be set out in a detailed project plan that BT and the Customer will agree following contract signature. The project plan will include any dependencies on the Customer, such as provision of inventory details, and any 3rd party suppliers or Communication Provider, such as billing frequency, which may affect timescales.

BT will notify the Customer when all the activities set out in the project plan, including providing training on the Service to the Customer's nominated representatives to be agreed in writing between the Parties

BT One Voice expenses – Annex to the General Services Schedule

BT Reference No. **_**** _****

(“Train the Trainer Training”), have been completed for a Country, which will be the Operational Service Date for that Country. MIS reports will commence from the Operational Service Date for each Country.

4.1 Due Diligence

BT will perform a due diligence exercise to establish the ‘as is’ position with the Customer’s existing Communication Provider contracts for each Country. The Parties must raise any issues or concerns that may affect the due diligence exercise in any Country during the first four (4) weeks allocated to that Country. At the end of the four (4) week period BT and the Customer will agree a target date for completion of due diligence, if not already complete, and a target date for implementation to be complete.

4.2 Price Review

4.2.1 On completion of each Country due diligence exercise, BT and the Customer will review the results.

4.2.1.1 If the results differ by more than +/- ten (10)% from the original information supplied by the Customer, the Charges for the Service will be reviewed and the Customer will be charged based on the revised number of Users or monthly spend tier that the Customer’s spend under management falls under, as set out on the Order. The Customer’s Charges will take effect on the Operational Service Date for that Country and may vary from month to month, depending on the number of Users or the monthly spend tier that the Customer’s spend under management falls under.

4.2.1.2 If the results indicate that all the information required to provide the Service ordered is not available, then the Service options and Charges for the identified Communication Provider/Country will be reviewed and the Customer will be charged based on the revised number of Users or monthly spend tier that the Customer’s spend under management falls under, as set out on the Order. The Customer’s Charges will take effect on the Operational Service Date for that Communication Provider/Country and may vary from month to month, depending on the number of Users or the monthly spend tier that the Customer’s spend under management falls under.

4.2.2 When the due diligence exercise is complete for all Countries, BT will review the overall monthly Charges for the Service. If there is any difference from the overall Charges originally set because of changes made for individual Countries, then the Customer will be charged in accordance with the revised number of Users or monthly spend tier that the Customer’s spend under management falls under, as set out on the Order.

5 BT Responsibilities

BT will

- 5.1 provide a programme manager responsible for co-ordination and managing due diligence and implementation of the Service subject to paragraph 6.13 (a) below;
- 5.2 put in place processes with the Customer’s Communication Providers for placing Customer Telecommunication Orders and receiving copies of the Customer’s monthly invoice and call data;
- 5.3 populate the Customer inventory using information available from the Communication Provider invoice and information provided by the Customer;
- 5.4 provide accounts and passwords for accessing the Portal;
- 5.5 provide a customer handbook, or an addition to an existing handbook, as a guide for the Customer to the Service provided and managed by BT; and
- 5.6 deliver Train the Trainer Training for the Service to the Customer.

6 The Customer’s Responsibilities

The Customer will:

BT One Voice expenses – Annex to the General Services Schedule

BT Reference No. **_**** _****

- 6.1 appoint a project manager who will be the single point of contact both during the implementation process and for the duration of the Service in accordance with the General Service Schedule.
- 6.2 maintain an accurate set of Customer employee data, including hierarchy, email addresses and management reporting relationships.
- 6.3 provide contact details of the nominated representatives for each Country, who will provide its User 1st line helpdesk.
- 6.4 ensure that nominated representatives complete Train the Trainer Training, as agreed with BT, and train Users to use the Portal.
- 6.5 complete any authorisation activities required by the Customer's telecommunication policy for Telecommunication Orders. All Telecommunication Orders will be shipped to the locations designated by the Customer subject to prior agreement with the Customer's Communication Providers.
- 6.6 provide a location listing for all locations Users are based, including full address, site reference (if it exists), site contact name and contact details.
- 6.7 inform BT if items should be removed from the Catalogue, and test and/or approve new items before BT includes them in the Catalogue.
- 6.8 provide and maintain an accurate inventory, including details of SIM cards and handsets owned by the Customer for each User, until the Operational Service Date.
- 6.9 provide its existing telecommunication services policies, or if none exists, complete BT's telecommunication policy template.
- 6.10 Provide the organisational structure and hierarchy.
- 6.11 provide an automated HR feed using the BT provided feed template.
- 6.12 provide a copy of its fiscal calendar, for use in determining accrual report posting.
- 6.13 for each Communication Provider, provide
 - (a) a copy of a letter of authority signed by the Customer and Communication Provider, agreeing to provide BT with monthly invoices for the Customer's communication services from the Communication Provider. The letter of authority will use BT's template, and be on company headed paper sent to the Communication Provider. BT cannot start due diligence in a Country until each letter is received for that Country.
 - (b) a copy of its contract and rate card with the Communication Provider;
 - (c) a list of all telecommunication service account numbers and any associated hierarchy;
 - (d) any passwords that may be required by the Communication Provider;
 - (e) copies of the three (3) most recent invoices, including passwords for CD invoices, url, username and password for web based invoices;
 - (f) contact details including name, email address and contact number; and
 - (g) notification of any changes to its Communication Provider contracts.
- 6.14 provide all corporate names used e.g. recent acquisitions and all Corporate Tax Ids.
- 6.15 provide a copy of its Company logo, not to exceed 250 pixels wide, for the 'Portal'.
- 6.16 provide regular MACD File where ordering is not included in the service.
- 6.17 raise faults and issues with Communication Provider services directly with the appropriate Communication Provider.

