

One Cloud Cisco Terms and Conditions

Definitions	Meaning
Admin Self-Serve	means a Customer portal that has the self-service functions described in paragraph 19.
Agreement	means collectively these One Cloud Cisco Terms and Conditions, the Order, the BT MSA, BT PSA or customer framework contract terms and conditions expressly integrated by reference into the Order, the CRF, and the Solutions Builder.
Analogue Telephony Adapter	means 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 VoIP media and signalling, and onward transmission to an Ethernet interface.
Anywhere User	means a User with up to 10 (ten) devices, only 1 (one) IP SIP or SCCP handset and up to 9 (nine) soft clients on PC's, laptop's, IOS, Android. Voice device only and single number reach. Extension mobility, depending on device used. Full Jabber IM&P and voice. Note that Jabber where used for voice is classified as a device. Also includes 1 (one) Unified Messaging. See list of supported devices.
Auto Attendant, (per incoming directory number)	means a fully-featured automated attendant that is customisable to suit the needs of the Customer. The Auto Attendant provides a number of different call management elements that can be combined to customise how the system handles calls and collects input from callers.
Base User	means a User with a single voice device only, with Jabber IM&P (no voice). See list of supported devices.
BT Equipment	means any BT owned or provided equipment to be used in conjunction with the Service.
BT Network	means the telecommunications network owned or leased by BT and used to provide the Service.
CBIBO	means centralised break-in and break-out for incoming and outgoing calls.
Cessation Allowance	means a cessation allowance that the Customer is entitled to exercise during the Minimum Period, such that the Customer is unilaterally permitted to cease up to ten percent (10%) of the then total contracted User volumes (Anywhere Users, Collaborate Users, Voice Users and Base Users only) per Contract Year without any early termination Charges. For any User volumes that are ceased over and above the Cessation Allowance early termination Charges will apply as specified in paragraph 13.
Charges	means the charges that are payable in relation to the Service, as the same are specified in the Order, or calculated in accordance with these One Cloud Cisco Terms and Conditions.
CLI	means calling line identity.

Collaborate User	means a User with a single voice device only with single number reach. Extension mobility, depending on device used. Full Jabber IM&P and voice. Note that Jabber where used for voice is classified as a device. See list of supported devices.
Contract Year	means (a) for the purposes of the Cessation Allowance each consecutive rolling period of twelve (12) months starting from the Operational Service Date of the first Site installed (or the date specified in the Order, whichever is later); and (b) in relation to the calculation of early termination Charges each consecutive rolling period of twelve (12) months starting from the Operational Service Date of each Site installed (or the date specified in the Order, if later).
Customer Contact	means the contact details of the individual(s) who are authorised to act on behalf of the Customer for service management matters, as the same are notified to BT from time to time.
Customer Equipment	means any customer owned or provided equipment to be used in conjunction with the Service.
Customer Requirements Form or “CFR”	means a BT form that sets out specific requirements for the Service as agreed between the Customer and BT which forms part of the Order. It also includes the data as captured and used as part of the bulk load capability and the data captured in Solutions Builder.
Emergency Services	means the ability for Users to place a call to a public emergency system.
Extension Mobility	means that Users are allowed to temporarily access their User configuration such as speed dials, from another User’s Cisco Unified IP Phone.
Features	means the Features of the Service as these are described in paragraph 18.
Group Unified Messaging	means a voice mail and unified messaging application accessible by multiple Users.
Google Apps Integration	means the ability to integrate with Google Apps on a per User basis.
IP Handsets	means any IP telephone that’s compatible with the Service.
Internet Service Access	means the ability for Jabber Clients or VPN devices to access the Service via the internet. Note that voice quality can be affected when connecting through this Service Option, i.e. the internet has no voice priority.
LAN	means a local area network.
LBIBO	means local break-in and break-out for incoming and outgoing calls.

