



Cloud Contact Microsoft Schedule to the General Terms

Contents

Anote on 'you'	2
Words defined in the General Terms	2
Part A – The Cloud Contact Microsoft Service	2
1 Service Summary	2
2 Service Options	2
3 Service Management Boundary	2
4 Associated Services	3
5 Specific Terms	3
6 Service Amendment	5
Part B – Service Delivery and Management	6
7 BT's Obligations	6
8 Your Obligations	6
9 Notification of Incidents	7
Part C – Service Levels	8
10 On Time Delivery	8
11 Service Availability	8
12 Requests for Service Credits	8
Part D – Defined Terms	9
13 Defined Terms	9
APPENDIX 1 – SUPPLIER SOFTWARE SUB-LICENCE TERMS	12
1 Your Obligations	12
2 BT's obligations	13



A note on 'you'

'You' and 'your' mean the Customer.

Words defined in the General Terms

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms.

Part A – The Cloud Contact Microsoft Service

1 Service Summary

BT will provide you with a cloud-based portfolio service that uses your existing platforms to deliver and coordinate a range of services, comprising any of the Service Options as set out in any applicable Order up to the point of the Service Management Boundary as set out in Paragraph 3 (the "**Cloud Contact Microsoft Service**").

2 Service Options

BT will provide you 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:

2.1 Contact Solution

BT will provide you with:

- 2.1.1 a Multi-Channel Contact Solution that allows you to use a variety of contact channels (contact channels such as chat, voice, video, social media, email, text message and screen sharing) when dealing with your clients; and
- 2.1.2 wallboards that display real time information and 180 days historical reporting on data such as call handling, drop calls, call locations and peak days.

2.2 Team Manager

BT will provide you with the capability to:

- 2.2.1 aggregate your contacts across media channels (such as voice, video and text messages) in Skype for Business;
- 2.2.2 organise the aggregated contacts into lists of teams that will allow Users to contact and manage the whole team at the same time; and
- 2.2.3 create and share workflows with the lists of teams.

2.3 Presence Assistant

BT will provide you with the capability to:

- 2.3.1 change your online status on Skype for Business so that you may be seen as present or not present (i.e. a "**do not disturb**" status) in Skype for Business contact centre;
- 2.3.2 allow Users to use the Break Through Feature; and
- 2.3.3 remotely configure this Service Option on your Users' devices.

2.4 RTC Launcher

BT will provide you with a web application that will allow callers to contact you using a web interface such as Web RTC.

2.5 Switchboard

BT will provide you with a completely in Skype for Business integrated application that you will be able to use to switch or transfer calls between your contact channels and integrate your calendar and email call back requests without linking additional email programmes.

2.6 Service Options may not be available in all countries.

3 Service Management Boundary

3.1 BT will provide and manage the Cloud Contact Microsoft Service as set out in Parts B and C of this Schedule and as set out in any applicable Order up to the network connection you have selected or if your Cloud Contact Microsoft Service is hosted, the gateway to the Internet. ("**Service Management Boundary**").

3.2 BT will have no responsibility for the Cloud Contact Microsoft Service outside the Service Management Boundary.

3.3 BT does not make any representations, whether express or implied, about whether the Cloud Contact Microsoft Service will operate in combination with any Customer Equipment or other equipment and software.



4 Associated Services

- 4.1 You will have the following services in place that will connect to the Cloud Contact Microsoft Service and are necessary for the Cloud Contact Microsoft Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
 - 4.1.1 Skype for Business application installed with the appropriate number of licences purchased;
 - 4.1.2 Microsoft SQL and SSL; and
 - 4.1.3 Internet and network connection (each an “**Enabling Service**”).
- 4.2 You may purchase the Skype for Business application from BT as part of the BT One Cloud Microsoft Service or you may use an alternative service that supports the Skype for Business platform provided it is built and managed to Microsoft guidelines.
- 4.3 If BT provides you with any services other than the Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.

