



## BT One Cloud Microsoft Teams Service Schedule Part A – Service Terms

### Section A Service Terms

#### 1. SERVICE SUMMARY

- 1.1** BT's One Cloud Microsoft Teams Service provides provisioning, configuration and support of the Customer's Microsoft Teams service with a Direct Routing and/or Operator Connect service to enable voice telephony for Microsoft Teams. The Customer can choose different levels of support (SKUs) depending on the Microsoft Teams services and/or any Direct Routing and/or Operator Connect service, that the Customer wants BT to support. These are shown as different SKUs in Part B. BT will provide User administration support and a BT Service Desk that will manage Incidents and service requests comprising:
- 1.1.1** the standard components of the Service set out in Part B; and
  - 1.1.2** any optional components described in Part B and set out in any applicable Order, up to the point of the Service Management Boundary ("**Service**").
- 1.2** This Schedule does not set out the terms and conditions for purchasing Microsoft Teams licenses or any SIP service (e.g. BT One Voice Global SIP Trunking) the Customer may have. The Customer shall directly purchase the Microsoft Teams licenses from Microsoft or an authorized Microsoft distributor. The SIP service may be purchased from BT under separate terms or from another provider providing SIP services.
- 1.3** This Part A sets out the specific terms and conditions applicable to the Service, and Part B sets out the service description and the terms relating to how BT manages the Service.
- 1.4** This Schedule will not apply for the provision of any other services provided by BT (including the Enabling Services) as such services will be governed by their separate terms and conditions.

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

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

#### 3. GENERAL CUSTOMER OBLIGATIONS

- 3.1** The Customer will:
- 3.1.1** provide contact details for all individuals who will be the Customer's authorised administrators, authorised to make service requests on behalf of the Customer. The Customer is responsible for training its Customer authorised administrators on how to interface with the Service;
  - 3.1.2** provide any necessary company information to the issuing authority of any required public (external) certificates;

- 3.1.3** ensure, at its own expense that its personal computers, mobile devices, handsets, headsets, webcams or accessories which may be required to access the Service are of sufficient technical specification to meet the requirements for the client applications as specified by Microsoft on its website;
- 3.1.4** ensure that Users have the appropriate client(s) installed on their desktop/mobile device(s);
- 3.1.5** provide all information reasonably required by BT to provide the Service including any agreed integration with the Customer's own applications or voice services. The Customer is responsible for providing and maintaining any such application(s) and for providing access to it as required by BT for the entire duration of the Service;
- 3.1.6** the creation and maintenance of all Customer information and ensuring that the Customer complies with any Applicable Law relevant to the provision of such customer information to BT;
- 3.1.7** provide Teams access to enabled Users for all SKUs and/or the Operator Connect service;
- 3.1.8** ensure regulatory compliance of any network and/or voice services that are used in combination with the Service;
- 3.1.9** payment of all PSTN, SIP Trunking or mobile charges incurred when using the Service;
- 3.1.10** without undue delay provide BT with any information or assistance reasonably required by BT to enable it to comply with Applicable Law and perform its obligations hereunder with respect to the Service;
- 3.1.11** in jurisdictions where an employer is legally required to make a disclosure to its Users and employees in relation to the Service:
  - (a)** inform Users (individually or via local workers councils depending on Applicable Law) that as part of the Service being delivered by BT, BT may monitor and report the use of any targeted applications;
  - (b)** ensure that Users have consented or are deemed to have consented to such monitoring and reporting (where such consent is legally required); and
- 3.1.12** be responsible for its Content and that of its Users (including any Content hosted by the Customer or any User on behalf of third parties).
- 3.2** By purchasing the voice capability Service components set out in SKU3 and SKU4, the Customer confirms and agrees that:
  - 3.2.1** the Service may not offer all of the features generally expected from a conventional phone line;
  - 3.2.2** the Service may sometimes be unavailable as a result of things over which BT has no control, for example, the weather, power disruptions and failures of the Customer's internet service provider (ISP) or broadband connection and that in such circumstances all services will also be unavailable;
- 3.3** The Customer is responsible, at its own expense, for obtaining and correctly maintaining, all licenses for Microsoft Teams described in Part B.
- 3.4** The Customer is also responsible for:
  - 3.4.1** User administration of its active directory and Microsoft 365 tenant and providing helpdesk support for its Users;
  - 3.4.2** providing BT with the relevant access rights and appropriate licenses within Microsoft 365 relevant to the Service that is being provided by BT as outlined in the Customer Service Plan;
  - 3.4.3** the provision, licensing, deployment, administration, management and maintenance of User devices and all call costs;
  - 3.4.4** providing all level 1 support service desk functions including all direct interaction with its Users;