Lync Integration RCC	means the ability to integrate an IP Handset with Microsoft Lync to provide remote call control of a One Cloud Cisco User.
Minimum Period	means a period of Contract Year(s) specified in the Order, measured per Site from the Operational Service Date or date set out in the Order whichever is later.
Minimum Term	means that all One Cloud Cisco Service Options have a twenty eight (28) day minimum term, with the exception of One Cloud monitoring which has a three hundred and sixty five (365) day minimum term, and all Service Options require a minimum twenty eight (28) day advance cease notification. Any Service Option selected for a period of fewer than twenty eight (28) days will be chargeable on the basis of a minimum twenty eight days of usage.
Multi-Site	means Service to more than one Sites.
MAC	means a Media Access Control address.
“One Cloud Cisco” or “the Service”	means BT’s One Cloud Cisco Service that provides Users with access to a host of advanced PBX and Unified Communications features from a range of IP devices, as the same is more specifically described in paragraph 2.
One Cloud Cisco User	means that One Cloud Cisco Users are provided access to a host of advanced PBX and Unified Communications features from a range of IP devices.
One Cloud Cisco Trunk Channel Service	means a UK only Service where a trunk consists of one or more virtual channels, each of which has the capability of supporting a single call. The trunk service allows existing suitably configured PBXs to continue to handle on-Site calls, while traffic between Sites is routed over the Customer’s IP data network. The Customer may require signalling and network protocol converters (such as Voice Gateways), depending on the Customer’s PBX configuration and signalling type. This service can also offer inbound direct dialling in facilities and PSTN breakout.
Operator Console (per seat)	Means a Windows based solution that enables a receptionist to answer, transfer or dispatch calls within an organisation from a PC desktop application client designed specifically for this purpose. The Attendant Console Server provides a client for accessing the Corporate Directory and monitoring the line state for specific users. The Attendant Console utilises a downloadable client application that installs on a user’s compatible Windows PC.
One Cloud Monitoring	means a dashboard that shows call voice quality measures, platform status and registered device status.
Order	means any order for One Cloud Cisco that references and incorporates these One Cloud Cisco Terms and Conditions.

Operational Service Date	means the date the Service is first made available to a Customer Site by BT.
PSTN	means the public switched telephone network.
Service Management Boundary or "SMB"	means the demarcation point up to which BT will manage the Service, as described in paragraph 6.
Service Options	means those options selected by the Customer in the Order, which includes Anywhere User, Collaborate User, Voice User, Base User, Virtual User, Trunks, Unified Messaging, Auto Attendant, Operator Console, Internet Service Access.
Site	means the Customer physical site address or business location to which BT agrees to provide the Service.
Solutions Builder, or the "White Paper" Design	means the high level design tool that BT uses to design the Service based on the Customer's requirements and Service boundaries.
Telepresence Service	means a Telepresence Suite capability (requires a Collaborate User or Anywhere User in addition to a Telepresence service).
Time Related Charges or "TRC"	means the hourly labour rate applicable for work to be undertaken by BT on behalf of the Customer.
Total Care Maintenance	means that BT will provide the following maintenance for the Service: (a) a target of 4 hours to respond to any incident reported on the Service by the Customer; and (b) a target of 24 hours to resolve any incident reported on the Service by the Customer.
Unified Messaging	means a voice mail and unified messaging application with a comprehensive feature set.
Users	means any Anywhere User, Collaborate User, Voice User, Base User and Virtual User.
User Self-Serve	means the ability for Users to change Features via a portal, e.g. voicemail settings, call handling settings, add and remove personal speed dials.
Voice Gateways	means 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).
Voice Lync Integration	means the ability to integrate the Service with a Microsoft Lync server to provide voice capability. SIP trunks are also required for Voice Lync Integration and are charged separately.

Voice User	means a User with a single voice device only with single number reach. Extension mobility, depending on device used. Jabber IM&P (no voice). See list of supported devices.
Virtual User	means a User with an extension mobility profile. Note that extension mobility profiles associated with a device do not attract the Virtual User Charge. No associated devices, requires logging onto an existing device to make/receive calls.
WAN	means wide area network.