5 Specific Terms

5.1 Minimum Period of Service and Renewal Periods

- 5.1.1 Unless one of us gives Notice to the other of an intention to terminate the Cloud Contact Microsoft Service at least 90 days before the end of the Minimum Period of Service or a Renewal Period, at the end of the Minimum Period of Service or any Renewal Period, the Cloud Contact Microsoft Service will automatically extend for the Renewal Period and both of us will continue to perform each of our obligations in accordance with the Contract.
- 5.1.2 If either of us gives a Notice to the other of an intention to terminate the Cloud Contact Microsoft Service, BT will cease delivering the Cloud Contact Microsoft Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.

5.2 Customer Committed Date

- 5.2.1 If you request a change to the Cloud Contact Microsoft Service or any part of the Cloud Contact Microsoft Service, including any IP Address location, then BT may revise the Customer Committed Date to accommodate that change.
- 5.2.2 BT may expedite delivery of the Cloud Contact Microsoft Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

5.3 Access to Emergency Services

BT will not provide the ability for Users to call the emergency services by dialling “999” or “112” and you are responsible for making alternative arrangements for Users, including the maintenance of a fixed telephone number.

5.4 Licence

BT will grant you a sub-licence for the Supplier Software for the sole purpose of using the Cloud Contact Microsoft Service in accordance with the terms set out in Appendix 1.

5.5 IP Addresses

- 5.5.1 Except for IP Addresses expressly registered in your name, all IP Addresses made available with the Cloud Contact Microsoft Service will at all times remain BT’s property or the property of BT’s suppliers and are non-transferable.
- 5.5.2 All of your rights to use IP Addresses will cease on termination or expiration of the Cloud Contact Microsoft Service.

5.6 Provider Independent Resources

Where you receive Provider Independent Resources (PIR) with the Cloud Contact Microsoft Service:

- 5.6.1 you will respond to any information requests from BT in order for BT to keep registration records up-to-date;
- 5.6.2 you will ensure that up-to-date registration data is provided to BT and you agree that some or all of this registration data is published in the RIPE WHOIS database;
- 5.6.3 you will not assign any of the PIR to a third party;
- 5.6.4 you will pay any registration fees to BT that apply for the PIR;
- 5.6.5 if you cannot be contacted or you do not pay any applicable registration fees to BT, the PIR will return by default to RIPE;
- 5.6.6 your use of PIR is subject to the RIPE Policies; and



5.6.7 if you do not follow any of the relevant RIPE Policies the PIR will return to RIPE and BT may terminate the Contract in accordance with Clause 18 of the General Terms.

5.7 Invoicing

5.7.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges in the amounts set out in any applicable Order:

- (a) Installation Charges, on the Service Start Date, or where the installation period is estimated to be longer than one month, monthly in arrears starting from when you place an Order until the Service Start Date;
- (b) Recurring Charges, except Usage Charges, monthly in advance on the first day of the relevant month and for any period where the Cloud Contact Microsoft Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
- (c) Usage Charges, monthly in arrears on the first day of the relevant month, calculated at the then current rates;
- (d) De-installation Charges within 60 days of de-installation of the Cloud Contact Microsoft Service; and
- (e) any Termination Charges incurred in accordance with Paragraph 5.9 upon termination of the relevant Service.

5.7.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:

- (a) Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
- (b) Charges for commissioning the Cloud Contact Microsoft Service in accordance with Paragraph 7.2 outside of Business Hours;
- (c) Charges for expediting provision of the Cloud Contact Microsoft Service at your request after BT has informed you of the Customer Committed Date; and
- (d) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

5.8 Cancellation Charges

For the purposes of Clause 16 of the General Terms, if you cancel an Order, or part of it, any time before the Service Start Date you will have to pay BT the following Cancellation Charges as set out below:

5.8.1 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:

- (a) the purchase or lease of the hardware, software and any licenses that will host the Cloud Contact Microsoft Service;
- (b) 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 Cloud Contact Microsoft Service;
- (c) the cost of deploying the platform and the software that will host the Cloud Contact Microsoft Service; and
- (d) the cost of configuring the platform; and

5.8.2 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:

- (a) integration and configuration tasks beyond the standard Cloud Contact Microsoft Service offering, including the engagement of suppliers;
- (b) the development of any new additional service options, extras, components or integrations to the Cloud Contact Microsoft Service that you have requested or ordered; and
- (c) any custom configuration that you requested as set out in an applicable Order.