**3.4.5** providing BT with all necessary certificates required to run and manage the Service which includes on-premise devices.

**3.5** BT shall not be liable for any issues in relation to the Services or damages arising out of or related to any failure of the Customer to comply with this Paragraph 3.

#### **4. CUSTOMER EQUIPMENT AND SITE REQUIREMENTS**

**4.1** The Customer will:

**4.1.1** provide BT with any information reasonably required, including information in relation to health and safety and the environment, without undue delay, and the Customer will ensure that the information is accurate and complete;

**4.1.2** monitor and maintain any Customer equipment connected to the Service or used in connection with a Service;

**4.1.3** ensure that any Customer equipment that is connected to the Service or that the Customer uses, directly or indirectly, in relation to the Service:

- (a)** is adequately protected against viruses and other breaches of security;
- (b)** will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
- (c)** is 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;

**4.1.4** immediately disconnect any Customer equipment, or advise BT to do so at the Customer's expense, where the Customer's equipment:

- (a)** does not meet any relevant instructions, standards or Applicable Law; or
- (b)** contains or creates material that is in breach of the Acceptable Use Policy and the Customer is contacted by BT about such material,

and redress the issues with the Customer equipment prior to reconnection to the Service.

**4.1.5** for Sites not under BT's control, get all the consents, licences, permissions and authorisations BT and the Customer need and keep them up to date so BT can provide the Service at the Sites, including for:

- (a)** making alterations to buildings;
- (b)** getting into property;
- (c)** dealing with local authorities, landlords or owners;
- (d)** installing equipment; and
- (e)** using the Service over the Customer's network or at a Site;

**4.1.6** provide BT, or third parties acting on BT's behalf, with access to any Site(s) during Business Hours, or as otherwise agreed in an Order, to enable BT or its third parties, to set up, deliver, manage, maintain and restore the Service.

#### **5. PASSWORDS, AUTHORISED USERS AND SECURITY**

**5.1** The Customer is responsible for the proper use of any usernames, personal identification numbers and passwords or similar used in conjunction with the BT Equipment or the Service, and the Customer will take all necessary precautions to ensure that the foregoing are kept confidential, secure and not made available to unauthorised persons.

**5.2** The Customer will distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service.



- 5.3 The Customer will promptly terminate access of any person who is no longer an authorised User.
- 5.4 The Customer will promptly inform BT if an 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.
- 5.5 The Customer will change any or all passwords or other systems administration information used in connection with the Service if BT asks Customer to do so in order to help safeguard ensure the security or integrity of the Service.
- 5.6 The Customer will not allow any specific User license to be used by more than one User unless it has been reassigned in its entirety to another User.

## **6. IP ADDRESSES, DOMAIN NAMES AND TELEPHONE NUMBERS**

- 6.1 Except for IP Addresses and telephone numbers expressly registered in the Customer's name, all IP Addresses and Domain Names and telephone numbers made available by BT with the Service will at all times remain BT's ownership or the ownership of BT's suppliers and are non-transferable.
- 6.2 All the Customer's rights to use BT IP Addresses or BT Domain Names or telephone numbers will cease on termination or expiration of the Service.
- 6.3 The Customer warrants that they are the owner of, or are authorised by the owner of, the trade mark or name that the Customer wishes to use as Customer's Domain Name.
- 6.4 The Customer will pay all fees associated with registration and maintenance of the Customer's Domain Name, and will reimburse BT for any and all fees that BT pays to any applicable Regional Internet Registry, and thereafter pay such fees directly to the applicable Regional Internet Registry.

