



1 Definitions and Abbreviations

The following definitions and abbreviations shall apply, in addition to those in the General Terms and Conditions of the Agreement. In the case of conflict between these defined terms and the defined terms in the General Terms and Conditions, these defined terms will take precedence for the purposes of this Schedule.

"Access Line" means a circuit connecting the Site(s) to the BT Network.

"Admin Self-Serve" means a Customer portal that has the self-service functions described in Paragraph 17.

"Analogue Telephony Adapter" means a device located at the 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 devices, a maximum of one IP SIP or SCCP handset is permitted and up to 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 one Unified Messaging. A list of supported devices shall be set out on the Order.

"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.

"Basic Rate Interfaces (BRI)" means a telecommunications interface standard used on an Integrated Services Digital Network (ISDN).

"Base User" means a User with a single voice device only, with Jabber IM&P, (no voice). See the One Cloud Cisco Annex for a list of supported devices.

"BT Equipment" means any equipment and any related Software that BT owns or that is licensed to BT and that BT uses to provide the Service.

"BT IP Connect" means BT's MPLS, (Multiprotocol Label Switching), Virtual Private Network.

"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 an allowance that the Customer is entitled to exercise during the Minimum Period of Service, such that the Customer is unilaterally permitted to cease up to 10 percent of the then total Contracted User Volumes (Anywhere Users, Collaborate Users, Voice Users and Base Users only) per Contract Year without any Termination Charges. For any User volumes that are ceased over and above the Cessation Allowance Termination Charges will apply as specified in Paragraph 12.

"Cisco Unified IP Phone" means an Internet Protocol telephone manufactured by Cisco.

"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. A list of supported devices shall be set out on the Order.

"Contract Year" means (a) for the purposes of the Cessation Allowance each consecutive rolling period of 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 Termination Charges each consecutive rolling period of 12 months starting from the Operational Service Date of each Site installed (or the date specified in the Order, if later).

"Contracted User Volume" means a) for the first Contract Year the total number of Anywhere Users, Collaborate Users, Voice Users and Base Users set out in the initial Order that the Customer has committed to; and b) for all remaining Contract Years the total number of Anywhere Users, Collaborate Users, Voice Users and Base Users at the start of that Contract Year.

"Corporate Directory" means a Customer owned employee database.

"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.

"DAP" means Delivered at Place as defined in Incoterms® 2010.

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

"Emergency Services" means the ability for Users to place a call to a public emergency system.

"Ethernet" means a family of computer networking technologies for LANs.

"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.



BT One Cloud Cisco Service Schedule

BT Contract Reference:

Customer Contract Reference (optional):

- "Features"** means the components that make up the Service as described in Paragraph 16.
- "Group Unified Messaging"** means a voice mail and unified messaging application accessible by multiple Users.
- "Google Applications"** means applications developed by Google such as e-mail and Google Chrome.
- "Google Apps Integration"** means the ability to integrate with Google Apps on a per User basis.
- "Headsets"** means a set of headphones, typically with a microphone attached, used with an IP handset.
- "IM&P"** means instant messaging and presence.
- "Incident"** means an unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.
- "Incoterms® 2010"** means the International Commercial Terms, which are a series of pre-defined commercial terms published by the International Chamber of Commerce and are a trademark of the International Chamber of Commerce.
- "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.
- "IP Handsets"** means any IP telephone that's compatible with the Service.
- "Internet"** means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.
- "Internet Protocol"** or **"IP"** means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data, and for relaying datagrams across network boundaries.
- "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.
- "Jabber Clients"** means a Cisco software application which enables IM&P communication and Voice calling from a mobile phone, lap top or tablet.
- "LAN"** means a local area network.
- "LAN Switch"** means is networking hardware that connects devices on a computer network by using packet switching to receive and forward data to the destination device.
- "LBIBO"** means local break-in and break-out for incoming and outgoing calls.
- "Maintenance"** means any work on the BT Network or Service, including to maintain, repair or improve the performance of the BT Network or Service.
- "Media Access Control"** means a sublayer of the data link layer in the seven-layer OSI network reference model and is responsible for the transmission of data packets to and from the network-interface card, and to and from another remotely shared channel.
- "Minimum Period of Service"** 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 28 day minimum term, with the exception of One Cloud Monitoring which has a 365 day minimum term, and all Service Options require a minimum 28 day advance cease notification. Any Service Option selected for a period of fewer than 28 days will be chargeable on the basis of a minimum 28 days of usage.
- "Multi-Site"** means Service to more than one Site.
- "MAC"** means a Media Access Control address.
- "One Cloud Cisco"** has the meaning given to it in Paragraph 2.1.
- "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 Operator Console provides a client for accessing the Corporate Directory and monitoring the line state for specific Users. The Operator 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.
- "PBX"** means Private Branch Exchange.
- "PBX Equipment"** means Private Branch Exchange hardware
- "Planned Maintenance"** means any Maintenance BT has planned to do in advance.



