General Terms

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The Basics

These are the General Terms that apply to any Service you buy from BT. The Service has its own Order and Schedule with more detailed terms.

1 WHAT WORDS MEAN

1.1 Some of the words and phrases in this document mean specific things. They are capitalised all the way through and explained in the Defined Terms section at the end of this document.

1.2 The words below have the following meanings:

1.2.1 'You' and 'your' mean the Customer.

1.2.2 Phrases that refer to 'we', 'our', 'us', 'each of us', 'each of our', 'both of us', 'we each' 'we will each', 'we will both', 'whichever of us', 'one of us', 'neither of us', 'either of us', 'either of our', 'either one of us' and 'we both' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.

1.3 The words 'include' or 'including' do not limit something to just the examples that follow.

1.4 Any time either of us has a right or obligation that we may exercise or perform, then whether either of us chooses to exercise or perform that right or obligation will be in that party's sole discretion.

1.5 Any reference to a specific law or regulation in the Contract includes that law or regulation as amended, replaced or extended.

2 ORDER OF DOCUMENTS

If there is a conflict between any of the documents, the order of priority, highest first, is:

2.1 any Annexes;

2.2 the Schedule;

2.3 these General Terms;

2.4 the Order; and

2.5 if applicable to the Service, the BT Price List.

3 WHEN THE CONTRACT STARTS AND HOW LONG IT LASTS

3.1 The Contract starts on the Effective Date and will carry on until:

3.1.1 one of us ends it (in a way that the Contract allows); or

3.1.2 BT is no longer providing you with the Service, there are no outstanding Orders and all invoices are paid.

4 SOME BASIC PRINCIPLES

4.1 BT confirms that it is a legal corporation, authorised to agree the Contract and provide the Service.

4.2 You confirm you are legally set up as a business, authorised to agree the Contract and carry out your responsibilities under it.

4.3 Where you place an Order acting for purposes that are related to your trade, business or profession, this is a business to business transaction to which the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 does not apply.

4.4 The BT Privacy Policy sets out how BT uses your Personal Data and includes more details about what BT can do with it, your rights and BT's obligations.

The Service

5 WHAT BT HAS TO DO

5.1 BT will:

5.1.1 provide you with a Customer Committed Date and will use reasonable endeavours to meet any Customer Committed Date;

5.1.2 provide the Service with the care and skill that would reasonably be expected in the circumstances;

5.1.3 comply with Applicable Law;

5.1.4 comply with, and may exercise its rights in, the Compliance Obligations;

5.1.5 provide information relating to your use of the Service, to authorities, regulators and law enforcement agencies, if it is legally required to; and

5.1.6 if applicable to the Service, take reasonable steps to stop anyone getting unauthorised access to any part of the BT Network.

5.2 BT may change the Service so long as the performance of the Service is not materially adversely affected. These sorts of changes might include:

5.2.1 introducing or removing features of the Service; or

5.2.2 replacing the Service with a materially equivalent Service.

6 WHAT YOU HAVE TO DO

You will:

6.1 provide BT with the names and contact details of the Customer Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;

6.2 provide BT with any information reasonably required, including information in relation to health and safety and the environment, without undue delay, and you will make sure the information provided is accurate and complete;

6.3 complete any preparation activities that BT may request to enable you to receive the Service promptly and in accordance with any reasonable timescales;

6.4 cooperate with BT and comply with any reasonable requests BT makes to help BT provide the Service;

6.5 comply with Applicable Law, and make sure that your Users do as well;

6.6 comply with the Acceptable Use Policy and the Compliance Obligations; and

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

6.7.1 making alterations to buildings;

6.7.2 getting into property;

6.7.3 dealing with local authorities, landlords or owners;

6.7.4 installing BT Equipment or Purchased Equipment; and

6.7.5 using the Service over your network or at a Site.

7 IF YOU DO NOT COMPLY WITH THE ACCEPTABLE USE POLICY

7.1 If you do not comply with the Acceptable Use Policy, you will be liable for any Claims, losses, costs or liabilities that BT incurs as a result.

7.2 BT may, when there is a serious breach of the Acceptable Use Policy, report you and provide your personal information, including Personal Data, to the relevant law enforcement agency.

8 WHEN BT IS NOT TO BLAME

BT will not be liable if it fails to do something under the Contract (including not carrying out any of its responsibilities, carrying them out late or not meeting any Service Levels), whether or not there is a Force Majeure Event (in which case, Clause 23 applies), to the extent BT's failure is due to:

8.1 your failure to carry out any of your responsibilities under the Contract, or you carrying them out late, in which case you will pay BT for any reasonable costs BT incurs as a result of your failure;

8.2 anyone other than BT, BT's Affiliates or BT's subcontractors or suppliers doing something, or not doing something, they need to do; or

8.3 restriction or prevention by Applicable Law, a court order, an application for interlocutory relief or injunction.

Payments

9 PAYING WHAT YOU OWE BT

9.1 You will pay and be responsible for the Charges, whether the Service is used by you or someone else. This includes all Charges resulting from unauthorised or fraudulent use.

9.2 BT will invoice you, and you will pay BT, in pounds sterling.

9.3 BT will work out the Charges based on details that BT records or that are recorded for BT.

9.4 If BT issues an invoice online, it will email you when it has done so.

9.5 Unless you are disputing an invoice (see Clause 11), you will pay each invoice BT sends you within 28 days of the date on it. You will pay the full amount in cleared funds into BT's bank account, without any set-off, counterclaim, deduction or withholding, unless you legally have to take something off.