## **Section B Acceptable Use Policy**

### **7. INTRODUCTION**

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

### **8. USE OF THE SERVICE**

- 8.1 The Customer will not use the Service in breach of Applicable Law or in any way that is considered to be:
  - 8.1.1 detrimental to any person or in a manner which violates or otherwise encroaches on the rights of others (including rights of privacy and free expression); and
  - 8.1.2 detrimental to the provision of services to the Customer or any other BT customer.
- 8.2 The Customer will not use the Service to intentionally take, or attempt to take, any action that could:
  - 8.2.1 transfer files that are, contain or are made up of viruses, worms, Trojans, distributed denial of service, any back door or time-bomb or other harmful programmes or software designed to violate the security of BT, any other person or company; or
  - 8.2.2 prevent, block or obstruct access to any programme installed on, or data saved in, any computer or damage or harm the operation of any of these programmes or the reliability or accuracy of any of this data.
- 8.3 Unless agreed in writing with BT:
  - 8.3.1 the Customer will only use the Services for the commercial and business purposes for which they have been designed; and
  - 8.3.2 the Customer will not modify, amend, change, reconfigure or otherwise repurpose all or any part of the Services for uses other than those pursuant to paragraph 8.3.1 above.

## 9. USE OF MATERIALS

- 9.1** The Customer will not create, download, receive, store, send, publish, transmit, upload or otherwise distribute any material, including information, pictures, music, video or data, that is considered to be:
- 9.1.1** harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;
  - 9.1.2** promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;
  - 9.1.3** in breach of the intellectual property rights of BT or any other company or person, for example by using, distributing or copying protected or 'pirated' material without the express permission of the owner;
  - 9.1.4** in breach of the privacy or data protection rights of BT or any other person or company; or
  - 9.1.5** in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.
- 9.2** The Customer will ensure that all material that is derived from the machines or networks that it uses in connection with the Service is not in breach of this AUP.

## 10. SYSTEMS AND SECURITY

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

## Section C Compliance and Regulation

### 11. ACCESS TO EMERGENCY SERVICES

- 11.1** This Schedule does not include the terms and conditions for purchasing the voice service that can be provided in conjunction with the Service, and that will allow access to emergency services. If the Customer requires BT to provide also the outbound telephone calls, the Customer will need to contract separately one of the BT available voice services (e.g. BT SIP). In case the Customer uses the voice service of a third party, the Customer acknowledges and accepts:
- 11.1.1** that BT will not be responsible for any aspect related to the provision of the voice service, including with no limitation providing access to emergency services;

- 11.1.2 that it must secure that the voice service it gets from the third party is fully compliant with the applicable voice services regulation including access to emergency services, compliance with CLI rules or legal interception and data retention provisions; and
  - 11.1.3 to hold BT harmless for any damage of any type it may suffer for breach of regulation by this third party supplier.
- 11.2 With respect to the Service used in the United States:
  - 11.2.1 the Customer is the manager, operator or installer of its Multi Line Telephone System (MLTS) and bears the compliance responsibilities associated with the installation, management and operation of its MLTS, unless specific compliance support is ordered by the Customer from BT on additional terms applicable to such compliance support;
  - 11.2.2 If the Service involves a delegation of management and administration responsibility to BT then it is the Customer's responsibility to provide necessary assistance as requested by BT to configure the system to comply with emergency access;
  - 11.2.3 in case BT requires 911 software to be loaded on a User's laptop, the Customer will ensure said application is duly loaded;
  - 11.2.4 the Customer must provide and populate the User's dispatchable address location information. Failure to do so will cause the emergency call to be routed to an operator which will trigger a charge that will be passed to the Customer;
  - 11.2.5 emergency calls using 911 from mobile devices must be configured so that the emergency call will be routed via the mobile carrier's network; and
  - 11.2.6 where the Customer does not use the BT recommended solution, the Customer will perform its own compliance with applicable emergency access rules, provides incorrect or inadequate information, or there is an inherent limitation in the Customer-owned system the Customer will indemnify BT from any claims resulting from failure by the Customer to comply with applicable laws relating to 911 emergency service calling.