“**Primary Rate Interfaces (PRI)**” means the telecommunications interface standard used on an Integrated Services Digital Network (ISDN) for carrying multiple voice and data transmissions between the network and a user.

“**PSTN**” means the public switched telephone network.

“**PTSP**” means Public Telecommunications Service Provider, which is a provider of telecommunications services but excludes BT for the purposes of this Schedule.

“**Purchased Equipment**” means any equipment, including any Software, that BT sells or licenses to the Customer.

“**RedSky**” is a software company that provides on-premise and cloud-based E911 solutions by finding Users location and routing their 911 call to the nearest Public Safety Answering Point (PSAP).

“**Service**” means One Cloud Cisco.

“**Service Desk**” means the helpdesk that the Customer is able to contact to submit service requests, report incidents and ask questions about the Service.

“**Service Management Boundary**” or “**SMB**” means the demarcation point up to which BT will manage the Service, as described in Paragraph 7.

“**Service Options**” means those options selected by the Customer in the Order, which includes Anywhere User, Collaborate User, Voice User, Base User, Virtual User, One Cloud Cisco Trunk Channel Services, Unified Messaging, Auto Attendant, Operator Console, Internet Service Access and One Cloud monitoring.

“**Site**” means the Customer’s 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.

“**Supplier Software**” means any Software provided by Cisco for use with the Service.

“**TDM**” means Time Division Multiplex.

“**Telepresence Service**” means a Telepresence Suite capability (requires a Collaborate User or Anywhere User in addition to a Telepresence Service).

“**Telepresence Suite**” means a set of connected hardware that enables a User/set of Users to manage, deploy, and schedule meetings.

“**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 Communications**” means the integration of real-time, enterprise, communication services with non-real-time communication services.

“**Unified Messaging**” means a voice mail and unified messaging application with a comprehensive feature set.

“**User(s)**” 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.

“**Virtual Private Network**” or “**VPN**” means a data network that appears private to Users while being provided over network infrastructure that is shared with other customers.

“**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-over-Internet Protocol**” or “**VOIP**” means delivery of voice and multimedia communications over Internet Protocol.

“**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). A list of supported devices shall be set out on the Order.

“**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.

“**Territory**” means the country in which BT is registered as resident for corporate income tax purposes.

“**WAN**” means wide area network.

2 Service Description

- 2.1 BT will provide the Customer with a managed network service enabling the Customer to consolidate their voice and data capabilities using hosted call and other application servers to further the utilisation of the data network by providing voice and unified collaborations services (“**One Cloud Cisco**”).
- 2.2 One Cloud Cisco 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 by the Customer through the Admin Self Serve or agreed between



the parties as required. 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 3, 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; and
- (c) use the Service, rather than using lines, as the media path beyond the VoIP platform that is provided by the Customer's existing WAN and LAN.

2.3 The Service allows access to Emergency Services in accordance with Paragraph 4.

2.4 The One Cloud Cisco Trunk Channel Service terminates on Voice Gateways that convert IP signalling and media transport to traditional signalling and media paths (TDM or analogue) which are then connected to PBX's. The Service allows Customers 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.

2.5 The Customer needs either an IP Handset or a jabber client to use the 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.

2.6 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. The Customer also accepts that where calls are passed to another operator BT accepts no responsibility for the onward operator's treatment of the CLI.

2.7 If the Customer orders the integrated One Cloud Cisco and One Cloud Microsoft Service then the terms for that Service are set out in the Appendix 2 of this Schedule.

3 Headsets, IP Headsets and LAN Switches

3.1 Where the Customer is provided with an inclusive IP Handset, Headset or LAN Switch as specified in the Order, these will be provided as Service is rolled out on the following basis:

- (a) The scope of the IP Handsets, Headsets or LAN Switches will only apply to the Contracted User Volumes in the initial Order;
- (b) The IP Handsets, Headsets or LAN Switches 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; and
- (c) All IP Handsets, Headsets and LAN Switches 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.