9.6 BT may reduce the number of days you have to pay each invoice from 28 days to five days, where:

9.6.1 you issue a profit warning; or

9.6.2 any Credit Agency reduces your credit rating, and

BT reasonably considers that this will affect your ability to pay invoices.

9.7 If you make a payment covering more than one invoice:

9.7.1 you will tell BT which amounts to apply to which invoices; and

9.7.2 if you do not tell BT, BT may apply the payment to any unpaid invoices at its discretion.

9.8 You will pay all Charges by direct debit, unless BT agrees otherwise.

9.9 You will advise BT promptly of any changes to your bank details that may affect payment of the Charges.

9.10 Where you do not pay by direct debit, unless BT tells you otherwise, BT will:

9.10.1 charge a payment processing fee, as set out in Section 15, Part 12 of the BT Price List; and

9.10.2 deduct the payment processing fee from any money received before any payment is allocated against the Charges for the Service.

9.11 As part of BT's credit management procedures, BT may at any time:

9.11.1 require you to pay a deposit, pay the Charges in advance, or provide a guarantee as security for payment of future invoices by the means requested by BT; and

9.11.2 carry out a credit vet on you. You will provide BT or its agents with any information it or they may reasonably require for this.

9.12 Charges do not include any Transaction Taxes. If BT sends you a valid tax invoice, you will pay all of the Transaction Taxes due, including those BT has paid or will pay that BT is allowed, by Applicable Law, to pass on to you, and that service providers normally pass on to their customers. BT will not charge any Transaction Taxes on Services where you have already given BT a valid tax exemption certificate.

9.13 If applicable, you are liable for any Withholding Taxes (and associated interest and penalties if any) on payments to BT, so that the net amount BT receives is not less than the amount invoiced to you.

9.14 If you ask for any change to be made to the agreed billing arrangements for the Service, and that change results in additional Transaction Tax or Withholding Tax to BT or any BT Affiliate that they are unable to fully recover, then, regardless of what it may say elsewhere in this Contract, BT may modify the Charges to reflect the impact of the change and you will pay BT any additional amounts due.

10 WHAT HAPPENS IF YOU DO NOT PAY BT

10.1 If you do not pay an invoice by the date it is due and you are not disputing the invoice in accordance with Clause 11, BT may:

10.1.1 charge you either:

(a) a late payment charge, which will be described in the relevant Schedule, Annex, Order or the BT Price List; or

(b) interest on the unpaid amount at the annual rate of 4 per cent above the Bank of England's base lending rate at the date of calculation, or at the maximum rate allowed by Applicable Law, whichever is less. The interest will build up

and be compounded each day, from the date the invoice was due to the date you pay BT; and

10.1.2 restrict or suspend the Service as set out in Clause 15.1.

10.2 You will pay BT any reasonable costs that BT incurs when recovering any amount you owe BT, including debt collection agency and legal costs.

11 DISPUTING AN INVOICE

11.1 If you do not agree with something in an invoice BT sends you before you have made payment, you will give BT Notice within 28 days after the date of the invoice.

11.2 If you do not agree with something in an invoice BT sends you after you have made payment, you will give BT Notice of that dispute within six months after the date of the invoice.

11.3 You will always pay the undisputed amount of an invoice, and any disputed amount that is less than 5 per cent of the total invoice, in accordance with Clause 9.5.

11.4 We will both settle an invoice dispute in accordance with Clause 24 and you will pay the amount we both finally agree on within seven days of both of us agreeing it.

11.5 BT may still charge you a late payment charge or interest in accordance with Clause 10.1 for any amount that we both agree under Clause 11.4.

Protecting Information

12 INTELLECTUAL PROPERTY RIGHTS

12.1 Intellectual Property Rights will carry on being their original owner's property whether the rights existed before the Contract or came after it.

12.2 If BT provides you with Software so you can use the Service, BT gives you a non-transferable and non-exclusive licence to use the Software only for the purposes and in the manner set out in the Schedule. As well as any terms of the Contract, you will also comply with any third party terms that BT make known to you that apply to the use of the Software or Service.

12.3 You will not and will ensure that your Users do not, copy, decompile, modify or reverse engineer any Software, or let anyone else do that, unless it is allowed by law or BT has given you permission in writing.

12.4 The licence BT gives you in Clause 12.2 will last as long as BT provides you with the relevant Service.

12.5 If your use of the Service infringes, or allegedly infringes, someone else's Intellectual Property Rights, BT will indemnify you for Claims, losses, costs or liabilities brought against you as long as you:

12.5.1 tell BT promptly about the Claim;

12.5.2 give BT complete control of the Claim straightaway;

12.5.3 do not say anything publicly about the Claim, or do anything that harms BT's defence of it; and

12.5.4 do what you can to help BT with the Claim.

12.6 The indemnity in Clause 12.5 will not apply to any part of a Claim that results from or is connected with:

12.6.1 your use of any of the Service with equipment, software or another service BT has not supplied;

12.6.2 your modifying the Service without BT's permission;

12.6.3 any content, designs or specifications that have not been supplied by BT or on BT's behalf; or

12.6.4 your using the Service in a way BT has not agreed.

12.7 You will indemnify BT for any Claims, losses, costs or liabilities brought against BT that results from or is connected with:

12.7.1 your use of the Service with equipment, software or another service BT has not supplied;

12.7.2 your modifying the Service, without BT's permission;

12.7.3 any content, designs or specifications that have not been supplied by BT or on BT's behalf; or

12.7.4 your using any of the Service in a way not permitted by this Contract.