5.9 Termination Charges at the End of the Contract

5.9.1 If you terminate the Contract, the Cloud Contact Microsoft Service or any applicable Order for convenience in accordance with Clause 17 of the General Terms, you will pay BT:

- (a) all outstanding Charges for service rendered;
- (b) De-installation Charges;
- (c) any additional amounts due under the Contract;
- (d) any other Charges as set out in any applicable Order; and
- (e) any charges reasonably incurred by BT from a supplier as a result of the early termination.

5.9.2 In addition to the Charges set out at Paragraph 5.9.1 above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT:



- (a) for any parts of the Cloud Contact Microsoft Service that were terminated during the first 12 months of the Minimum Period of Service, Termination Charges, as compensation, equal to:
 - (i) 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service;
 - (ii) 20 per cent of the Recurring Charges for the remaining months, other than the first 12 months of the Minimum Period of Service; and
 - (iii) Any waived Installation Charges;
- (b) for any parts of the Cloud Contact Microsoft Service that were terminated after the first 12 months of the Minimum Period of Service or during a Renewal Period, Termination Charges, as compensation, equal to 20 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or Renewal Period.

5.9.3 BT will refund to you any money you have paid in advance after deducting any Charges or other payments due to BT under the Contract.

6 Service Amendment

- 6.1 You may request, by giving BT Notice, a change to:
 - 6.1.1 an Order for the Cloud Contact Microsoft Service (or part of an Order) at any time before the applicable Service Start Date; or
 - 6.1.2 the Cloud Contact Microsoft Service at any time after the Service Start Date.
- 6.2 If you exercise your right in accordance with Paragraph 6.1, and except where a change results from BT's failure to comply with BT's obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate, including:
 - 6.2.1 the likely time required to deliver the changed Cloud Contact Microsoft Service; and
 - 6.2.2 any changes to the Charges due to the changed Cloud Contact Microsoft Service.
- 6.3 BT has no obligation to proceed with any change that you request in accordance with Paragraph 6.1, unless and the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change are agreed between both of us in writing.
- 6.4 If BT changes a Cloud Contact Microsoft Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, acting reasonably, apply additional Charges.



Part B – Service Delivery and Management

7 BT's Obligations

7.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Cloud Contact Microsoft Service, BT will:

- 7.1.1 provide you with contact details for the Service Desk; and
- 7.1.2 provide you with a Customer Committed Date and will use reasonable endeavours to meet any Customer Committed Date.

7.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 7.2.1 configure the Cloud Contact Microsoft Service;
- 7.2.2 conduct a series of standard tests on the Cloud Contact Microsoft Service to ensure that it is configured correctly;
- 7.2.3 connect the Cloud Contact Microsoft Service to the Enabling Services; and
- 7.2.4 on the date that BT has completed the activities in this Paragraph 7.2, confirm to you the Service Start Date.

7.3 During Operation

On and from the Service Start Date, BT:

- 7.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay;
- 7.3.2 may carry out Maintenance from time to time and will use reasonable endeavours to inform you:
 - (a) at least five Business Days before any Planned Maintenance on the BT Network, however, BT may inform you with less notice than normal where Maintenance is required in an emergency; or
 - (b) without undue delay for scheduled Maintenance by the relevant supplier; and
- 7.3.3 may, in the event of a security breach affecting the Cloud Contact Microsoft Service, require you to change any or all of your passwords;

7.4 The End of the Service

On termination of the Service by either one of us, BT:

- 7.4.1 will provide configuration information relating to the Cloud Contact Microsoft Service provided at the Site(s) in a format that BT reasonably specifies; and
- 7.4.2 may delete any Content.