3.2 IP Handsets are not provided with power adapters as the assumption is that they are powered Ethernet.

3.3 Delivery of the IP Headsets, Handsets and LAN Switches

- (a) IP Handsets, Headsets and LAN Switches that are provided inclusive of this Service on the Order will be Purchased Equipment for the purposes of this Agreement.
- (b) The Customer will provide BT with the name and contact details of at least one individual who is responsible for receiving the Purchased Equipment at the Site(s).
- (c) Where a Site is located in the Territory, or the Territory is a member of the EU Customs Union and a Site is located within the EU, BT will dispatch any Purchased Equipment for delivery to the applicable Site as set out in any applicable Order.
- (d) Where a Site is located outside the EU and not in the Territory, or within the EU and the Territory is a not member of the EU Customs Union, the Purchased Equipment will be delivered in accordance with Incoterms® 2010 DAP; meaning that:
 - (i) the Customer will act as the importer of record, clear the Purchased Equipment through the applicable customs authority in the destination country and be liable for any import tax, duty or excise duty incurred, and, if requested by BT, provide authorisation as soon as practicable, authorising BT or BT's agent to carry out BT's obligations as shipping agent. If the Customer cannot give BT such authorisation, the Customer will fulfil the shipping agent obligations on BT's behalf at the Customer's own cost; and
 - (ii) subject to the Customer's compliance with Paragraph 3.3(d)(i):



- i. BT will deliver any Purchased Equipment to the applicable port of entry in the destination country in accordance with Paragraph 3.3(c); or
 - ii. if agreed between BT and the Customer in any applicable Order, BT will arrange shipping services to deliver the Purchased Equipment to the final destination address(es) as set out in any applicable Order.
- (e) Where the Territory is a member of the EU Customs Union and a Site is located within a country in the EU other than the Territory, BT will not sell the Customer the Purchased Equipment if the Customer is not VAT-registered in the delivery country.
- (f) In order to provide the Customer with the Purchased Equipment as set out in the Order, BT may transfer the provision of Purchased Equipment outside the Territory to a BT Affiliate or a third party.

3.4 **Transfer of Title and Risk**

- (a) Where the Purchased Equipment is delivered to a Site that is located within the Territory:
- (i) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to the Customer upon delivery;
 - (ii) where BT delivers the Purchased Equipment, risk will pass to the Customer on delivery of the Purchased Equipment, but the Customer will not be liable for any loss or damage that is caused by BT's negligence; and
 - (iii) where BT does not deliver the Purchased Equipment, risk will pass to the Customer when the Customer takes possession of the Purchased Equipment.
- (b) Where the Purchased Equipment is delivered to a Site that is not located within the Territory:
- (i) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to the Customer upon dispatch from the final shipping point in the Territory (or in transit where shipped from outside the Territory); and
 - (ii) risk in the Purchased Equipment will pass to the Customer in accordance with Incoterms® 2010 DAP, but the Customer will not be liable for any loss or damage that is caused by BT's negligence.

3.5 **Acceptance of Purchased Equipment**

- (a) Where a Site is located within the Territory, BT will treat the Purchased Equipment as accepted when the Customer take delivery or possession of the Purchased Equipment.
- (b) Where a Site is not located within the Territory, BT will treat the Purchased Equipment as accepted on signature for the delivery at the port of entry, or at the final delivery address(es) that BT has agreed with the Customer where BT are shipping the Purchased Equipment.

4 Emergency Services

- 4.1 The Service allows access to Emergency Services via whichever break-out mechanism is deployed (LBIBO or CBIBO).
- 4.2 The Customer's access to Emergency Services will be in accordance with 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 and provides reasonable cooperation with instructions provided by BT for compliance with applicable emergency access rules, then BT will route the call as dialled to the appropriate Emergency Services. For Service in the United States Paragraph 4.4 also applies; or
 - (b) if the Customer has selected the LBIBO option as set out in the Order, the Customer will utilise a PTSP's services for the purpose of inbound and outbound public calling. The Customer will ensure that the outbound public calling includes 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 unless otherwise required by applicable law. The Customer will ensure it complies with Paragraph 6.5.
- 4.3 The ability for Users to call the Emergency Services is dependent on:
- (a) the LAN, WAN or voice terminals being used;
 - (b) the 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.
- 4.4 Additional CBIBO Emergency Calling Requirements for Service in the United States:
- (a) To use the Supplier Software by RedSky the Customer will ensure that a User's laptop has the RedSky "My E911" application loaded.