12.8 You will stop any activity that led to the Claim against BT as soon as BT gives you Notice or you become aware, or should reasonably have become aware, that your activity was causing a Claim against BT, and BT may ask you to actively defend or settle the Claim.

12.9 If using the Service leads to a Claim against you as described in Clause 12.5, or BT believes it is likely to lead to one, BT may, at BT's expense:

12.9.1 get you the right to carry on using the Service; or

12.9.2 modify or replace the relevant parts of the Service so that using the Service no longer infringes someone else's Intellectual Property Rights, as long as the performance of the relevant parts of the Service is not materially affected.

12.10 The indemnity under Clause 12.5 and the actions in Clause 12.9 are the only remedies you will have for Claims that your use of the Software infringes someone else's Intellectual Property Rights.

13 KEEPING THINGS CONFIDENTIAL

13.1 We will both keep all Confidential Information confidential and neither of us will disclose it, unless one of us needs to do that:

13.1.1 to meet our responsibilities or to receive any benefit under the Contract, and then only to our employees, agents, Affiliates, officers, directors, advisers and, for BT only, BT's subcontractors and suppliers, who need to know;

13.1.2 because Applicable Law, a government or regulatory authority, or court of competent jurisdiction says we have to and the party disclosing it will give the other as much notice as reasonably possible before any disclosure.

13.2 The party disclosing the Confidential Information in accordance with Clause 13.1.1 will ensure that the people receiving it comply with this Clause 13.

13.3 Each of us will return or destroy any of the other's Confidential Information within a reasonable time of the other requesting this by giving Notice.

13.4 This Clause 13 will stay in place for a period of three years following the end of this Contract.

14 DATA PROTECTION

14.1 In this Contract, the following terms each have the meaning given to it in the GDPR: "Binding Corporate Rules", "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processing", "Processor" and "Supervisory Authority".

14.2 Whether or not any other provision in the Contract may say something different, for BT to provide a Service, Personal Data may be:

14.2.1 used, managed, accessed, transferred or held on a variety of systems, networks and facilities (including databases) worldwide; or

14.2.2 transferred by BT worldwide to the extent necessary to allow BT to fulfil its obligations under this Contract and you appoint BT to perform each transfer in order to provide the Services provided that BT will rely on appropriate transfer mechanisms permitted by Data Protection Legislation, including:

(a) BT Group's Binding Corporate Rules (for transfers among BT's Affiliates);
(b) agreements incorporating the relevant standard data protection clauses adopted by the European Commission; and
(c) where applicable, the EU-US Privacy Shield.

14.3 BT will be either Controller, Processor or both under the Contract depending on the type of Personal Data Processed and the purpose of the Processing.

14.4 If BT acts as a Controller:

14.4.1 BT may collect, Process, use or share Personal Data with BT Affiliates and Sub-Processors, within or outside the country of origin in order to do any or all of the following:

(a) administer, track and fulfil Orders for the Service;
(b) implement the Service;
(c) manage and protect the security and resilience of any BT Equipment, the BT Network and the Services;
(d) manage, track and resolve Incidents (as defined in the Schedule) with the Service as set out in the Schedule(s);
(e) administer access to online portals relating to the Service;
(f) compile, dispatch and manage the payment of invoices;
(g) manage the Contract and resolve any disputes relating to it;
(h) respond to general queries relating to the Service or Contract; or
(i) comply with Applicable Law;

14.4.2 BT will Process the Personal Data in accordance with applicable Data Protection Legislation and as set out in the BT Privacy Policy and, where applicable, BT Group's Binding Corporate Rules; and

14.4.3 BT may, from time to time, contact the Customer Contact, or other network, IT or procurement manager involved in the procurement or management of the Service, to provide additional information concerning the Service or other similar services.

14.5 If BT acts as a Processor:

14.5.1 the subject-matter, duration, nature and purpose of the Processing, the type of Customer Personal Data and categories of Data Subjects will be set out in the applicable Annex that can be found online at www.bt.com/terms;

14.5.2 in order to perform its obligations under the Contract, BT will:

(a) Process the Customer Personal Data on your behalf in accordance with your documented instructions as set out in Clause 14.5.11, except where:

(i) Applicable Law requires BT to Process the Customer Personal Data otherwise, in which case, BT will notify you of that requirement before Processing, unless to do so would be contrary to that Applicable Law on important grounds of public interest;
(ii) in BT's reasonable opinion an additional instruction or a change to the instructions provided by you in accordance with Clause 14.5.11 infringes the Data Protection Legislation and BT will inform you of its opinion without undue delay and will not be required to comply with that instruction;

(b) to protect the Customer Personal Data against a Personal Data Breach, implement technical and organisational security measures, including those that may be set out in the Schedule, that are appropriate to the risk represented by BT's Processing and the nature of the Customer Personal Data being Processed;
(c) provide Notice to you without undue delay after becoming aware of a Personal Data Breach affecting the Customer Personal Data;
(d) only use the Sub-Processors approved by you by entering into the Contract or in accordance with Clause 14.5.9; and
(e) assist you in your compliance with the Data Protection Legislation, taking into account the nature of the Processing of the Customer Personal Data and the information available to BT, relating to:

(i) its obligation to respond to lawful requests from a Data Subject, to the extent practicable;
(ii) the security of the Processing of the Customer Personal Data;
(iii) notification of a Personal Data Breach affecting the Customer Personal Data to the Supervisory Authority or the Data Subjects; and