8 Your Obligations

8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Cloud Contact Microsoft Service, you will:

- 8.1.1 provide BT with the names and contact details of the Customer Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 8.1.2 provide BT with any information reasonably required without undue delay;
- 8.1.3 complete any preparation activities that BT may request to enable you to receive the Cloud Contact Microsoft Service promptly and in accordance with any reasonable timescales;
- 8.1.4 in jurisdictions where an employer is legally required to make such disclosure to its Users and other employees:
 - (a) inform your Users and other employees that as part of the Cloud Contact Microsoft Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
 - (b) ensure that your Users and other employees have consented or will be deemed to have consented to such monitoring and reporting (if such consent is legally required); and
 - (c) agree that BT will not be liable for any failure by you to comply with this Paragraph 8.1.4, you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph 8.1.4;
- 8.1.5 ensure that the LAN protocols and applications you use will be compatible with the Cloud Contact Microsoft Service; and
- 8.1.6 provision a VPN into your environment to allow the Cloud Contact Microsoft Service to be configured.



8.2 During Operation

On and from the Service Start Date, you will:

- 8.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 8.2.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and will be available for all subsequent Incident management communications;
- 8.2.3 monitor and maintain any Customer Equipment connected to the Cloud Contact Microsoft Service or used in connection with a Cloud Contact Microsoft Service;
- 8.2.4 ensure that any Customer Equipment that is connected to the Cloud Contact Microsoft Service or that you use, directly or indirectly, in relation to the Cloud Contact Microsoft Service is:
 - (a) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means;
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the Cloud Contact Microsoft Service and will not harm or damage the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (d) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;
- 8.2.5 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 8.2.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Cloud Contact Microsoft Service;
- 8.2.7 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Cloud Contact Microsoft Service and:
 - (a) immediately terminate access for any person who is no longer a User;
 - (b) inform BT immediately 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;
 - (c) take all reasonable steps to prevent unauthorised access to the Cloud Contact Microsoft Service;
 - (d) satisfy BT's security checks if a password is lost or forgotten; and
 - (e) change any or all passwords or other systems administration information used in connection with the Cloud Contact Microsoft if BT requests you to do so in order to ensure the security or integrity of the Cloud Contact Microsoft Service.

9 Notification of Incidents

Where you become aware of an Incident:

- 9.1 the Customer Contact will report it to the Service Desk;
- 9.2 BT will give you a Ticket;
- 9.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
 - 9.3.1 you confirm that the Incident is cleared within 24 hours after being informed; or
 - 9.3.2 BT has attempted unsuccessfully to contact you, in the way agreed between both of us, in relation to the Incident and you have not responded within 24 hours following BT's attempt to contact you.
- 9.4 If you confirm that the Incident is not cleared within 24 hours following being informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.



Part C – Service Levels

10 On Time Delivery

10.1 On Time Delivery Service Level

BT will deliver the Cloud Contact Microsoft Service on or before the Customer Committed Date ("On Time Delivery Service Level").

10.2 On Time Delivery Service Credits

If BT does not meet the On Time Delivery Service Level, you may claim On Time Delivery Service Credits if you have reported the Qualifying Incident in accordance with Paragraph 9, for each day after the Customer Committed Date until the Service Start Date as set out in this Paragraph 10.2 up to a maximum amount equal to 100 per cent of the monthly Recurring Charges for the affected Site or Circuit.

10.3 Exception

The On-Time Delivery Service Level does not apply to upgrades or changes to the Cloud Contact Microsoft Service, unless these require the installation of new components and have an agreed delivery date, in which case the Customer Committed Date will be that agreed delivery date.