2. SERVICE DESCRIPTION

- 2.1** One Cloud Cisco is a managed network service enabling 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 provide on-net voice and unified collaborations services. The Service consists of a range of Features, and Service Options that can be combined in different ways to meet varying Customer requirements. The Service Options selected by the Customer are detailed on the Order, and can be varied from time to time. One Cloud Cisco is designed to utilise a range of IP devices, including IP Handsets and Analogue Telephony Adapters. The Customer may:
- (a)** make on-net calls (within the Customer's network) as well as accept inbound and make outbound calls (which may be LBIBO or CBIBO depending on the break-out mechanism deployed) from any of their registered devices or User profiles. Save where provided to the contrary in paragraph 2.4, IP Handsets are not provided as part of the Service and can be ordered separately from BT;
 - (b)** use a range of PBX-like unified communications features and services that are defined by the configuration options selected on the Customer Requirements Form;
 - (c)** use the Service, rather than using lines, as the media path beyond the VoIP platform that is provided by Customer's existing WAN and LAN.
- 2.2** The Service allows access to Emergency Services via whichever break-out mechanism is deployed (LBIBO or CBIBO). Access is dependent on the LAN and WAN and any voice terminals or gateway devices, and the adequacy and resilience of these networks and the component apparatus, particularly the security and reliability of their power sources.
- 2.3** The One Cloud Cisco Trunk Channel Service terminates on Voice Gateways that convert IP signaling and media transport to traditional signalling and media paths (TDM or analogue) which are then connected to PBX's. The Service allows Customer to:
- (a)** make on-net calls (within Customer's network) as well as inbound and outbound calls from Customer's PBX's via a Site located TDM to Voice Gateways. Voice Gateways are not provided as part of this Service and the Customer can order them separately from BT;
 - (b)** make off net calls (from Customer's network to the PSTN); and
 - (c)** configure a Voice Gateway with a BRI or multiples thereof, or PRI, as a LBIBO capability so that calls can be routed to IP handsets at the same location over the LAN.
- 2.4** The Customer needs an IP Handset to use this Service. Subject to paragraph 3 below, no IP Handsets are included as part of the Service, however IP handsets can be ordered separately from BT. Title to any BT provided IP Handsets will pass to Customer upon payment in full. The risk to all BT provided IP Handsets will pass to Customer upon physical delivery to the Site. For any IP Handsets included in the Service, title to those IP Handsets will pass to the Customer upon the expiry of the Minimum Period, or upon payment of all early termination Charges if the Service is terminated earlier than the expiry of the Minimum Period.
- 2.5** The Customer can request presentation of, or restriction of, its CLI from being presented to the destination. The Customer can also specify that its 'User provided CLI' is passed on to the destination. The Customer acknowledges and agrees that BT will not accept requests to restrict CLI on calls to the Emergency Services or where the laws and regulations require CLI to be presented.

3. HEADSETS AND HANDSETS

- 3.1.1** Where the Customer is provided with a free IP Handset or headset as specified in the Order, these will be provided as Service is rolled out on the following basis:
- (a)** The scope of free IP Handsets or headsets will only apply to the contracted User volumes in the initial Order, (only for Base Users, Voice Users, Collaborate Users or Anywhere Users);
 - (b)** These free IP Handsets or headsets will be provided by BT in conjunction with each Site roll-out of the Service and only apply to those Users brought in to service on the initial deployment;
 - (c)** Additional IP Handsets or headsets can be ordered separately from BT;
 - (d)** All IP Handsets or headsets are provided with a standard OEM manufacturer warranty and in the event of any warranty issues, warranty claims need to be addressed to the OEM manufacturer;
 - (e)** IP Handsets are not provided with power adapters as the assumption is that they are powered Ethernet.

4. SERVICE DELIVERY

- 4.1** BT will use reasonable endeavours to provide the Service by the date or dates agreed with the Customer, but all dates are estimates.
- 4.2** When BT's installation work is complete, BT will conduct a set of standard tests to ensure that the Service configuration is functioning correctly. The Operational Service Date occurs on successful completion of the tests.
- 4.3** The Customer may request, by giving notice to BT, an amendment to:
- (a)** an Order for the Service (or part of an Order) at any time prior to the applicable Operational Service Date; or
 - (b)** the Service at any time after the Operational Service Date.
- 4.4** If the Customer exercises its right under paragraph 4.3, and except where any amendment results from BT's failure to comply with its obligations, BT will, within a reasonable time, provide a written estimate to the Customer including:
- (a)** the likely time required to deliver the amended Service; and
 - (b)** any variations to BT's Charges arising from the amendment.
- 4.5** BT has no obligation to proceed with any amendment requested by the Customer under paragraph 4.3, unless and until the Parties have agreed in writing on the necessary changes to the Charges, implementation timetable and any other relevant terms to take account of the requested change.