## 12. EXPORT OF CONTENT USING CLOUD SERVICES

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

## Section D Charges, Subscription Term and Termination

### 13. CHARGES

- 13.1 The Customer will pay the Charges for the Service and any optional features (including upgrades and re-configuration) as specified in the Order.
- 13.2 In addition to the Charges set out in the Order, the Customer may be liable for the following additional Charges:
  - 13.2.1 Charges for (de-)commissioning the Service outside of Business Hours;
  - 13.2.2 Charges for expediting provision of the Service at Customer's request after BT has informed Customer of the delivery date;
  - 13.2.3 Charges for investigating Customer reported Incidents where BT finds no Incident or that the Incident is outside the Service Management Boundary;





- 13.2.4 Charges for restoring Service if the Service has been suspended by BT in accordance with the terms of the Governing Agreement; and
- 13.2.5 Charges per element re-configured after the Operational Service Date must be agreed and documented in a new Order.

#### 14. SUBSCRIPTION TERM AND TERMINATION

- 14.1 The Order sets out any Subscription Term (also called "**Minimum Period of Service**") applicable to the Service, as well as any associated volume commitments, invoicing terms and the termination Charges that are specific to the Service.
- 14.2 Unless otherwise agreed to the contrary, following the expiration of the Subscription Term, the Service shall continue unless and until terminated in accordance with the terms of the Governing Agreement referenced in the Order.

#### 15. END OF SERVICE

- 15.1 On termination of the Service, Customer will:
  - 15.1.1 retrieve all Customer data from the Service;
  - 15.1.2 provide BT with all assistance necessary to remotely decommission all network and applications supporting the Service at each customer Site(s);
  - 15.1.3 return to BT the software or intellectual property provided by BT and all copies of such.
- 15.2 On termination of the Service BT will:
  - 15.2.1 decommission all network and applications supporting the Service at each Customer Site(s);
  - 15.2.2 where permitted under applicable mandatory law, delete any Content, including stored logs or any configuration data.

### Section E Service Levels and Service Credits

#### 16. INTRODUCTION

- 16.1 BT will use its reasonable endeavours to achieve the service levels ("**Service Levels**") applicable to the Service. If BT fails to achieve a Service Level, the Customer may claim associated service credits ("**Service Credits**").
- 16.2 The **Reporting Period** is monthly.
- 16.3 **Downtime** is the period of time which a qualifying Priority 1 Incident(s) exists.
- 16.4 Service Levels only apply to events occurring within the Service Management Boundary.
- 16.5 Service Levels and Service Credits only apply to the Service components of SKU3 and SKU4 set out in paragraph 17.1.3.
- 16.6 BT will calculate the Service Levels over the Reporting Period on a per Order basis and provide the Customer with detailed reporting on achievement.

#### 17. SERVICE AVAILABILITY SERVICE LEVEL

- 17.1 Service Availability is measured on the Service components set out in paragraph 17.1.3 across a Reporting Period. For the purposes of calculating the monthly uptime percentage for a Service, Downtime minutes commence from the point at which a relevant Incident is logged by the BT Service Desk and ends when the Customer is notified that the Incident has been resolved.
  - 17.1.1 Only BT's measurements shall be used to calculate Service Credits.
  - 17.1.2 The monthly uptime percentage is calculated based on the following formula for each Service:

$$\left( \frac{\text{Available Minutes} - \text{Aggregate Incident Downtime Minutes}}{\text{Available Minutes}} \right) \times 100\%$$

- (a) Where, for the relevant Service component set out in paragraph 17.1.3, measured and reported by BT:

Monthly uptime percentage Service Level	Service component
99.99%	Where BT has provided dual Cloud Voice Gateways in each region
99.7%	Where BT has provided single Cloud Voice Gateway in each region.
99.0%	Where Customer has elected/ provided On-Premise Gateway at single site with internet and pstn connectivity from local provider subject to the appropriate maintenance service with the hardware provider providing 24hour x7days coverage with a 4 hours replacement.