11 Service Availability

11.1 Availability Service Level

From the Service Start Date, BT will provide the Cloud Contact Microsoft Service with a target availability as set out in the table below ("Availability Service Level"):

SLA Category	Availability Annual Target	Maximum Annual Availability Downtime	Maximum Monthly Availability Downtime	Service Credit Interval
Cat A1	≥ 99.97%	3 hours	0 minutes	1 hour

11.2 Availability Service Credits

- 11.2.1 If a Severity Level 1 Incident occurs, BT will measure the Availability Downtime for the Site(s) or Circuit starting from when you report a Qualifying Incident and ending when BT closes the Incident in accordance with Paragraph 9.3.
- 11.2.2 BT will then calculate the cumulative Availability Downtime for the calendar months in which the Severity Level 1 Incident occurred ("Cumulative Monthly Availability Downtime").
- 11.2.3 If the Cumulative Monthly Availability Downtime of the Cloud Contact Microsoft Service exceeds the Maximum Monthly Availability Downtime, you may request Availability Service Credits for each Service Credit Interval of 4 per cent of the Monthly Recurring Charges.

12 Requests for Service Credits

- 12.1 You may request applicable Service Credits within 28 days of the end of the calendar month in which a Qualifying Incident occurred by providing details of the reason for the claim. Any failure by you to submit a request in accordance with this Paragraph 12.1 will constitute a waiver of any claim for Service Credits for that calendar month.
- 12.2 Upon receipt of a valid request for Service Credits in accordance with Paragraph 12.1:
 - 12.2.1 BT will issue you with the applicable Service Credits by deducting those Service Credits from your invoice within two billing cycles of the request being received; and
 - 12.2.2 following termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Service Credits in a reasonable period of time.
- 12.3 Service Credits for all Service Levels will be aggregated and are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charge for the affected Cloud Contact Microsoft Service.
- 12.4 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 12.5 The Service Levels under this Schedule will not apply:
 - 12.5.1 in the event that Clause 8 or Clause 23 of the General Terms applies; or
 - 12.5.2 during any trial period of the Cloud Contact Microsoft Service.



Part D – Defined Terms

13 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading this Schedule.

“Availability” means the period of time when the Cloud Contact Microsoft Service is functioning.

“Availability Annual Target” has the meaning given in the table at Paragraph 11.1 for the relevant SLA Category.

“Availability Downtime” means the period of time during which a Severity Level 1 Incident exists as measured by BT in accordance with Paragraph 11.2.1.

“Availability Service Credit” means the Service Credit available for a failure to meet the Availability Service Level, as set out in Paragraph 11.2.3.

“Availability Service Level” has the meaning given in Paragraph 11.1.

“BT One Cloud Microsoft” means the One Cloud Microsoft service providing an enterprise class Skype for Business platform that is globally hosted and managed by BT on behalf of a customer that you can order separately from BT and that is subject to the terms set out at www.bt.com/terms.

“BT Price List” means the document containing a list of BT’s charges and terms that can be accessed at: www.bt.com/pricing (or any other online address that BT may advise you).

“Business Hours” means between the hours of 0800 and 1700 in a Business Day.

“Break Through Feature” means the forwarding feature that may be used by Users to break through any **“do not disturb”** User status to make contact with that User.

“Cloud Contact Microsoft Service” has the meaning given in Paragraph 1.

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

“Cumulative Monthly Availability Downtime” has the meaning given in Paragraph 11.2.2.

“Customer Committed Date” means the date provided by BT on which delivery of the Cloud Contact Microsoft Service (or each part of the Cloud Contact Microsoft Service, including to each Site) is due to start.

“Customer Contact” means any individuals authorised to act on your behalf for Cloud Contact Microsoft Service management matters.

“Customer Equipment” means any equipment and any software used by you in connection with a Cloud Contact Microsoft Service.

“De-installation Charges” means the charges payable by you on de-installation of the Cloud Contact Microsoft Service that will be equal to the then current rates for Installation Charges on the date of de-installation.