5. SERVICE OPERATION

- 5.1** On and from the Operational Service Date, Customer will:
- 5.1.1** be responsible for obtaining, deploying and maintaining all Site terminating equipment required to use the Service including IP Handsets, Analogue Telephony Adapters, Voice Gateways and PBX Equipment. The Customer must ensure that all such devices conform to the current One Cloud Cisco build level and where devices are no longer supported as a result of a mandatory platform upgrade the Customer has the responsibility to replace such devices with ones that comply with the latest build level. BT will advise the customer in advance of any upgrade as to which devices will no longer be supported.
 - 5.1.2** be responsible for obtaining, deploying and maintaining suitable WAN access as defined by BT to each Site, with sufficient bandwidth to provide the Service effectively for the volume of Users at that Site, as well as 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;
 - 5.1.3** ensure that there any equipment used for the Service has access to an uninterrupted power supply. Any failure by to do this may impact Emergency Services call capability as well as any Service provided;
 - 5.1.4** obtain, deploy and maintain 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;
 - 5.1.5** ensure that the Customer Contact reports incidents initially to the Service Centre using the agreed reporting procedures, and will be available for all subsequent incident management communications. The Customer Contact

will: (a) be available at all times and provide assistance and information during Service delivery; (b) be available after Service Delivery in accordance with the Total Care Maintenance service; and (c) take incident reports from Users, who may not contact BT directly;

5.1.6 provide accurate location information for all One Cloud Cisco Users, IP devices and One Cloud Cisco Trunk Channel terminals. In the case of the latter, Customer will ensure that PBX extension calls entering the One Cloud Cisco IP Trunk Channel option destined for the Emergency Services have an origin appropriate to the emergency services recognised origin's geography;

5.1.7 ensure that any Customer Equipment that is connected to the Service or that is used, directly or indirectly, in relation to the Service is:

- (a)** connected and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
- (b)** technically compatible with the Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers or subcontractors network or equipment; and
- (c)** approved and used in accordance with relevant instructions and applicable law;
- (d)** immediately disconnect any Customer Equipment, or advise us to do so at your expense, if Customer Equipment does not meet any relevant instructions, standards or applicable law;
- (e)** maintain a list of current Users and immediately terminate access for any person who ceases to be an authorised User;
- (f)** ensure the security, distribution, ongoing management, maintenance and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and:
 - (i)** inform BT immediately if a User 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;
 - (ii)** take all reasonable steps to prevent unauthorised access to the Service; and
 - (iii)** satisfy BT's security checks if a password is lost or forgotten; and
 - (iv)** if BT requests that you to do so in order to ensure the security or integrity of the Service, change any or all passwords and/or other systems administration information used in connection with the Service.

BT reserves the right to suspend user ID and password access to the Service if BT considers that there is, or is likely to be, a breach of security.

5.1.8 The service will include planned engineering works and platform upgrades from time to time which will be done automatically.

6. SERVICE MANAGEMENT BOUNDARY

6.1 The One Cloud Cisco SMB is the WAN port on the BT IP Connect provider edge router. The Service does not include connectivity between the BT IP Connect Service and the customer's Sites. Where customers order Internet service access, the One Cloud Cisco SMB is the port on the One Cloud Cisco router which connects to the Internet Service provider.

6.2 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.

7. OTHER SPECIFIC TERMS AND CONDITIONS

7.1 The Service begins on the Operational Service Date of the first Site.

7.2 BT reserves the right to vary these One Cloud Cisco Terms and Conditions on fourteen (14) days prior written notice to you. The revised One Cloud Cisco Terms and Conditions will be published at www.bt.com.

7.3 The Customer may terminate part of the Service to one or more Sites by giving BT no fewer than twenty eight (28) days' written notice. Except where provided under the Cessation Allowance, if the Customer terminates the Services or any part thereof prior to the expiry of the applicable Minimum Period, the Customer shall be liable to pay all applicable early termination Charges as calculated in accordance with paragraph 13 below.

7.4 Except for IP addresses expressly registered in the Customer's name, all IP addresses, BT based domain names and telephone numbers made available with the Service shall at all times remain the property of BT or its suppliers and shall be non-

transferable. All the Customer's rights to use such IP addresses, domain names or telephone numbers will cease on termination or expiration of the Service.