- (b) Available minutes = (Total Minutes in the Reporting Period – Any pre-agreed interruption to the Service) x Number of Users reported as registered for the Service in the relevant Reporting Period.
- (c) Incident Downtime minutes = duration of an Incident causing Downtime x number of Users affected.
- (d) Aggregate Incident Downtime minutes = total of Incident Downtime minutes for Incidents occurring in the Reporting Period.

### 17.1.3 Incidents Included in Downtime Calculation

If the following conditions are met (for the relevant Service), an Incident will contribute to Downtime:





## BT One Cloud Microsoft Teams Service Schedule

### Part A – Service Terms

Service component	Components / Functions	Condition	Likely Incident Priority Level
<b>BT configuration of Teams Tenant</b>	User configuration Dial plan Telephony elements (response groups; hunt groups)	All Users globally, all Users in a single region, or Users at two or more Sites with independently provided internet service (that BT has confirmed is functioning properly) are unable to access these functions due to BT's misconfiguration of any of the Teams configuration settings listed in this row.	Priority 1 Incident
<b>BT provided virtual session border controllers (SBCs)</b>	MS Data Center Azure Hosting Cloud SBC virtual machine Connection to public internet (not dedicated) <ul style="list-style-type: none"><li>o Connection to BT SIP</li><li>o Connections to Teams clients</li></ul> Azure Private Network Connection to Customer's Microsoft 365 tenant One Voice operations center (OVOC)	All Users globally, all Users in a single region, or Users at two or more Sites with independently provided internet service (that BT has confirmed is functioning properly) are unable to access these functions due to outage of BT provided or managed SBC.	Priority 1 Incident
<b>BT provided SIP Platform</b>	Provides inbound and outbound SIP connectivity to PSTN (in countries supported by BT) Interconnected network of SBCs connected over BT MPLS or internet Per-country connections to local carrier (could be multiple countries) Accepts direct routing requests from/to Teams clients and the PSTN or mobile	All Users globally, all Users in a single region, or Users at two or more Sites with independently provided internet service (that BT has confirmed is functioning properly) are unable to access these functions due to outage of BT provided SIP Platform.	Priority 1 Incident



Service component	Components / Functions	Condition	Likely Incident Priority Level
	MS Data Center Azure Hosting Cloud Connection to public internet (not dedicated) <ul style="list-style-type: none"><li>○ Connection to local PSTN network</li><li>○ Connections to Teams clients</li></ul> Azure Private Network Connection to Customer's Microsoft 365 tenant One Voice operations center (OVOC)	All Users at the site where On-Premise Gateway is installed with independently provided internet service and local PSTN network contracted directly with local providers by customer (that Customer has confirmed is functioning properly) are unable to access these functions due to outage of BT managed gateway.	Priority 1 Incident

Monthly uptime percentage performance by Service and fault type is measured by BT and this data is provided in reports to the Customer per Reporting Period.

### 17.1.4 Incidents Excluded from Downtime Calculation

Where the root cause of an Incident is traced to one of the following Service components, the Incident will not be included in the calculation of Downtime:

Service component	Components / Functions	Condition	Likely Incident Priority Level
<b>Teams User license and Microsoft-hosted Teams Tenant</b>	Customer supplied Microsoft User license Microsoft hosted Teams application tenant located in redundant Azure Data Centers	Teams functionality that should accompany User license is not available	No associated priority level; BT will assist in raising an incident ticket with Microsoft, but BT is not responsible for Microsoft-provided or hosted components
<b>Local Carriers or any third party voice platforms</b>	Porting of direct inward dialing from other carriers Rental of direct inward dialing Billing of usage-based Charges Incident management of BT-escalated local Incidents	Outage/unavailability of access circuit or other voice or telephony functionality not directly provided as part of BT SIP Platform (i.e. repair responsibility resides with a third-party local access carrier).	Priority 2 Incident
<b>BT provided Monitoring Tool</b>	QoS reporting of trend analysis and Incident root-cause analysis engine Customer-facing dashboard Group policy management of endpoints Hosted by BT's vendor Internet connection to Teams Tenant Internet connection to Teams clients	One or more Users unable to access reporting dashboard or other included function not available	Priority 3 Incident