- (b) Where the RedSky app is not populated with a User's dispatchable address location information the 911 call will be routed to a RedSky operator and the Customer will be responsible for the charges incurred for such routing.
- (c) The routing of E.911 calls from mobile devices using RedSky is out of scope and the native dialler of the device will be used i.e. the call will be routed via the mobile carrier's network.
- (d) Where the Customer does not use RedSky as part of the Service or does not provide reasonable cooperation as set out in Paragraph **Error! Reference source not found.** 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.

5 Service Delivery

- 5.1 BT will use reasonable endeavours to provide the Service by the date or dates agreed with the Customer, but all dates are estimates.
- 5.2 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.
- 5.3 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.
- 5.4 If the Customer exercises its right under Paragraph 5.3, 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 the Charges arising from the amendment.
- 5.5 BT has no obligation to proceed with any amendment requested by the Customer under Paragraph 5.3, 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.
- 5.6 Changes to requirements prior to the Operational Service Date may result in a redesign of the Service and consequently affect delivery dates and Charges.
- 5.7 Changes to Service Options or Features following the Operational Service Date will be subject to the Charges as outlined on the Order.
- 5.8 The Service will include planned engineering works and platform upgrades from time to time which will be done automatically.
- 5.9 The Customer will work with BT to provide accurate order information to enable the timely provision of the Service.

6 Customer Responsibilities

- 6.1 On and from the Operational Service Date, the Customer will:
 - (a) be responsible for obtaining, deploying and maintaining all applications, software and 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, applications and software conform to the current One Cloud Cisco build level and where devices are no longer supported by Cisco 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 including IP Handsets and Headsets provided in accordance with Paragraph 3.1. BT will advise the Customer in advance of any upgrade as to which devices will no longer be supported;
 - (b) 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;
 - (c) ensure that any equipment used for the Service has access to an uninterrupted power supply. Any failure by the Customer to do this may impact Emergency Services call capability as well as any Service provided;
 - (d) 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;



BT One Cloud Cisco Service Schedule

BT Contract Reference:

Customer Contract Reference (optional):

- (e) ensure that the Customer Contact reports Incidents initially to the Service Desk using the agreed reporting procedures, and will be available for all subsequent Incident management communications. The Customer Contact will:
 - (i) be available at all times and provide assistance and information during Service delivery;
 - (ii) be available after the Operational Service Date in accordance with the Total Care Maintenance service; and
 - (iii) take Incident reports from Users, who will not contact BT directly;
- (f) provide accurate location information for all One Cloud Cisco Users, IP devices and One Cloud Cisco Trunk Channel Service terminals. In the case of the latter, the Customer will ensure that PBX extension calls entering the One Cloud Cisco IP Trunk Channel Service option destined for the Emergency Services have an origin appropriate to the Emergency Services recognised origin's geography;
- (g) ensure that any Customer Equipment that is connected to the Service or that is used, directly or indirectly, in relation to the Service is:
 - (i) connected and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
 - (ii) 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
 - (iii) approved and used in accordance with relevant instructions and Applicable Law;
- (h) immediately disconnect any Customer Equipment, or advise BT to do so at Customer's expense, if Customer Equipment does not meet any relevant instructions, standards or applicable law;
- (i) maintain a list of current Users and immediately terminate access for any person who ceases to be an authorised User;
- (j) 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;
 - (iii) satisfy BT's security checks if a password is lost or forgotten; and
 - (iv) if BT requests that the Customer 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.

- 6.2 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.
- 6.3 The Customer acknowledges that the Service does not qualify as a full replacement of a PSTN service and that the Customer's PTSP is responsible for all obligations applicable to the provision of PSTN services.
- 6.4 If the Customer chooses to use the Service 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.
- 6.5 If the Customer uses LBIBO, it is responsible for ensuring that its PTSP 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 PTSP 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).
- 6.6 In jurisdictions where an employer is legally required to make a disclosure to its Users and other employees, the Customer will:
 - (a) inform the Users (individually or via local workers councils depending on applicable law) that as part of the BT Service being delivered by BT, BT may monitor and report to the Customer the use of any targeted applications by them;
 - (b) ensure that the Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required) in accordance with applicable law; and
 - (c) be liable to BT for any claims, losses, costs or liabilities incurred or suffered by BT due to Customer's failure to comply with this Paragraph.
- 6.7 The Customer must comply with one of the BT approved dial plans provided with the Service.