- 7.5** BT may monitor and record calls relating to customer services and telemarketing for training purposes and to improve the quality of BT's customer services. BT may also record Emergency Services calls.
- 7.6** The Service provides the ability for Users to call the Emergency Services however this capability is dependent on:
- (a)** the LAN, WAN or voice terminals being used;
 - (b)** the Cisco Service Options the Customer has selected and the Customer Equipment the Customer uses (particularly with regard to the adequacy and resilience of the selected networks and the component apparatus that Customer is running the Service Options on); and
 - (c)** in all cases the security and reliability of the power sources that Customer uses for the Service.
- 7.7** In the event of any inconsistency between these One Cloud Cisco Terms and Conditions and any other document forming part of the Agreement, the order of precedence shall be as follows:
- (a)** The One Cloud Cisco Order;
 - (b)** These One Cloud Cisco Terms and Conditions;
 - (c)** the CRF, bulkload data and Solutions Builder;
 - (d)** any other document that expressly forms part of the Agreement.
- 7.8** BT reserves the right to remove MAC addresses from the One Cloud Cisco platform which have not registered on the platform in the immediately preceding 6 (six) months, and BT reserves the right to do so without notice.
- 7.9** The Customer must comply with one of the BT approved dial plans provided with the Service.

8. RESPONSIBILITIES OF THE CUSTOMER

- 8.1** The Customer is responsible for obtaining, deploying and maintaining: (a) all Site terminating equipment required to use the Service, including IP Handsets, analogue telephony adapters, voice gateways and private branch exchange equipment.
- 8.2** The Customer needs to report any fault in the Service by telephoning the number specified on the Order or any other contact number BT may provide to the Customer from time to time. 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.
- 8.3** BT and the Customer will agree on an installation plan for all the Sites. The Customer must perform its obligations to ensure that the installation plan timescales can be achieved.
- 8.4** The Customer acknowledges that the Service does not qualify as a full replacement of a PSTN service and that the Customer's Public Telecommunication Service Provider ("PTSP") is responsible for all obligations applicable to the provision of PSTN services. If the Service is used in conjunction with a third party SIP service, then the Customer must provide BT with written confirmation that it or its SIP supplier will comply with all regulatory obligations applicable to the provision of PSTN and Voice over IP (VOIP) services.
- 8.5** If the Customer uses the enterprise voice capabilities of the Service, it is responsible for ensuring that its voice service provider provides network CLI in accordance with the regulatory provisions associated with outgoing and incoming voice traffic, and the rules and guidelines for CLI handling commonly accepted in the telecommunications carrier industry, and that its voice service provider puts appropriate measures in place to enable Users to call the Emergency Services, to correctly identify the caller's location and to provide such location information to the proper Public Safety Answering Point (PSAP).
- 8.6** In jurisdictions where an employer is legally required to make such disclosure to its employees, it is the Customer's responsibility to:
- (a)** inform its employees and Users that as part of the Service being delivered by BT, the use of any targeted applications by the Customer's employees and/or Users may be monitored and reported to the Customer by BT; and
 - (b)** ensure that its employees and Users have consented or will be deemed to have consented to such monitoring and reporting, if such consent is legally required, and BT shall not be liable for any failure of the Customer to comply with this instruction and the Customer shall indemnify BT from and against any claims or actions

brought by its employees or Users against BT arising out of the delivery of Services by BT in accordance with the terms hereof.

8.7 The Customer's access to Emergency Services will be in accordance either the LBIBO or CBIBO option that is selected by the Customer as set out in the Order, as follows:

- (a)** if the Customer has selected the CBIBO option, then BT will route the call as dialed to the appropriate Emergency Services.
- (b)** if the Customer has selected the LBIBO option as set out in the Order, the Customer will utilise a local communications providers' services for the purpose of inbound and outbound public calling. The latter will include Emergency Service calling. The Customer acknowledges that under this option BT is neither responsible for nor capable of calling either the Emergency Services or correctly identifying a caller's location to the Emergency Services. The Customer agrees that it is responsible for ensuring that it puts in place appropriate measures to enable Users to call Emergency Services, to provide correct location information, and to comply with its local communications provider's requirements for providing accurate location information to the Emergency Services.

9. CHARGES AND PAYMENTS

9.1 The Charges for the Service that apply during the Minimum Period are set out in the Order.

9.2 The Charges that apply after the expiry of the Minimum Period will also be set out in the Order and may be different to the Charges that apply during the Minimum Period. These revised charges will apply unless and until a new Minimum Period is agreed in writing.