### 17.2 Availability SLA Credit

**17.2.1** In the event of a Service Availability failure on a Service component set out in paragraph 17.1.3, the Customer is entitled to claim the following Service Credits:

Monthly uptime percentage for relevant Service	Service Credit due Calculated as a percentage of the monthly recurring on-demand Charges for the Service (i.e. the then-current aggregate per-User-per-month Charges of the Users impacted)
< 99.99% (dual Cloud Voice Gateways per region Or < 99.7% (single Cloud Voice Gateways per region) Or < 99.0% (On-Premise Gateway per site)	5%
< 99.0% (dual Cloud Voice Gateways per region Or < 97.0% (single Cloud Voice Gateways per region) Or < 95% (On-Premise Gateway per site)	7%
< 97.0% (dual Cloud Voice Gateways per region Or < 95% (single Cloud Voice Gateways per region) Or < 90% (On-Premise Gateway per site)	10%
< 70.0% (dual Cloud Voice Gateways per region Or < 50% (single Cloud Voice Gateways per region) Or < 50% (On-Premise Gateway per site)	100%

### 18. GENERAL SERVICE CREDIT EXCLUSIONS

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

**18.2** Service Levels and/or Service Downtime will be excluded:

- 18.2.1** where the acts or omissions of the Customer or any third party (excluding BT's suppliers) lead to BT not being able to provide all or part of this Service; e.g. changes or alterations made other than by BT to the Service or to BT equipment, connections, routing plan, applications or test equipment, or the mapping of applications;
- 18.2.2** if a third party Enabling Service is not connected or subscribed or functioning, a fault on the Customer's network (however supplied and managed), the Customer's Equipment (including configuration) or on any third-party software or service not provided and/or managed by BT under the terms of this Schedule such as the licences used for Microsoft Teams and application, operating system, the application software or a Customer web application;
- 18.2.3** for any faults caused by the Customer's use or management of the Service or not subscribing to appropriate maintenance service for any third party equipment, software or service owned or subscribed by customer ;
- 18.2.4** if BT is awaiting information from the Customer or awaiting confirmation by the Customer that the Service has been restored;
- 18.2.5** for any Qualifying Incident not reported in accordance with the incident reporting procedures notified by BT to the Customer or where Priority 1 Incident tickets are opened erroneously;
- 18.2.6** for any cause beyond BT's reasonable control as set out in the Governing Agreement or this Schedule;

- 18.2.7** during any period of Planned Maintenance, emergency maintenance or agreed changes on the Service by BT unless the service outage time exceeds the time estimation communicated to the Customer;
  - 18.2.8** during any trial period of the Service or during any period of maintenance by the Customer or it's third party on Customer's equipment, third party software or third party services not provided and/or managed by BT under the terms of this Schedule;
  - 18.2.9** if the Customer asks BT to test the Service although no Incident has been detected and/or reported;
  - 18.2.10** if the Service is suspended due to Customer's breach of its obligations under the Governing Agreement;
  - 18.2.11** faults or omissions of other internet or network service providers or in, equipment, wiring, cabling, software or other services which are not maintained by BT or which are not provided by BT under this Schedule; ;
  - 18.2.12** any faults found to be caused by a virus introduced negligently or otherwise by the Customer onto Customer equipment due to any or all of the following: (i) any Customer employee failing to abide by BT's or the Customer's virus protection policy; (ii) the Customer omitting to implement a virus protection policy.
- 18.3** General Service Credit Limitations
- 18.3.1** Service Credits for all Service Levels will be aggregated and cannot exceed 100% of the cumulative monthly recurring Charges at any affected Site, unless expressly stated to the contrary in the Order.
  - 18.3.2** To qualify for Service Credits, and before any Service Credits can be applied, the Customer must make a claim within 25 days after the end of the month in which the Service underperformed or where a longer time period is required by mandatory local law then the shortest period that can be applied.
  - 18.3.3** Service Credits will be :
    - (a)** paid by deduction from the Customer's invoice within two (2) billing cycles of a claim being received; or
    - (b)** following termination of the Service where no further invoices are due to be issued by BT, paid by BT within two (2) months of a claim being received.