7 Charges and Payment Terms

BT One Voice expenses – Annex to the General Services Schedule

BT Reference No. **_**** _****

The Charges for the Service will comprise some or all of the following components, depending on the option(s) selected on the Order:

Pricing Component	One-time Charge	Recurring Charge	Notes
Reporting	Implementation	Monthly	per User or spend under management on the reporting service option
Ordering	Implementation	Monthly	per User or spend under management on the ordering service option
Revenue Assurance	Implementation	Monthly	per User or spend under management on the revenue assurance service option
BT Service Desk Extended Hours (Ordering)		Monthly	per User or spend under management with extended hours support, This will be added to reporting Service option charge
Additional languages for BT One Voice expenses Portal	Implementation	Monthly	Development of portal pages for non-standard languages per User or spend under management with extended language support This will be added to the reporting service option charge
Additional languages for BT Service Desk	Implementation	Monthly	Interpreter services for BT Service Desk for non-standard languages per User or spend under management with extended language support This will be added to the reporting service option charge
Managed Sourcing	Implementation		For each new requirement
Professional Services	Implementation and where Telecommunication Orders are exceeded as set out at paragraphs 7.7 and 7.8 below		For each new requirement
BT One Voice expenses Excess Orders	Per Telecommunication Order		For each Order in excess of 10% of all Orders placed via the BT Service Desk or in excess of 6% of the number of Users specified in the Order in any Month.

7.1 Charges will be paid in accordance with the General Terms and Conditions and the General Service Schedule.

7.2 The monthly recurring Charges for the Service are as detailed on the Order. Charges will be dependent on the number of Users or as a percentage of the spend under management or as a

BT One Voice expenses – Annex to the General Services Schedule

BT Reference No. **_**** _****

fixed price dependent on the spend under management as agreed between BT and the Customer, for each Service option.

- 7.3 If the Customer wishes the Programme Manager to travel outside their home country to a Site during implementation, then the Customer will pay the Charges for reasonable, pre-approved travel costs and expenses.
- 7.4 Where applicable, the Charges for the Service are based on a minimum commitment as stated on the Order. If the number of Users or spend under management varies, the Charges applicable to the Customer will change to reflect either the change in the number of Users, or the change in the relevant monthly spend tier that the Customer's spend under management falls within, as set out in the Order.
- 7.5 Bulk Order requirements will be handled under change control and charged separately, outside the monthly Telecommunication Order volumes.
- 7.6 If the Customer requires amendments or additions to any of its existing service other than the Telecommunication Orders, such amendments or additions will be handled via change control.
- 7.7 The Charges for the Service are based on the Customer placing Telecommunication Orders for the equivalent of no more than six (6) % of Users specified in the Order or as subsequently amended. The Customer will be charged a professional services charge, as set out in the Order, for any Month in which the number of Telecommunication Orders exceeds this. Order volumes cannot be carried forward from one Month to the next.
- 7.8 At least ninety (90) % of all Telecommunication Orders must be placed via the Portal. The Customer will be charged a professional services charge, as set out in the Order for any Month in which Telecommunication Orders above ten (10) % of total Telecommunication Orders are placed via the BT Service Desk. Any Telecommunication Order placed via the BT Service Desk when the Portal is unavailable, will be counted as a Portal order. BT Service Desk Order volumes cannot be carried forward from one Month to the next.

8 Service Levels

The Service Levels as set out in the General Service Schedule will not apply and there are no service levels provided with the Service. BT will use reasonable endeavours to provide the Service by the date(s) agreed with the Customer, but all dates are estimates and BT has no liability for any failure to meet any agreed date.

9 Customer Data

Any Customer data captured by BT in the delivery of the Service will remain the Customer's data and BT will only process this data to the extent necessary to deliver the Service in accordance with the relevant Customer Data provisions of the General Terms and Conditions.

The Customer will:

- 9.1 as the data controller, provide its instructions to BT (and its agents) on the processing of the data in accordance with the relevant Customer Data provisions of the General Terms and Conditions.
- 9.2 inform its employees that their personal data will be held and processed by a third party located in the European Union, (BT or its agent) and that this will be subject to respective data protection agreement(s) between BT and this third party located in the European Union;
- 9.3 be responsible for complying with any data protection agreements with its Communication Providers;
- 9.4 where required by law or regulation, before the Customer or Communication Provider shares any User personal data (including, but not limited to, the User's name, the User's telephone number in respect of the telecommunication service and the User's address of employment) with BT (and its agents), obtain written confirmation from all Users or alternatively (where applicable according to local law) agree in

BT One Voice expenses – Annex to the General Services Schedule

BT Reference No. **_**** _****

writing with its local works council(s) or union(s), that the Customer's personal data may be shared with BT (and its agents).

10 Employee Data

If the Customer receives any requests from its employees for data held about them under relevant Data Protection legislation e.g. data subject access requests, and if BT is expected to contribute data, this will be done on request and to agreed timescales. BT reserves the right to charge for this and such charges will be agreed by the Parties in advance and in writing.