10. MAINTENANCE

10.1 BT will provide the service with Total Care Maintenance included.

10.2 BT will use reasonable endeavours to provide uninterrupted Service, but from time to time faults may occur.

10.3 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.

10.4 If BT does work to correct a reported fault in the Service and finds that there is none, BT may charge the Customer for the work at BT's applicable Time Related Charges as detailed in the Order.

11. DATA FLOWS

11.1 In order for BT to provide and support the Service, BT may use personal data, mainly contact details (typically name, email address, telephone number and business and/or Site(s) address), billing and payment information of people within the Customer's organisation in order to:

- (a)** process, track and fulfil Orders for the Service;
- (b)** deliver and commission the Service, either remotely or at the Site(s);
- (c)** process, track and resolve incidents with the Service, either remotely or at the Site(s);
- (d)** administer access to online portals relating to the Service;
- (e)** compile, dispatch and manage the payment of invoices relating to the Service;
- (f)** manage the contract and resolve any disputes relating to it; and
- (g)** respond to general queries relating to the Service.

11.2 BT will process this data in accordance with applicable data protection law and the applicable BT Privacy Policy available on www.bt.com.

- 11.3 The Customer is responsible for complying with all requirements under applicable data protection laws including that all criteria necessary for the provision of the Service by BT (for example; notifications, consents etc.) are fulfilled when sharing such personal data with BT.
- 11.4 BT may, from time to time, contact the Customer to provide additional information concerning the Service, or other related services. This information will typically be sent to the Customer contact person notified to BT, network manager or procurement manager involved in the procurement or management of the Service. If this information includes marketing materials, BT will provide a mechanism for the recipient to elect not to receive such communications in the future.
- 11.5 Changes to requirements prior to the Operational Service Date may result in a redesign of the Service and consequently affect delivery dates and Charges.
- 11.6 If BT has to modify the Service prior to the Operational Service Date because the Customer has provided incomplete or inaccurate information, BT may, in BT's reasonable discretion, apply additional reasonable one-time and/or recurring Charges.
- 11.7 Changes to Service facilities or features following the Operational Service Date will be subject to the Charges as outlined on the Order.

12. CANCELLATION CHARGES PRIOR TO THE END OF THE MINIMUM PERIOD

- 12.1 If Customer cancels or fails to rollout the contracted volumes prior to the end of the Minimum Period, the Customer shall be liable to pay to BT: (a) 3 (three) months recurring Charges for each User not brought in to service, at the per User prices specified in the Order; and (b) the costs of any equipment provided by or ordered from third parties, including BT's suppliers.
- 12.2 Notwithstanding the above, for the purposes of this paragraph 12, the Site rollout will be deemed completed no later than 24 (twenty four) months from the date of the Order and any shortfall in rolled-out User volumes at that point in time will be charged 3 (three) months recurring Charges, at the per User prices specified in the Order.

13. EARLY TERMINATION CHARGES

- 13.1 In the event that the Customer terminates all of part of the Service prior to the expiry of the Minimum Period in accordance with paragraph 7.4 above, the early termination Charges payable by the Customer shall be based on a percentage of the outstanding monthly recurring Charges per User due in each Contract Year remaining until the end of the Minimum Period, as such early termination Charges are calculated from the date the early termination occurs based on the tables below.

For Customers that have been provided free IP Handsets, headsets or Meraki equipment with the Service:

	% OF MONTHLY RECURRING PER USER PRICES FOR THE APPLICABLE CONTRACT YEAR				
MINIMUM PERIOD	CONTRACT YEAR 1	CONTRACT YEAR 2	CONTRACT YEAR 3	CONTRACT YEAR 4	CONTRACT YEAR 5
1 YEAR	100%	N/A	N/A	N/A	N/A
3 YEARS	100%	100%	50%	N/A	N/A
5 YEARS	100%	100%	100%	100%	50%

For Customers that have not been provided with free IP Handsets, headsets or Meraki equipment with the Service:

	% OF MONTHLY RECURRING PER USER PRICES FOR THE APPLICABLE CONTRACT YEAR				
MINIMUM PERIOD	CONTRACT YEAR 1	CONTRACT YEAR 2	CONTRACT YEAR 3	CONTRACT YEAR 4	CONTRACT YEAR 5
1 YEAR	25%	N/A	N/A	N/A	N/A
3 YEARS	25%	25%	25%	N/A	N/A
5 YEARS	25%	25%	25%	25%	25%

13.2 On termination of the Service BT has the right to disconnect and remove any BT Equipment that may be located at the Site(s).