## Section F Data Protection

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

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

- 19.1** BT or its Sub-Processor will Process the Customer Personal Data for the Service as set out in this section 6 for as long as BT provides the Service and for as long as BT may be required to Process the Customer Personal Data in accordance with Applicable Law.

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

- 20.1** The Service provides an enterprise collaboration and conferencing platform via it's supplier Microsoft for the Customer, the Customer customers and third parties to use.
- 20.2** It is the Customer's responsibility to procure the licences required for Microsoft Teams directly with Microsoft and in this respect Microsoft is not acting as a Sub-Processor.
- 20.3** The nature and purpose of the Processing of Customer Personal Data by BT includes:
  - 20.3.1** audio, video and web conferencing – integrated and online with support for Microsoft clients;

- 20.3.2** software provided VoIP for delivering enterprise telephony;
- 20.3.3** group chat that can be integrated with Microsoft Outlook; and
- 20.3.4** federation i.e. communication with other organisations and public instant messaging services.

**20.4** Content generated by the Customer or third party end Users can be of any data category and related to any living Data Subject. This data is controlled by the Customer. BT shares end User ID and associated credentials with Microsoft (and vice versa) to allow for broader integration with the Microsoft Teams mobile application. This sharing of personal information is undertaken to provide connectivity to other devices and Microsoft Teams applications by enabling correct end User authentication ensuring security protocols are maintained. This activity is only undertaken with the Customer's authorisation and control.

## 21. TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS

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

- 21.1.1** website or IP address;
- 21.1.2** name;
- 21.1.3** address;
- 21.1.4** telephone number;
- 21.1.5** email address;
- 21.1.6** job title;
- 21.1.7** company name;
- 21.1.8** contact records;
- 21.1.9** usage records (call, collaboration, and messaging activity);
- 21.1.10** identity management (User profiles including User IDs and passwords); and
- 21.1.11** call recordings

This list is not exhaustive as the Customer will specify what Customer Personal Data is Processed.

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

- 21.2.1** Customer's end Users, customers or third parties;
- 21.2.2** Customer's employees, directors and contractors; and
- 21.2.3** any Data Subject (as controlled by the Customer).

This list is not exhaustive as the Customer will specify any other categories of Data Subjects.

## Section G Defined Terms and Abbreviations

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

**"Acceptable Use Policy"** means the policy as set out at Part A, Section B.

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

**"Access Line"** means a Circuit connecting the Site(s) to the BT Network or POP.

**"Applicable Laws"** has the meaning given to it in the Governing Agreement, as may be amended from time to time.

**"BT Calling Plans"** means BT's Direct Routing and Operator Connect service, allowing Customers to make and receive telephone calls, using BT SIP as a carrier, with SBC infrastructure hosted in the cloud or on the Customer Site.



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

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

**"Business Hours"** means between the hours of 0800 and 1700 in a Business Day at the locality of the specific Site.

**"Channel"** means the SIP channel used to support a single call at any one time.

**"Charges"** means the fees and charges that the Customer pays in relation to Service as set out in this Schedule and any applicable Order.

**"Circuit"** means any line, conductor, or other conduit between two (2) terminals by which information is transmitted, and that is provided as part of the Service.

**"Cloud Voice Gateway"** means a virtual session border controller installed, configured and managed by BT in BT's cloud instance to provide Direct Routing service which can be shared among multiple customers.

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

**"Controller"** shall have the meaning given to it in the GDPR.

**"Core Network"** means BT's network infrastructure between and including the POP, but does not include the Access Line between the Customer's Site(s) and the POP.

**"Configuration Management Database"** means a database used by a Customer to store information about hardware and software assets.