(iv) a data protection impact assessment as may be required by Article 35 of the GDPR and prior consultation with the Supervisory Authority,

and you will reimburse BT's reasonable costs for this assistance except for the assistance set out in Clause 14.5.2(e)(iii) where a Personal Data Breach affecting the Customer Personal Data occurred as a direct result of a breach of BT's obligations set out in Clause 14.5.2(b);

14.5.3 unless Applicable Law requires BT to store a copy of the Customer Personal Data, upon expiry or termination of the Contract and at your option, BT will delete or return the Customer Personal Data within a reasonable time period and you will reimburse BT's reasonable costs for this deletion or return of the Customer Personal Data;

14.5.4 BT will make available to you the information demonstrating BT's compliance with its obligations set out in Clause 14.5, and, subject to 30 days' Notice from you, allow for and reasonably cooperate with you (or a third party auditor appointed by you) to audit this compliance at reasonable intervals (but not more than once per year), so long as:

(a) the audit will:

(i) not disrupt BT's business;
(ii) be conducted during Business Days;
(iii) not interfere with the interests of BT's other customers;
(iv) not cause BT to breach its confidentiality obligations with its other customers, suppliers or any other organisation; and
(v) not exceed a period of two successive Business Days;

(b) you (or your third party auditor) will comply with BT's relevant security policies and appropriate confidentiality obligations; and

(c) you will reimburse BT's reasonable costs associated with the audit and, where BT conducts an audit of its Sub-Processors to demonstrate BT's compliance with its obligations set out in Clauses 14.5, those of its Sub-Processors.

14.5.5 BT may demonstrate its compliance with its obligations set out in Clause 14.5 by adhering to an approved code of conduct, by obtaining an approved certification or by providing you with an audit report issued by an independent third party auditor (provided that you will comply with appropriate confidentiality obligations and not use this audit report for any other purpose);

14.5.6 BT will not disclose Customer Personal Data to a third party unless required for the performance of the Service, permitted under the Contract or otherwise required by Applicable Law;

14.5.7 BT will ensure that persons authorised by BT to Process the Customer Personal Data will be bound by a duty of confidentiality;

14.5.8 BT may use Sub-Processors in accordance with Clause 26.2 and will ensure that data protection obligations in respect of Processing Customer Personal Data equivalent to those set out in Clause 14.5 will be imposed on any Sub-Processors;

14.5.9 BT will inform you of proposed changes to BT's Sub-Processors from time to time by either:

(a) providing you with online notice of the intended changes at www.bt.com/terms and you will have 30 days starting from the first Business Day of the calendar month following the date of the online notice to object to the change; or

(b) giving you Notice in accordance with Clause 25 and you will have 30 days starting from the date of the Notice to object to the change, and

if you do not object in accordance with Clauses 14.5.9(a) or 14.5.9(b), you will be deemed to have authorised the use of the new Sub-Processors;

14.5.10 you may object to the use of a new Sub-Processor by giving Notice in accordance with Clause 25 documenting material concerns that the Sub-Processor will not be able to comply with the Data Protection Legislation, and if such Notice is received within the time required by Clause 14.5.9, we will both address your objection in accordance with the process set out in Clause 24 and BT may use the relevant Sub-Processor to provide the Service until the objection is resolved in accordance with Clause 24;

14.5.11 the Contract contains your complete instructions to BT for the Processing of Customer Personal Data and any additional instructions or changes to the instructions will be incorporated into this Contract in accordance with Clause 31 to take account of any resulting change in the Charges or the Service;

14.5.12 you will comply with applicable Data Protection Legislation and will fulfil all the requirements necessary for the provision of the Service by BT, including providing any notifications and obtaining any regulatory approvals or consents required when sharing Personal Data with BT; and

14.5.13 you will only disclose to BT the Personal Data that BT requires to perform the Service.

14.6 If permitted by Applicable Law:

14.6.1 a party in breach of the Data Protection Legislation or this Clause 14 will be liable to the other for any losses, costs and liabilities (including those arising from Claims) incurred or suffered by the other party where those losses, costs and liabilities are caused by, or in connection with, that breach including where the parties are jointly and severally liable; and

14.6.2 where the parties are jointly and severally liable for a Claim caused by Processing neither party will make any payment or any offer of payment to any Data Subject (including third parties acting on behalf of any Data Subject) in response to any Claim caused by or relating to the Processing of Personal

Data, without the prior written agreement of the other party.

14.7 Where each party acts as a Controller in relation to the Processing of Personal Data under the Contract, the parties will not act as joint Controllers for the purposes of Article 26 of the GDPR in relation to such Processing.

14.8 If, in accordance with Clause 32, BT proposes amendments to the Contract to reflect changes to BT's security measures, policies and processes to enable BT to comply with the Data Protection Legislation, you will act reasonably and in good faith.

Ending the Service or the Contract

15 WHEN BT MAY RESTRICT OR SUSPEND THE SERVICE

15.1 BT may restrict or suspend the Service:

15.1.1 if BT needs to do Maintenance;

15.1.2 to implement a change under Clause 5.2;

15.1.3 if you do not pay BT on time and in the way described in Clause 9.5; and

15.1.4 if BT reasonably believes:

(a) you have not followed the Acceptable Use Policy; or

(b) it needs to in order to protect the integrity or security of the BT Network.

15.2 If BT restricts or suspends the Service because of the reasons in Clauses 15.1.3 or 15.1.4:

15.2.1 you will still have to pay the Charges that are payable for the Service until the Service ends; and

15.2.2 BT may apply a Charge, to start the Service again.

15.3 BT may suspend the Service if you do not pay what you owe BT under any other contract that you have entered into with BT, as set out in that other contract.