7 Service Management Boundary



BT One Cloud Cisco Service Schedule

BT Contract Reference:

Customer Contract Reference (optional):

- 7.1 The 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 the Customer orders Internet service access, the SMB is the port on the One Cloud Cisco router which connects to the Internet service provider.
- 7.2 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.
- 7.3 BT will not be responsible for the quality of any voice calls made over the Internet Service Access.

8 Other Specific Terms and Conditions

- 8.1 The Service begins on the Operational Service Date of the first Site.
- 8.2 BT may propose changes to this Schedule or the Charges (or both); in the following events:
 - (a) at any time, in case of changes in the applicable laws to ensure compliance with changed applicable laws. BT shall provide a prior written notice without undue delay and where the Customer does not agree to such change the Customer can terminate the Service without liability for either Party and no termination fees are due; or
 - (b) for any renewal of the Services; whereby BT shall provide the Customer a prior written notice at least 90 days before the end of the Minimum Period of Service and each renewal period in which case BT and the Customer will enter into good faith negotiations. Within 60 days of any such notice to amend, the Parties will agree to the BT proposed changes, in which case those changes will apply from the first day of the renewal period. If BT and the Customer have not reached agreement on the BT proposed changes, no renewal for the Service shall be allowed and the Service will automatically terminate at the time of 23:59 at the expiry date of the Minimum Period of Service or a renewal period.

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 of Service, the Customer shall be liable to pay all applicable Termination Charges as calculated in accordance with Paragraph 12 below.

- 8.3 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.
- 8.4 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.
- 8.5 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 six months, and BT reserves the right to do so without notice.
- 8.6 By entering into this Agreement the Customer agrees to the terms of the EULA set out at <http://www.cisco.com/go/eula> ("EULA"). A copy of the current EULA is set out in Appendix 1 to this Schedule. As the Supplier EULA may be amended or updated from time to time by the Supplier for any new Orders, the Customer hereby acknowledges having read and accepted the latest version of this EULA before placing an Order with BT for this Service.
- 8.7 The Customer will enter into the EULA for the Customer's own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between the Customer and the Supplier and the Customer will deal with the Supplier with respect to any loss or damage suffered by either the Customer or the Supplier as such loss or damage will not be enforceable against BT.
- 8.8 The Customer and its Users will observe and comply with the EULA for all use of the Supplier Software.
- 8.9 In addition to any rights of restriction or suspension set out in the General Terms and Conditions, if the Customer does not comply with the EULA;
 - (a) BT may restrict or suspend the Service upon reasonable notice,
 - (b) the Customer will continue to pay the Charges for the Service until the end of the Minimum Period of Service; and
 - (c) BT may charge a re-installation fee to re-start the Service.
- 8.10 Where the EULA is presented in a 'click to accept' function and the Customer requires BT to configure or install Software on the Customer's behalf, BT will do so as the Customer's agent and bind the Customer to the Supplier Terms. For this purpose, the Customer hereby grants to BT a mandate to enter into the EULA in the Customer's name and on its behalf. BT and the Customer may for this also execute a power of attorney as part of the Order.

9 Charges and Payments

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



9.2 The Charges that apply after the expiry of the Minimum Period of Service will also be set out in the Order and may be different to the Charges that apply during the Minimum Period of Service. These revised charges will apply unless and until a new Minimum Period of Service 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 Incidents may occur.
- 10.3 If the Customer reports an Incident with 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 Incident.
- 10.4 If BT does work to correct a reported Incident 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.
- 10.5 In addition to any Maintenance performed during BT's regularly scheduled maintenance windows, BT may carry out Planned Maintenance from time to time and BT will aim to inform the Customer at least:
 - (a) seven days before any Maintenance affecting the BT Network or BT Equipment; or
 - (b) as soon as reasonably possible for any Maintenance to Access Lines provided by BT's suppliers.