**"Customer handbook"** means a document agreed with the Customer upon completion of the Delivery phase providing Customer specific information relevant to the Service purchased. The Customer Handbook will be prepared by BT during Service Transition with input from the Customer.

**"Customer Personal Data"** means any Personal Data Processed as a Processor by BT in the context of providing the Services under this Governing Agreement.

**"Data Subjects"** shall have the meaning given to it in the GDPR.

**"Delivery"** means the set-up of the Service.

**"Direct Routing"** means BT voice infrastructure to enable the Customer to connect Microsoft Teams to BT SIP/Telephony service.

**"Domain Name"** means a readable name on an internet page that is linked to a numeric IP Address.

**"Enabling Services"** means the services as defined in Part B – Service Description

**"GDPR"** means the General Data Protection Regulation (EU) 2016/679 ("EU GDPR") and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR as applicable to the Processing).

**"Governing Agreement"** means the general terms and conditions which govern this Schedule.

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

**"IP Address"** means a unique number on the internet of a network card or controller that identifies a device and is visible by all other devices on the internet.

**"Microsoft 365"** means a line of subscription services offered by Microsoft, as part of the Microsoft product line. The brand encompasses plans that allow use of the Microsoft Office software suite over the life of the subscription, as well as cloud-based software as a service products for business environments.

**"Microsoft 365 tenant"** means the group of applications hosted by Microsoft dedicated and configured for a single customer that normally resides in a single datacentre.





**"Microsoft Teams"** means a unified communications platform that combines persistent workplace chat, video meetings, file storage, and application integration. The service integrates with the company's Microsoft 365 subscription office productivity suite.

**"Monitoring Tool"** means a Teams voice monitoring solution, giving customers the ability to run and monitor Teams voice and Teams operations at global scale.

**"On-Premise Gateway"** Voice gateways are physical customer owned equipment managed by BT and connected to customer provided / contracted and managed local internet and PSTN network,

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

**"Operator Connect"** means the BT service which allows the Customer to directly enable PSTN calling within Microsoft Teams.

**"Order"** means means an Order that accompanies a Service Schedule for a new Service and contains the Parties agreement on Charges, rate card (where applicable) and any other relevant commercial information related to the Service referred to in the Order.

**"OVOC"** means AudioCodes One Voice Operations Center is a web-based voice network management solution that combines management of voice network devices (audiocodes IP phones, mediapacks, mediants etc) and quality of experience monitoring into a single, intuitive web-based application.

**"Personal Data"** shall have the meaning given to it in the GDPR.

**"Planned Maintenance"** means scheduled maintenance that is planned in advance.

**"POP"** means a point of presence, which is the point where the Access Line terminates and is the demarcation point between the Access Line and the Core Network.

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

**"Processing"** and **"Processor"** shall have the meaning given to it in the GDPR.

**"PSTN"** means Public Switched Telephone Network, which is the concentration of the world's public circuit switched telephone networks.

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

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

**"SIP"** or **"Session Initiation Protocol"** means a signaling protocol used for initiating, maintaining, and terminating real-time sessions that include voice, video and messaging applications.

**"Service Transition"** means the process for onboarding all in-scope Users, as well as configuration and go-live of all other related in-scope Service components.

**"SKU"** means Stock Keeping Unit or product variant.

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

**"Sub-Processor"** means a BT Affiliate or BT's supplier or subcontractor that BT engages to Process Customer Personal Data for the purposes of this Governing Agreement.



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

**“Teams”** means a collection of people, content, and tools surrounding different projects and outcomes within an organization. Teams can be created to be private to only invited Users. Teams can also be created to be public and open and anyone within the organization can join (up to 2500 members).

**“Teams Channel(s)”** means dedicated sections within Teams to keep conversations organised. Teams Channels are places where everyone on the Team can openly have conversations. Private chats are only visible to those people in the chat.

**“Teams Tenant”** means a Teams application which is part of the Microsoft 365 suite of applications and resides within Microsoft 365 tenant.

**“User”** means any person who is permitted by the Customer to use or access a Service.