13.3 On termination of the Service, Customer will:

- (a) disconnect any BT Equipment from the Service; and
- (b) advise BT immediately of any changes to the contact details of the Customer Contact.

14. END OF MINIMUM PERIOD

14.1 After the Minimum Period expires the Service will continue and pricing will change to the pricing specified in the Order unless and until a new Minimum Period is agreed in writing.

15. WEEE

15.1 Where any Customer Equipment has been provided by BT, the Customer will be responsible under Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 (“WEEE Directive”) for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment (“WEEE”).

15.2 The parties acknowledge that for the purposes of Article 13 this paragraph 15 is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.

15.3 The Customer will be responsible for any information recording or reporting obligations imposed by the WEEE Directive.

15.4 The Customer will indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a third party which would not have been caused or made had Customer fulfilled its express or implied obligations under this paragraph 15 or in connection with the WEEE Directive.

16. INVOICING

16.1 With the exception of the calculation of early termination Charges under paragraph 13 above, all other Charges for the Service are specified within the relevant Order.

16.2 Notwithstanding paragraph 16.1 above, BT reserves the right to invoice Customer for any of the following Charges in addition to those set out in the Order:

- (a) Charges for investigating Customer’s reported incidents where BT finds no incident or that the incident is outside the SMB;
- (b) Charges for commissioning the Service outside of normal business hours in the relevant jurisdiction;
- (c) Charges for restoring Service if the Service has been suspended;
- (d) Charges for cancelling the Service;
- (e) Charges for expediting provision of the Service at Customer’s request after Customer has been informed of the Customer Committed Date;
- (f) Charges for any additional features or facilities that BT makes available to Customer after the Operational Service Date, which will become payable from the date they are first provided to Customer; and

(g) any other Charges set out in any applicable Order or otherwise agreed between the parties.

17. ACCEPTABLE USE POLICY

17.1 The Customer is responsible for its content and that of any of its Users (including any content hosted by the Customer or any User on behalf of third parties). The Customer acknowledges that it has read and agrees to be bound by and to ensure that any Users will comply with this Acceptable Use Policy ("AUP") and the acceptable use policies of any connected networks and generally accepted Internet standards.

17.2 The Service must not be used:

- (a) fraudulently or in connection with a criminal offense under the laws of any country where the Service is provided; or
- (b) to send, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights; or
- (c) in contravention of any instructions that BT has provided; or
- (d) to cause annoyance, inconvenience or needless anxiety; or
- (e) to send or provide or receive unsolicited advertising or promotional material.

17.3 The Customer must not use a Domain Name which infringes the rights of any person in a corresponding trade mark or name.

17.4 If the Customer or anyone else (with or without the Customer's knowledge or approval) uses the Service in contravention of this AUP, or uses the Service in any way which is, or is likely to be, detrimental to the provision of the Service to the Customer or any other customer of BT and fails to take corrective action within a reasonable period of time from the date it receives notice from BT, then BT reserves the right to suspend the Service or terminate the Service for material breach, as the case may be. If the Service is suspended it will not be restored until the Customer provides an acceptable assurance that there will be no further breaches of this AUP.

18. ONE CLOUD CISCO MAIN FEATURES

Feature – subject to device	Brief Description	Physical Devices		Jabber	
		Network Connected Employee, (MPLS)	Internet Service Access Connected User	Network Connected Employee, (MPLS)	Internet Service Access Connected User
+ Dialing (E.164)	Dial full E164 numbers including the + sign	✓	✓	✓	✓
Abbreviated Dial	Ability to dial intra site users via a shortened number pattern	✓	✓	X (Use Contacts instead)	X (Use Contacts instead)
Ad-Hoc Conferences (Dependant upon DSP resources)	Up to 6 participants	✓	✓	✓	✓
Auto-answer	Incoming calls auto answered without user intervention	✓	✓	✓	✓
Blind Transfer	Transfer a call to another users without waiting for them to answer	✓	✓	✓	✓
Consultative Transfer	Transfer an active call to another number internal or external	✓	✓	✓	✓