11 Failure to Meet Contracted User Volumes

- 11.1 If the Customer cancels or fails to rollout the Contracted User Volumes set out in the initial Order prior to the end of the Minimum Period of Service or by 24 months after the date the initial Order is signed (whichever is earlier), the Customer shall be liable to pay to BT:
 - (a) three months recurring Charges for each User (excluding Virtual Users) not brought into 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 Termination Charges

- 12.1 In the event that the Customer terminates all of part of the Service prior to the expiry of the Minimum Period of Service for convenience or BT terminates all of part of the Service prior to the expiry of the Minimum Period of Service for material breach by the Customer, the 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 of Service, as such termination Charges are calculated from the date the early termination occurs based on the tables below.
- 12.2 If the Customer has been provided inclusive IP Handsets, Headsets or LAN Switches in accordance with Paragraph 3; following shall apply:

	% OF MONTHLY RECURRING PER USER PRICES FOR THE APPLICABLE CONTRACT YEAR				
MINIMUM PERIOD OF SERVICE	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%

12.3 Where a Customer has not been provided with inclusive IP Handsets, Headsets or LAN Switches in accordance with Paragraph 3; following shall apply:

	% OF MONTHLY RECURRING PER USER PRICES FOR THE APPLICABLE CONTRACT YEAR				
MINIMUM PERIOD OF SERVICE	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%

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



- 12.5 On termination of the Service, the 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.

13 End of Minimum Period of Service

- 13.1 After the Minimum Period of Service expires the Service will continue and pricing will change to the pricing specified in the Order for Service provisioning after expiry of the Minimum Period of Service; unless and until a new Minimum Period of Service is agreed in writing.

14 WEEE Directive

- 14.1 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 Agreement that has become waste electrical and electronic equipment ("**WEEE**").
- 14.2 The parties acknowledge that for the purposes of Article 13 this Paragraph 14 is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 14.3 The Customer will be responsible for any information recording or reporting obligations imposed by the WEEE Directive.
- 14.4 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 14 or in connection with the WEEE Directive.

15 Invoicing

- 15.1 With the exception of the calculation of Termination Charges under Paragraph 12 and those charges set out in Paragraph 15.2, all other Charges for the Service are specified within the relevant Order.
- 15.2 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 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;
 - (f) Charges for failure to meet the Contracted User Volumes as set out in Paragraph 11;
 - (g) Any interest or late payments charges due on invoices not paid in accordance with the terms of this Agreement; and
 - (h) any other Charges agreed between the parties.

16 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 automatically answered without user intervention	✓	✓	✓	✓
Blind Transfer	Transfer a call to another users without waiting for them to answer	✓	✓	✓	✓



BT One Cloud Cisco Service Schedule

BT Contract Reference:

Customer Contract Reference (optional):

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
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 the Customer's 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.	✓	✓	N/A	N/A
Extension Mobility Cross Cluster (EMCC)	Login to a physical phone cross cluster.	✓	✓	N/A	N/A
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)	✓	✓	✓	✓



BT One Cloud Cisco Service Schedule

BT Contract Reference:

Customer Contract Reference (optional):

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
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	✓	✓	N/A	N/A
URI Dialing	URI Dialing	✓	✓	✓	✓
Audio Codec support (G.711)	Audio Codec support (G.711)	✓	✓	✓	✓
Audio Codec support (G.729)	Audio Codec support (G.729)	✓	✓	✓	✓

Other Features are available on One Cloud Cisco and a list can be provided on request.

17 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

18 DATA PROCESSING

- 18.1 Applicable terms. The Parties agree that it is anticipated that BT may receive or process Personal Data on behalf of the Customer as a Data Processor in connection to the Service or as a result of the provision of this Service. Any Customer Data is subject to the 'Data' clause as set out in the Agreement.
- 18.2 The nature and purpose of the Processing of Customer Personal Data. This Service provides a cloud based IP Service covering telephony, messaging, conferencing and collaboration. BT provides the managed Service that Processes basic personal information to enable the services selected by the Customer. BT also provides the Customer with access to a Self Service portal and Personal Data such as user IDs and passwords that are controlled by BT. Due to the nature of the Service, Personal Data across all categories could be Processed e.g.: data included within voice mail messages or collaboration session recordings but for these, the Customer is the data Controller.
- 18.3 The types of Customer Personal Data Processed by BT or its Sub-Processors or the Customer will be:
- website or IP address;
 - name;
 - address;
 - telephone number;
 - email address;
 - job title;
 - company name;
 - contact records;
 - usage records (call, internet or router logs);
 - identity management – user profiles; and
 - call recordings;
- 18.4 The Customer Personal Data will concern the following categories of Data Subjects:
- Customer employees;
 - Customer customers or third parties; and
 - any Data Subject (as controlled by the Customer).
- 18.5 These lists are not exhaustive as the Customer will specify what Customer Personal Data is processed.



