

BT One Cloud Cisco UK only (HUCS architecture) Service Annex to the General Service Schedule

BT reference number

DEFINITIONS

The following definitions will apply in addition to those in the General Terms and Conditions and the General Service Schedule:

Analogue Telephony Adapter	A device located at the Customer's Site that provides an interface to a line powered analogue telephone or a local mains powered telephone, typically a DECT cordless telephone, and performs the conversion to Voice over IP media and signalling and onward transmission to an Ethernet interface.
IP Appearance	Lines, users or devices which provide access to a host of advanced PBX style features from a range of IP devices without the need for the provision of a PBX.
IP Trunking	The provision of call set up and release, and media (usually speech) path management for a single call unit over an IP network. The term can refer to a single unit (these products are priced per single unit) but is also used to refer to collections of units, sometimes calls Trunk Groups. Trunks or Trunk Groups are usually terminated on PBXs.
Multi Site	A number of different Sites covered by the Agreement.
Total Care	The Total Care maintenance as shown in the BT Price List.
Voice Gateways	A device that interfaces to traditional telephony interfaces, such as analogue or multiple analogue terminations, Basic Rate Interfaces (BRI), for example ISDN2, or Primary Rate Interfaces (PRI).
BT Price List	The document containing a list of BT's charges and terms that apply to the Service and which can be seen at www.bt.com/pricing (or any other on-line address that BT may advise the Customer). For the purposes of this Service Annex the BT Price List is part of the Agreement.
Customer Requirements Forms	The BT forms that set out the requirements for the Service agreed between the Customer and BT.
Minimum Period	The first twelve months or any longer period specified in the Order, measured from the Operational Service Date or date set out on the Order whichever is later.
Minimum Term	A period of time applicable to the Service or part of the Service, facility, option or Site measured from the Operational Service Date. Minimum Terms for the various Service elements are stated in the BT Price List.
Service Site	Has the meaning given in clause 1.1.. The place at which BT agrees to provide the Service being either: (a) one or more premises in the same building or within an area of land attached to the premises and forming one enclosure with it or; (b) a multi-occupancy building with single ownership where the owner acts as a sole contractee with BT for the whole building.

1. SERVICE OVERVIEW

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- 1.1 The Service is a managed network service, delivered and administered within the BT Network and available within BT's Licensed Area. The Service enables the Customer to consolidate its voice and data capabilities using Hosted Call and other application servers to further the capabilities of its data networks to connect to the PSTN via the Service. The Service comes with geographic public telephone numbers. The Service consists of a range of Service components and options that can be combined in different ways to meet varying requirements. The Customer may choose either or both of the IP Appearance and IP Trunking service components and add optional features. The Service allows access to 999/112 Emergency Services however, this is dependent on the LAN and WAN and voice terminals, in addition to the One Cloud Cisco Service equipment, and particularly the adequacy and resilience of these networks and the component apparatus; and in all cases the security and reliability of power sources.

The Service components and options selected by the Customer are detailed on the Order.

2. SERVICE DESCRIPTION

- 2.1 There are two key termination Service options as follows:

One Cloud Cisco IP Appearance

This Service option provides IP Appearances designed to terminate on a range of IP devices, including IP phones and Analogue Telephony Adapters. The Customer may:

- a) make on-net calls (within the Customer's Network) as well as inbound and outbound calls from any of their registered devices. The IP devices are not provided as part of the Service and can be ordered separately;
- b) use a range of PBX-like features and services that are defined by the configuration options selected on the Customer Requirement Form (CRF);
- c) use IP Appearances rather than lines, as the media path beyond the VoIP Platform is provided by the Customer WAN and LAN; and
- d) make off net calls (from Customer's Network to the PSTN).

One Cloud Cisco Trunk Appearances

This Service option terminates on IP PBXs or Adapters (Voice Gateways) converting between IP signalling and media transport to traditional signalling and media paths (TDM or analogue) then onward connected to PBXs.