15.4 If BT decides to restrict or suspend the Service for any of the above reasons, it will let you know beforehand as soon as it reasonably can.

16 CANCELLING AN ORDER BEFORE THE SERVICE START DATE

16.1 You can cancel an Order by giving BT Notice, as long as the Notice reaches BT before the Service Start Date.

16.2 If you cancel an Order in accordance with Clause 16.1, then:

16.2.1 if the cancellation has any impact on volume commitments or otherwise affects the agreed Charges, BT may amend the Charges to reflect this; and

16.2.2 you will pay BT the Cancellation Charges that are described in the Schedule. If there are no Cancellation Charges in the Schedule, but BT has incurred any costs in order to get ready to provide your Service, including cancellation charges from one of BT's subcontractors or suppliers or other costs payable to a third party, you will pay BT those costs that are reasonable in accordance with Clause 9.5.

17 IF EITHER OF US WANT TO TERMINATE THE CONTRACT OR THE SERVICE

17.1 Either of us at any time on or after the relevant Service Start Date can terminate the Contract in whole or in part by giving Notice in accordance with Clause 17.2 and we will each have to pay the other the amounts set out in Clause 21.

17.2 The required Notice period for terminating under Clause 17.1 is:

17.2.1 as set out in Part A of the Schedule; or

17.2.2 if it is not set out in the Schedule, 90 days.

17.3 As long as you pay the amounts set out in Clauses 21.1 and 21.2 you may, if BT agrees, give BT Notice as set out in Clause 17.1 with either:

17.3.1 a shorter Notice period than as set out in Clause 17.2; or

17.3.2 with no advance Notice period.

18 TERMINATING THE CONTRACT WHEN SOMETHING HAS GONE WRONG

18.1 Either of us may terminate the Contract in whole or in part straightaway by giving the other party Notice to terminate if:

18.1.1 the other materially breaches the Contract and, where it is possible, they do not put the situation right within 30 days after Notice of their breach;

18.1.2 the other materially breaches the Contract and the situation cannot be put right; or

18.1.3 an Insolvency Event applies to the other,

and we will each have to pay the other the amounts referred to in Clause 21.1.

18.2 BT may terminate the Contract, if you do not pay what you owe BT under any other contract that you have entered into with BT, as set out in that other contract, and you will have to pay the amounts referred to in Clause 21.1.

19 TERMINATING THE CONTRACT IF THERE IS AN EVENT BEYOND EITHER OF OUR CONTROL

19.1 If a Force Majeure Event means the Service is completely and continuously unavailable for more than 30 days, either of us can terminate the Contract straightaway by giving the other Notice, as long as the Force Majeure Event is still having an effect when the Notice is received, and we will each have to pay the other the amounts referred to in Clause 21.1.

19.2 If the Force Majeure Event has ceased before any Notice to terminate is received by one of us, the right set out in Clause 19.1 will end and the Notice will have no effect.

20 WHAT HAPPENS WHEN THE CONTRACT IS TERMINATED

If the Contract, a Service or any Order is cancelled, terminated or expires, for any reason, it will not affect any rights that either of us have up to that point.

21 WHAT WE BOTH NEED TO PAY WHEN THE CONTRACT IS TERMINATED

21.1 If:

21.1.1 the Contract, any Service or any Order is cancelled terminated or expires, for any reason, each of us will immediately pay the other any money and interest that is due on the date of termination;

21.1.2 the Contract is terminated in whole or in part in accordance with Clause 18.1.3, the party terminating may alternatively set off any amounts due under this Contract or any other contract between us.

21.2 If you terminate the Contract, the Service or any Order using your rights set out in Clause 17, you will pay BT:

21.2.1 the Termination Charges (unless you terminate because BT has made a change to the Contract that causes you material detriment, in which case the terms set out in the Schedule will apply); and

21.2.2 all Charges for the Service that are or would have been performed during the Notice period set out in Clause 17.2 whether or not the Notice period is actually given.

If Something Goes Wrong

22 HOW FAR EACH OF US CAN BE HELD RESPONSIBLE

22.1 The Contract excludes, as far as the law allows, any warranties, conditions or other terms that might be implied by statute or common law.

22.2 Nothing in the Contract excludes or limits the liability of either of us for:

22.2.1 death or personal injury caused by either of us being negligent;

22.2.2 fraud or fraudulent misrepresentation; or

22.2.3 any other liability that cannot be excluded or limited under Applicable Law.

22.3 Other than for those matters set out in Clause 22.2, neither of us will be held liable, regardless of how that liability arose, under or in connection with the Contract, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, for:

22.3.1 any of the following losses, no matter if those losses are direct or indirect:

(a) loss of profit, revenue or anticipated savings;
(b) loss of business or contracts;
(c) loss of goodwill;
(d) loss from wasted expenditure, wasted time, or business interruption;
(e) loss, destruction or corruption of data;
(f) liability to any third parties unless a Clause in the Contract says something different; and
(g) any special, indirect or consequential loss or damage.

22.4 Other than for those matters set out in Clause 22.2 and Clause 22.5, the total liability of either of us, regardless of how that liability arose and regardless of the number of claims, under or in connection with the Contract, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, will be limited to the greater of:

22.4.1 £100,000, and

22.4.2 an amount equal to:

(a) where the first incident occurs in the first 12 months of the Contract, the Charges that were paid or payable by you, or would have been paid or payable by you had the incident not occurred, for the first 12 months from the Effective Date; or
(b) where the first incident occurs at any other time, the mean of the monthly Charges that were paid or payable by you, from the Effective Date to the date when the first incident occurred, multiplied by 12.