“Enabling Service” has the meaning given in Paragraph 4.1.

“General Terms” means the general terms that this Schedule is attached to, or where not attached to this Schedule, can be found at www.bt.com/terms, and form part of the Contract.

“Incident” means an unplanned interruption to, or a reduction in the quality of, the Cloud Contact Microsoft Service or particular element of the Cloud Contact Microsoft Service.

“Installation Charges” means those Charges set out in any applicable Order in relation to installation of the Cloud Contact Microsoft Service or any Customer Equipment.

“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).

“Maximum Annual Availability Downtime” has the meaning given in the table at Paragraph 11.1.

“Maximum Monthly Availability Downtime” has the meaning given in the table at Paragraph 11.1.

“Minimum Period of Service” means a period of 12 consecutive months beginning on the Service Start Date, unless set out otherwise in any applicable Order.

“Monthly Recurring Charges” means the monthly Recurring Charges for the Cloud Contact Microsoft Service and the sum of the Usage Charges for the three full previous months divided by three.

“Multi-Channel Contact Solution” means a multi-channel contact solution that enables you to select options that will redirect you to specific channels so that you may continue a conversation with your customer while



moving between the different channels (for example you may move from Instant Messaging to phone to video conferencing in one conversation).

"On Time Delivery Service Credits" means the Service Credit available for a failure to meet the On Time Delivery Service Level, which are equal to 4 per cent of the Recurring Charges for the applicable Site, per day.

"On Time Delivery Service Level" has the meaning given in Paragraph 10.1.

"Planned Maintenance" means any maintenance BT has planned to do in advance.

"Professional Services" means those services provided by BT which are labour related services.

"Provider Independent Resources" or **"PIR"** means resources assigned to Users that include autonomous system numbers, provider independent IPv 4 addresses, any cast assignments, provider independent IXP IPv 6 addresses and all future provider independent resources.

"Qualifying Incident" means an Incident, except where any of the following events have occurred:

- (a) the Cloud Contact Microsoft Service has been modified or altered in any way by you, or by BT in accordance with your instructions;
- (b) Planned Maintenance;
- (c) you have performed any network configurations that BT did not approve;
- (d) an Incident has been reported and BT cannot confirm that an Incident exists after performing tests; or
- (e) you requested BT to test the Cloud Contact Microsoft Service at a time when no Incident has been detected or reported.

"Recurring Charges" means the Charges for the Cloud Contact Microsoft Service or applicable part of the Cloud Contact Microsoft Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.

"Renewal Period" means for each Cloud Contact Microsoft, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

"RIPE" means the Réseaux IP Européens, an organisation of European IP networks whose primary activity is the assignment and management of Internet numbers such as IP addresses and autonomous system numbers.

"RIPE Policies" means those policies published on the RIPE website at <https://www.ripe.net/publications/> that may be amended from time to time.

"RIPE WHOIS" means the RIPE database which provides contact and registration information for IP addresses, autonomous system numbers (ASN), organizations or customers that are associated with these resources, and related Points of Contact (POC). It does not include information on domain names.

"Service Credit Interval" has the meaning given in the table at Paragraph 11.1 for the relevant SLA Category.

"Service Desk" means the helpdesk that you will be able to contact to submit service requests, report Incidents and ask questions about the Cloud Contact Microsoft Service.

"Service Level" means each of the On Time Delivery Service Level and the Availability Service Level.

"Service Management Boundary" has the meaning given in Paragraph 3.1.

"Service Options" has the meaning given in Paragraph 2.

"Severity Level 1 Incident" means a Qualifying Incident that cannot be circumvented and that constitutes a complete loss of Cloud Contact Microsoft Service at the Sites.

"Site" means a location at which the Cloud Contact Microsoft Service is provided.

"Skype for Business" means an instance of Microsoft's **"Skype for Business"** unified communications application.