The Customer can:

- a) make on-net calls (within the Customer's Network) as well as inbound and outbound calls from its PBXs via Site located TDM to IP Voice Gateways. Voice Gateways are not provided as part of the Service and can be ordered separately;
- b) make off net calls (from Customers' Network to the PSTN).
- c) configure a Voice Gateway with a BRI or multiples thereof, or PRI, as a local break-in and break-out capability so that calls can be routed to IP Appearance handsets at the same location over the LAN.

- 2.2 One Cloud Cisco options

(a) Other Service options are set out in the BT Price List.

- 2.3 The provisions of this Service Annex apply only to that part of the Service which is defined as One Cloud Cisco.

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This means that:

(a) BT is not responsible in any way for any telecommunications service (or any part of such service) provided by other telecommunications service providers or using telecommunications networks other than the BT Network and

(b) the Customer is responsible for making applications to any other telecommunications service providers, for compliance with that service provider's terms and conditions and for payment of any charges.

3. SERVICE DELIVERY

- 3.1 BT will use reasonable endeavours to provide the Service by the date agreed with the Customer, but all dates are estimates, unless the Order says otherwise.
- 3.2 When BT's installation work is complete, the Customer will be responsible for putting items back and for any re-decorating which may be needed.
- 3.3 Changes to requirements prior to the Operational Service Date will be subject to paragraph 9.2 of the Conditions and may result in a redesign of the Service and consequently affect delivery dates and charges.
- 3.4 Changes to facilities or features following the Operational Service Date will be subject to the charges as outlined on the Order or in the BT Price List.

4. SERVICE MANAGEMENT BOUNDARY

BT's responsibility for the Service ends at the Customer Edge Router located at the Hosted Points of Presence (PoP). The Service includes MPLS access between multiple PoPs and the WAN at multiple separate points but does not include accesses to Sites which need to be ordered separately.

5. RESPONSIBILITIES OF THE CUSTOMER AND BT

Customer Responsibilities

- 5.1 The Customer is responsible for obtaining, deploying and maintaining all Site terminating equipment required to use the Service; including IP phones, Analogue Telephony Adapters, Voice Gateways and PBX Equipment.
- 5.2 The Customer is responsible for obtaining, deploying and maintaining suitable WAN access as defined by BT to each Site, with sufficient bandwidth to provide the Grade of Service the Customer requires their Users to experience, and a mechanism to prioritise or expedite the passage of real-time binary speech encodings where these are being transported with less time critical data traffic.
- 5.3 The Customer is responsible for obtaining, deploying and maintaining a LAN access at a Site between the WAN and the One Cloud Cisco termination Equipment configured to prioritise or expedite the passage of real-time binary speech encodings where these are being transported with less time critical data traffic.
- 5.4 Power: CPE will normally require local power supplies, for example, for WAN terminating routers, LAN switches and other LAN devices, and the IP Telephony terminals including IP phones, Analogue Telephony Adapters, and Voice Gateways. It is the Customer's responsibility to ensure Uninterrupted Power is supplied to these devices. Failure to do so may impact 999/112 Emergency Services call continuity in the event of a mains power failure.
- 5.5 The Customer is responsible for obtaining, deploying and maintaining Site termination equipment such as IP phone instruments, Analogue Telephony Adapters, Voice Gateways.
- 5.6 The Customer must report a fault in the Service by telephoning the number specified on the Order or any other number BT may provide to the Customer. The Customer will at the time of the report provide BT with a contact telephone number to enable BT to update the Customer on the progress being made to clear the fault.
- 5.7 BT and the Customer will agree an installation plan for all the Sites. The Customer must carry out its

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obligations under this Agreement to ensure the installation plan timescale is met.

- 5.8 The Customer is responsible for providing accurate location information for all IP Appearance, IP devices and IP Trunking terminals. In the case of the latter the Customer is responsible for ensuring that PBX extension calls entering the IP Trunking option destined for the 999/112 Services have an origin appropriate to the Emergency Services recognised origin's geography.

6. CHARGES AND PAYMENTS

- 6.1 In addition to the provisions of Clause 6 of the GTC, Charges for the Service are stated within the Order, published in the BT Price List and calculated using the details recorded by BT.
- 6.2 Where BT makes available to the Customer additional features or facilities after the Operational Service Date charges for these features and facilities will become payable from the day they are first provided.