22.5 Your obligations to:

22.5.1 pay any Charges including any interest payable under Clause 10.1.1(b) and any taxes due in connection with the Charges, together with any interest, fines and penalties payable due to your failure to correctly withhold and pay the taxes where applicable;

22.5.2 refund any Service Credits; or

22.5.3 pay any Termination Charges,

are in addition to and will not be counted towards the limitations set out in Clause 22.4.

22.6 Regardless of what it may say elsewhere in the Contract, both of us will take reasonable steps to mitigate each of our losses, even where that loss occurs as a result of anything that may give rise to a Claim under an indemnity.

22.7 If BT fails to meet a Service Level and this means that you are entitled to Service Credits, the only remedy available to you for that failure will be to receive those Service Credits, except when BT's failure amounts to material breach of the Contract, in which case, BT will take the value of any Service Credits given from any amount agreed as payable by BT in accordance with Clause 24 or awarded by a court of competent jurisdiction.

22.8 BT recommends that you obtain business continuity (or other) insurance that is appropriate for the nature of your business, just in case something goes wrong.

22.9 Provided BT has complied with its obligation set out in Clause 5.1.6, BT will not be held responsible for any loss or damage caused by unauthorised access to any part of the BT Network.

23 FORCE MAJEURE EVENTS

If there is a Force Majeure Event the party whose performance is affected by a Force Majeure Event will:

23.1 not be liable for failing to do something they should have done, or for not doing it completely or on time to the extent this is caused by the Force Majeure Event; and

23.2 get a reasonable amount of extra time to perform the obligation that is affected by the Force Majeure Event.

24 SETTLING DISPUTES

24.1 We will both do what we reasonably can to settle any dispute or claim that occurs under or in relation to this Contract, and to avoid having to get the courts or regulatory authorities involved.

24.2 BT will try to resolve any complaint or dispute that you may have with BT in accordance with the procedure set out in Clauses 24.3 to 24.5 below. If the matter is not resolved through that procedure, then you may refer it to adjudication, where appropriate, in accordance with the details set out in BT's Customer Complaints Code set out at http://www.bt.com/complaintscode copies of which are available on request.

24.3 We will both use the following dispute resolution process:

24.3.1 whichever of us is affected will provide Notice of the complaint that clearly sets out the full facts and includes relevant supporting documents;

24.3.2 we will both use reasonable endeavours to settle the dispute within 14 days of getting the complaint and will make sure to give regular updates to the other during the 14 days;

24.3.3 if the dispute is not settled after 14 days (or any other period agreed by both of us in writing), the dispute can be escalated to a senior executive of either of us (someone at vice president level or above); and

24.3.4 if the dispute is still not settled 14 days after it is escalated, we will both consider mediation as set out in Clause 24.4.

24.4 After complying with Clause 24.3, either of us may, by giving Notice to the other, propose a mediator, in which case:

24.4.1 unless we both agree to another date, the other party will either confirm their acceptance of the mediator or propose another mediator within 15 days of the date of the Notice;

24.4.2 if both of us cannot agree on the choice of mediator within a further 15 days, the mediator will be appointed by the London Court of International Arbitration or an equivalent independent body;

24.4.3 unless we both agree otherwise, any mediation will happen in London, in English; and

24.4.4 unless we both agree otherwise, we will both share the costs of mediation equally.

24.5 Nothing in this Clause 24 stops either of us:

24.5.1 seeking interlocutory or other immediate relief if one of us is at risk of imminent harm, unless something in the Contract already provides an adequate remedy;

24.5.2 going to a court of competent jurisdiction if either of us considers it reasonable; or

24.5.3 doing anything else this Contract lets us do.

Everything Else

25 SENDING NOTICES UNDER THE CONTRACT

25.1 If one of us needs to give the other Notice, they will do it in writing, in English and:

25.1.1 send it by email, in the case of Notices from BT to you only;

25.1.2 deliver it by hand; or

25.1.3 send it by first class post, recorded delivery or courier.

25.2 Notices need to be sent to:

25.2.1 BT, at the postal address shown on the invoice or any other address that BT tells you to send Notices to; or

25.2.2 you, at the address that you ask BT to send invoices to, the address of the Site, your primary email address, or, if you are a limited company, your registered office address as of the date of the Notice or any other address or email address you tell BT to use by giving Notice to BT.

25.3 If either of our contact details change, we will both tell the other straightaway by giving Notice.

25.4 The recipient is deemed to have received the Notice on the date (or if the date is not a Business Day, then on the next Business Day):

25.4.1 of transmission, if it is an email;

25.4.2 the Notice is left at the address or someone signs for it on behalf of the addressee, if it is delivered by hand or sent by courier; or

25.4.3 three days after posting, if it is sent by first-class post or recorded delivery.

26 TRANSFERRING TO ANOTHER PARTY

26.1 Either of us may assign the benefit of the Contract to an Affiliate by giving the other Notice, but if either of us chooses to assign the benefit of the Contract to an entity that is not an Affiliate, they need to get the other's permission in writing beforehand.

26.2 BT may subcontract any of BT's responsibilities under the Contract to another entity, including to a BT Affiliate, but if it does, it will still be responsible to you under the Contract.

26.3 If BT subcontracts the performance of any of BT's rights or obligations to a BT Affiliate as described in Clause 26.2, you will, once you receive Notice from BT, deal directly with the BT Affiliate for ordering, provisioning or maintaining the Service.