"SLA Category" means the category, as set out in any applicable Order, which, in accordance with the table set out at Paragraph 11.1, specifies the following in relation to the Cloud Contact Microsoft Service:

- (a) Availability Annual Target;
- (b) Maximum Annual Availability Downtime;
- (c) Maximum Monthly Availability Downtime; and
- (d) Service Credit Interval.

"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 comprised in the supplies that the Supplier provides and the media on which it is supplied.

"Supplier" means Luware UK Limited.

"Supplier Software" means any software owned by or licenced to the Supplier in:

- (a) all components, materials, plant, tools, test equipment, documentation, firmware, Software, spares and parts and things comprised in the supplies supplied or performed by the Supplier;
- (b) information whether in tangible or any other form, including, without limitation, specifications, reports, data, notes, documentation, drawings, software, computer outputs, designs, circuit diagrams, models, patterns, samples, inventions, (whether capable of being patented or not) and know-how, and the media (if any) upon which such information is supplied, comprised in the supplies supplied or performed by the Supplier; and



- (c) any work that needs to be carried out as set out in an order that is supplied or performed by the Supplier.

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

"Usage Charges" means the Charges for the Cloud Contact Microsoft Service or applicable part of the Cloud Contact Microsoft Service that are calculated by multiplying the volume of units that you used or incurred in a period (e.g. number of agents using the Cloud Contact Microsoft Service, or the number of minutes the Cloud Contact Microsoft Service was used for) with the relevant fee as set out in any applicable Order.

"Web RTC" means Web Real-Time Communication and is a collection of communications protocols and application programming interfaces that you may use with the Cloud Contact Microsoft Service.



APPENDIX 1 – SUPPLIER SOFTWARE SUB-LICENCE TERMS

With effect from the installation of the Supplier Software, BT grants a non-transferable, non-exclusive, sub-licence to you and your Users, provided that you comply with the following terms:

1 Your 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 Contract) will remain the property of the Supplier (or a third party that has granted the Supplier the right to licence the Supplier Software) and you have no right or interests in the Supplier Software except for the sub-licence rights expressly granted in this Schedule;
- (b) you may only use the Supplier Software at your Sites unless you submit a request to BT and BT agrees otherwise, provided that you will give BT prior written notice of the new Site where the Supplier Software will be used and that you make sure that use of the Supplier Software by you or your Users at the new Site does not exceed the number of Users as agreed between both of us in the Schedule;
- (c) you will keep the Supplier Software confidential. You may grant access to the Supplier Software to your employees to the extent necessary to use the Supplier Software in accordance with the sub-licence and to your Users. You or your 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 your Users in accordance with this Contract.
- (d) except as set out in this Schedule, you 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. You are solely responsible for any additional third party licensing costs that both of us agree may be associated with the implementation of the Supplier Software;
- (e) you 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 you by BT;
- (f) you may use the Supplier Software in connection with other software; provided however, that you 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) you will not decompile (as set out in s50B(1) of the Copyright, Designs and Patent Act 1988), 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) you 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 you for this purpose and BT will advise you of its findings where appropriate. In the event that you are deploying the Supplier Software for a number of agents that exceeds the number agreed between the parties, then BT will Notify you and BT reserves the right to Charge you for excess usage from the point at which BT identifies any excess usage;
- (j) you 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) you agree that, except as expressly set out in this Contract, 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) you 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) you will not violate any applicable export regulations, export or re-export the Supplier Software or technical data provided by BT and you will comply with all local import regulations as Notified to you by BT;
- (n) you will not assign this sub-licence without the prior written consent of BT; and
- (o) you will hold any confidential or proprietary information that you obtain as a result of the Supplier Software in confidence and you will use this information only for purpose of using the Cloud Contact Microsoft. You will make sure that this information will not be disclosed by you, your Users, your end customers or any of your agents or employees, without the prior written consent of BT or in accordance with this Contract. 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 Contract, 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.