7. SERVICE LEVELS

The General Service Schedule section 7 does not apply to this Service Annex.

- 7.1 BT will provide Total Care maintenance for the Service.
- 7.2 BT will use reasonable endeavours to provide uninterrupted Service, but from time to time faults may occur.
- 7.3 If the Customer reports a fault in the Service BT will repair the fault in accordance with the maintenance service care level specified in the Service Schedule. If BT agrees to work outside the hours of this maintenance service care level, the Customer will pay BT's additional charges. If the Customer reports a fault and BT finds there is none or that the Customer has caused the fault, BT may apply a charge.
- 7.2 If the Customer reports a fault in the Service BT will respond by:
- (a) providing advice by telephone, including advice, where appropriate, as to tests and checks to be carried out by the Customer;
 - (b) where possible, carrying out diagnostic checks from BT premises; and
 - (c) where it is considered necessary and as soon as reasonably practicable visiting the affected Site if (a) and (b) above do not diagnose or clear the fault.

If BT does work to correct a reported fault in the Service and finds that there is none, BT may charge the Customer for that work at BT's applicable hourly rate as detailed in the BT Price List.

FOR THE PURPOSES OF THIS SERVICE ANNEX THE FOLLOWING CLAUSES ADD TO AND/OR AMEND THOSE CORRESPONDING CLAUSES IN THE GENERAL TERMS AND CONDITIONS

8. COMMENCEMENT (PSA GTC Clause 2 Effective Date)

- 8.1 This Service Annex begins on the date the Customer receives BT's notification of its acceptance of the Customer's request for the Service and continues until terminated by the Customer or BT in accordance with the PSA.
- 8.2 The Service commences on the Operational Service Date.
- 8.3 A Minimum Term will apply to each new facility, option or Site added to the Service.

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8.4 Where the Agreement is for Multi Sites the Operational Service Date is the date Service is first made available to the first of the Sites set out on the Order.

8.5 On expiry of the Minimum Period unless BT and the Customer agree a new Minimum Period, Service to any Site(s) will continue under the terms detailed in the BT Price List.

9. CHANGING THIS AGREEMENT (PSA GTC Clause 19.16 Entire Agreement)

9.1 BT may change this Service Annex (including the Charges) on 14 days prior notice to the Customer published at www.bt.com.

9.2 If the Customer asks BT to make any change to the Service BT may ask the Customer to confirm the request in writing. If BT agrees to a change, this Agreement will be amended from the date when BT confirms the change in writing to the Customer.

10. CANCELLATION (PSA GTC Clause 5 Orders)

For the purposes of Clause 5.1 of the GTC, the Customer will pay cancellation charges as detailed on the Order or in the BT Price List.

11. TERMINATION OF SERVICE AND AGREEMENT (PSA GTC Clause 12)

The Customer will continue to be liable for the Charges during any period of suspension as set out in Cl 6.7 GTC.

If this Agreement is terminated, (unless the Customer is in breach of this Service Annex) BT will refund any money owed to the Customer after first deducting any money due to BT under this Service Annex or any other contract that BT has with the Customer.

12. NOTICES (PSA GTC Clause 16)

This clause does not apply to notices given under Clause 8 Commencement and Clause 9 Changing this Agreement.

FOR THE PURPOSES OF THIS SERVICE ANNEX THE FOLLOWING NEW CLAUSES APPLY

13. TERMINATION OF PART OF THE SERVICE

The Customer may terminate part of the Service to one or more Sites by giving BT 28 days' written notice to BT however termination charges may apply. Termination charges are set out in the BT Price List.

14. MONITORING AND RECORDING CALLS

BT monitors and records calls relating to customer services and telemarketing. BT does this for training purposes and to improve the quality of its customer services. BT also records all calls to the 999 or 112 services.

15. ORDER OF PRECEDENCE

PSA General Service Schedule

In the event of an inconsistency the Order of Precedence shall be as follows;-

CRF

Service Annex

Order

BT Price List

PSA General Terms and Conditions