26.4 By giving you Notice, BT can novate the Contract, a Service or an Order to a BT Affiliate. If BT does, all BT's rights, responsibilities and liabilities will transfer to the BT Affiliate and you will need to deal with the BT Affiliate instead of BT as BT will no longer be a party to the Contract in relation to the relevant Service.

26.5 Either of us can assign or transfer our right to collect payments, receivables or other assets arising as a result of the Contract.

27 THIRD PARTIES' RIGHTS

A person who is not a party to the Contract will not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract, even if a term seems to give the party a particular benefit.

28 NO PARTNERSHIP OR AGENCY ARRANGEMENT

Unless a Clause in the Contract says something different, the Contract does not:

28.1 set up any partnership, exclusive arrangement or joint venture between us;

28.2 make one of us the agent of the other; or

28.3 authorise either of us to enter any commitments for, or on the behalf of, the other.

29 NO WAIVER

If either of us does not do, or delays doing, something that this Contract allows, they will not have waived their right to do it, unless the Contract says something different.

30 WHAT HAPPENS IF PART OF THE CONTRACT IS ILLEGAL, INVALID OR UNENFORCEABLE

30.1 If any court of competent jurisdiction finds that any part of the Contract is illegal, invalid or unenforceable, that part will be considered removed, but no other part of the Contract will be affected.

30.2 If any illegal, invalid or unenforceable part of the Contract would be legal, valid or enforceable if part of it were removed, we both will negotiate in good faith to change the Contract so it reflects what we both originally intended as much as possible.

31 SERVICE AMENDMENT

31.1 You may request, by giving BT Notice, a change to:

31.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or

31.1.2 the Service at any time after the Service Start Date,

and where BT agrees to the change you will pay any additional Charges.

31.2 BT has no obligation to proceed with any change that you request in accordance with Clause 31.1.

31.3 If BT changes a Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, acting reasonably, apply additional Charges.

32 MAKING CHANGES TO THE CONTRACT

BT may make changes to the Contract as set out in the Schedule.

33 AFTER THE CONTRACT ENDS

At the end of the Contract, provisions in the Contract that we both expect to remain in place after it ends will stay in place.

34 THE CONTRACT STANDS ON ITS OWN

34.1 The Contract sets out the whole agreement between both of us and replaces any previous communication between us.

34.2 Your own standard terms are not part of the Contract even if you provided them to BT before signing the Contract, or if you send them to BT or refer to them in an Order.

34.3 By agreeing the Contract, each of us acknowledges they have not relied on any representation, warranty, collateral contract or other assurance (made negligently or innocently) except for the ones in the Contract. Each of us also waives all rights and legal remedies they might have had if it were not for this Clause 34.

35 CHOICE OF LAW AND COURTS

35.1 The laws of England and Wales will apply to the Contract and any disputes or claims in connection with it or our relationship, including non-contractual ones.

35.2 Only the courts of England and Wales will be able to rule on any disputes or claims in connection with the Contract or our relationship, including non-contractual ones.

36 COUNTERPARTS

The Contract can be signed on one or more copies. Any single counterpart, or a set of counterparts signed, in either case, by both of us will constitute a full original of the Contract for all purposes.

Defined Terms

"**Acceptable Use Policy**" means specific rules that you have to follow when using the Service. You can find the policy at www.bt.com/acceptableuse (or any other online address that BT may advise you).

"**Affiliate**" means any entity that directly or indirectly controls or is controlled by either one of us, or is jointly controlled with either you or BT.

"**Annex**" means any annex to the Schedule that describes the Service or sets out specific terms that apply to it.

"**Applicable Law**" means the laws of England and Wales and any laws and regulations, as may be amended from time to time, that apply to the provision or receipt of a Service, including:

(a) anti-corruption laws set out in the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 of the United States of America; and

(b) all applicable export laws and regulations, including those of the United States of America.

"**BT**" means British Telecommunications plc of 81 Newgate Street, London, EC1A 7AJ, registered in England with company number 1800000.

"**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 Group**" means BT Group plc and its Affiliates.

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

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

"**BT Privacy Policy**" means the policy that BT has implemented and may update from time to time on how it Processes Personal Data and that is set out at: http://www.btplc.com/privacycentre/index.htm.

"**Business Day**" means any day generally seen locally in the place where the Service is provided as a working day and excluding national, public and bank holidays. If one of us is supposed to do something on a day that is not a Business Day, then they will need to do it on the next Business Day.

"**Cancellation Charges**" means any compensatory charges payable by you to BT on cancellation of an Order in accordance with Clause 16 and as set out in a Schedule.

"**Charges**" means the fees and charges that you pay in relation to Service as set out in the Schedule.

"**Claim**" means any legal claims, actions or proceedings against one of us, whether threatened or actual, whether by a third party or the other party to this Contract.

"**Compliance Obligations**" mean those provisions, obligations and rights set out under the drop-down heading 'Compliance Obligations' at www.globalservices.bt.com/uk/en/footer_links/terms (or any other online address that BT may advise you).

"**Confidential Information**" means confidential information either of us (or each of our officers, employees, agents, subcontractors, suppliers, advisers or Affiliates) gives the other after the date of the Contract, no matter how it is recorded, stored or disclosed and includes:

(a) the Contract;
(b) information about technical or commercial know-how, specifications, inventions, processes or initiatives; or
(c) any information a reasonable business person would see as confidential about:
  (i) the business, affairs, customers, clients, subcontractors, suppliers, plans or strategy of either of us or our Affiliates; and
  (ii) the operations, processes, product information, know-how, designs, trade secrets or software of either of us or our Affiliates,

but it does not include:

(a) information that is available to the public, or becomes available, unless it is because one of us breaches the Contract;
(b) information that was already available to the receiving party on a non-confidential basis;
(c) information we both agree in writing is not confidential information; or
(d) information that was developed by or for the receiving party independently of the confidential information.