Call Back (from call history)	Ability to place a call to a recently received or called number from phone menu	✓	✓	✓	✓
Call Back feature	Receive call-back notification on your Cisco Unified IP Phone when a called party line becomes available	✓	✓	X (No CallBack Softkey)	X (No CallBack Softkey)
Call Forwarding	Ability to forward calls automatically to internal and external numbers	✓	✓	✓	✓
Call Park	Place call on hold and retrieve from another on-net device	✓	✓	✓ (j4a,j4i)	✓ (j4a,j4i)
Call Pickup	Pickup a call from another device while ringing	✓	✓	✓ (j4w,j4m)	✓ (j4w,j4m)
Call Waiting	Ability to receive another call while on an active call	✓	✓	✓	✓
Caller ID	Display of inbound call number, (On Net and Off Net if available)	✓	✓	✓	✓
Directed Call Park	Ability to park a call to a specific number	✓	✓	✓	✓
Distinctive Ring per line appearance	Specify a specific ring pattern per line configured on a device	✓	✓	✓	✓
Extension Mobility (EM)	Login to a physical phone.	✓	✓	NA	NA
Extension Mobility Cross Cluster (EMCC)	Login to a physical phone cross cluster.	✓	✓	NA	NA
Group Call Pickup	Ability for a group of users to retrieve an inbound call to another users device from their device	✓	✓	X	X
Hold	Place a call on hold	✓	✓	✓	✓
Hunt Groups	Inbound calls ring a series of numbers	✓	X	✓	X
Join Across Lines	Join two or more active calls on a phone, (device dependent)	✓	✓	X	X
Localisation/Language	Local language support on phone for various countries list of supported countries available on request	✓	✓	✓	✓
Voicemail (including Message-waiting indicator)	Light on phone to notify if user has a voicemail, (device dependent)	✓	✓	✓	✓
Meet-me Conference	Meet-me Conference	X	X	X	X
Music on hold	Music played when a call is placed on hold.	✓	✓	✓	✓
Network Class of Service	Define user calling capabilities	✓	✓	✓	✓

No Call Forwarding Off-Net, by default.	Ability to block users from forwarding calls off-net. This is part of Network Class of Service settings.	✓	✓	✓	✓
Personal directory	End users have the ability to create their own directory of frequently called numbers, (device dependent)	✓	✓	✓	✓
Private Line Automated Ringdown (PLAR)	When a handset is picked up the device automatically rings a designated number such as a security device	✓	✓	X	X
Redial	Place a call to a recently dialed number from a soft key	✓	✓	✓	✓
Shared line	Single number configured on two or more devices	✓	✓	✓	X
Silent monitoring	Monitor a call in progress on a shared line	X	X	X	X
Single Button Barge	Barge into a shared line call with a single soft key press (device dependent)	✓	✓	X	X
Single Number Reach (Mobile Connect)	Ability for an inbound call to ring multiple other selected numbers, (User type dependent)	✓	✓	✓	tbc
Speed Dial	User assigned fast dial keys, (device dependent)	✓	✓	X (Use Contacts instead)	X (Use Contacts instead)
Time and date display	Dependent upon phone model	✓	✓	NA	NA
URI Dialing	URI Dialing	✓	✓	✓	✓
Audio Codec support (G.711)	Audio Codec support (G.711)	✓	✓	✓	✓
Audio Codec support (G.729)	Audio Codec support (G.729)	✓	✓	✓	✓

NB: Other features are available on One Cloud Cisco, so pls check with BT which other features are available for the different connectivities offered.

19. ONE CLOUD CISCO ADMIN SELF SERVE

One Cloud Cisco Admin Self-Serve is a portal which provides the following capabilities:

Information
List and search Divisions
List and search Locations
List and search Users
List of administrators
View and download full log of changes made
Full inventory of Private DNs and E164 numbers

Invoice affecting changes

Add local user
Delete local user (subject to 28 rental liability)
Add multiple users via offline loader
Modify unassigned users added from Active Directory via LDAP integration
Add or remove voicemail from user

Inventory and records

Add or remove Extension Mobility from user
Add or remove Single Number Reach from user
Move user to new site within the same region
Replace phone within entitlement band
Delete and unassign phones
View site dial plan

Features Configuration

Access to configuration tool
Change PINs for Extension Mobility
Change passwords for Voicemail
Create and modify Hunt Groups
Create and modify Pick-up Groups
Modify Class of Service settings
Set and modify call forwarding settings
View list of transactions

END