BT One Cloud Cisco Service Schedule

BT Contract Reference:

Customer Contract Reference (optional):

Appendix 1– Supplier EULA

A. Cisco's EULA



Cisco EULA Nov
2020

To be printed out and initiated at signature.

See also www.cisco.com/go/eula



Appendix 2 – Integrated One Cloud Cisco and One Cloud Microsoft Service

1 Service Description

- 1.1 Subject to meeting the minimum criteria set out in Paragraph 5 of this Appendix 2, BT will provide the Customer with integration between their One Cloud Cisco (**OCC**) and One Cloud Microsoft (**OCM**) Services so Users of OCC and OCM are able to make outgoing calls to E164 numbers (off-net) and to the Customer's other OCC and OCM Users (on-net) and receive incoming calls (both off-net and on-net) as well as allow the Customer to manage both OCC and OCM Users using the Admin Self-Serve portal ("**Integrated Service**").

2 The Admin Self-Serve Portal

- 2.1 Using the Admin Self-Serve portal the Customer can:
- 2.1.1 move Users between their OCC and OCM Services whilst maintaining their public and private numbers;
 - 2.1.2 add, modify and cease OCC Users;
 - 2.1.3 add, modify and cease OCM Users (in accordance with the terms of the Customer's OCM Service); and
 - 2.1.4 add, modify and cease hybrid OCC and OCM Users.

3 Supported Features between OCC and OCM

- 3.1 The following features are supported between OCC and OCM Users:
- 3.1.1 call forward (all calls, on busy, on no answer);
 - 3.1.2 call hold;
 - 3.1.3 call resume;
 - 3.1.4 call waiting;
 - 3.1.5 conferencing;
 - 3.1.6 directory (corporate, personal);
 - 3.1.7 emergency calling;
 - 3.1.8 transfer (blind, consult); and
 - 3.1.9 voicemail access (set up and pilot).

4 Cloud Monitoring

- 4.1 An optional cloud monitoring service is available utilising One Cloud monitoring for OCC and PowerSuite for OCM to provide:
- 4.1.1 OCC platform status, OCC device status and OCC originated call quality; and
 - 4.1.2 OCM originated call quality

5 Minimum Criteria

- 5.1 To be eligible for the Integrated Service the Customer will:
- 5.1.1 in addition to this OCC Service, enter, or have entered, into separate conditions for the OCM Service (;
 - 5.1.2 sign up with a minimum of 5,000 Users in total across the Customer's OCC and OCM Services and this number can only be reduced during the term of the Integrated Service in line with the terms of the OCC and OCM Service; and
 - 5.1.3 of the Customer's total OCC and OCM users the Customer will commit to at least 25% of those Users being OCC Users and 25% OCM Users (i.e. the Customer cannot have 90% OCC and 10% OCM as it will have fallen below the 25% OCM threshold). If the Customer falls below this figure for either OCC or OCM the Customer will continue to pay a minimum charge of 25% Users for the Service that has fallen below (based on the total number of OCM and OCC Users at that time).
- 5.2 The minimum criteria set out in Paragraph 5.1 above is not intended to replace any minimum commitments set out in the Customers OCC or OCM Orders which the Customer shall continue to meet in accordance with the terms of those services. **Error! Reference source not found.**

6 Invoicing

- 6.1 All Charges for the Integrated Service are specified within the relevant Order.



BT One Cloud Cisco Service Schedule

BT Contract Reference:

Customer Contract Reference (optional):

7 Minimum Period of Service and Termination Charges

- 7.1 The Minimum Period of Service for the Integrated Service will be aligned to either the OCC Minimum Period of Service or OCM Minimum Period of Service, whichever is shorter.
- 7.2 After the Minimum Period of Service for the Integrated Service expires the Integrated Service will continue and pricing will be charged at the pricing specified in the Order unless and until a new Minimum Period of Service is agreed in writing.
- 7.3 Where the Customer terminates the Integrated Service the OCC and OCM Services will continue unless terminated in accordance with their terms.
- 7.4 Providing the Customer continues to meet the minimum criteria set out in Paragraphs 5.1.2 and 5.1.3 then Termination Charges will not apply if a User is moving between OCC and OCM.