"**Contract**" means the agreement between you and BT that is made up of these General Terms, the Schedule, any Annexes, the Order, and if applicable to the Service, the BT Price List.

"**Credit Agency**" means Experian, Equifax and Callcredit.

"**Customer**" means the party BT contracts with to provide the Service to.

"**Customer Committed Date**" means the date provided by BT on which delivery of the Service (or each part of the Service, including to each Site) is due to start.

"**Customer Contact**" means any individuals authorised to act on your behalf for Service management matters.

"**Customer Personal Data**" means only the proportion of Personal Data where you are the Controller and that BT needs to Process on your behalf as a Processor in providing the Services to you under the Contract.

"**Data Protection Legislation**" means collectively (i) any applicable laws of the European Union, (ii) any applicable local laws relating to the Processing of Personal Data and the protection of an individual's privacy, (iii) the GDPR, and (iv) any binding guidance or code of practice issued by a Supervisory Authority.

"**Effective Date**" means, except where BT gives you Notice otherwise, the date you accept BT's offer to enter into the Contract, as further described in the order confirmation email.

"**EU-US Privacy Shield**" means a legal framework adopted by the European Commission in its adequacy decision of 12 July 2016 that ensures an adequate level of protection for Personal Data transferred from the European Union to organisations in the United States that have self-certified to the EU-US Privacy Shield.

"**Force Majeure Event**" means any event that neither of us can control and that stops or delays one of us from doing something, including:

(a) natural event including a flood, a storm, lightning, a drought, an earthquake or seismic activity;
(b) an epidemic or a pandemic;
(c) a terrorist attack, civil war, civil commotion or riots, war, the threat of war, preparation for war, an armed conflict, an imposition of sanctions, an embargo or a breaking-off of diplomatic relations;
(d) any law made or any action taken by a government or public authority, including not granting or revoking a licence or a consent;
(e) collapsing buildings, a fire, explosion or accident; or
(f) any labour or trade dispute, a strike, industrial action or lockouts.

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

"**General Terms**" means these terms.

"**Insolvency Event**" means any of the following events that occurs where one of us:

(a) becomes the subject of a bankruptcy order:
(b) becomes insolvent;
(c) makes any arrangement or composition with its creditors, or assignment for the benefit of its creditors;
(d) goes into voluntary or compulsory liquidation, except for reconstruction or amalgamation purposes;
(e) stops trading or operating;
(f) owns any assets that are material to the operations of all or substantially all of its business that are seized or have a receiver or administrator appointed over them; or
(g) faces any of these situations because a notice is given, a petition is issued, a resolution is passed, or any other step is taken in their jurisdiction.

"**Intellectual Property Rights**" means any trademark, service mark, trade and business name, patent, petty patent, copyright, database right, design right, community design right, semiconductor topography right, registered design, right in Confidential Information, internet domain name, moral right and know-how, or any similar right in any part of the world. Any applications for registering any of these rights that can be registered in any part of the world are also included.

"**Maintenance**" means any work on the BT Network or Service, including to maintain, repair or improve the performance of the BT Network or Service.
"**Notice**" means any notice to be given by one of us to the other under the Contract in accordance with Clause 25.
"**Open Source Software**" means software BT has distributed to you that is licensed under a separate open source licence.
"**Order**" means any order or part of an Order you give to BT that is accepted by BT for the Service.
"**Purchased Equipment**" means any equipment, including any Software, that BT sells or licenses to you.
"**Schedule**" means the schedule that describes the Service and sets out the specific terms that apply to it, and includes any Annexes for the Service except for the purposes of Clause 2.
"**Service**" means the service that BT provides under the Contract. If relevant, it includes the service for a particular Site, or a part or component of the Service and may also include content that BT has provided to you as well as Purchased Equipment.
"**Service Credit**" means any remedy for failure by BT to meet a Service Level as set out in the Schedule.
"**Service Level**" means the agreed minimum level of performance BT will provide for the Service.
"**Service Start Date**" means the date BT first makes the Service available to you.
"**Site**" means any place identified in a Schedule or Order from or to which BT provides the Service.
"**Software**" means any software in object code format only and related documentation (whether on tangible or intangible media) that BT provides to you as part of the Service. It includes any embedded software but it excludes Open Source Software.
"**Sub-Processor**" means a BT Affiliate or BT's supplier or subcontractor that BT engages to Process Customer Personal Data for the purposes of the Contract.
"**Termination Charges**" means any compensatory charges payable by you to BT on termination of the Contract in whole or in part, in accordance with Clause 17 and as set out in the Schedule.
"**Transaction Taxes**" mean value added tax (VAT), goods and services tax (GST), sales, consumption, use or other similar taxes, customs duties, excise taxes, and regulatory and other fees or surcharges relating to the provision of the Service.
"**User**" means any person you allow to use the Service.
"**Withholding Tax**" means any tax, deduction, levy or similar payment obligation that is required to be deducted or withheld from a payment under Applicable Law.

Cloud Work
Schedule to the General Terms

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A NOTE ON 'YOU'

'You' and 'your' mean the Customer.

WORDS DEFINED IN THE GENERAL TERMS

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

Part A – Cloud Work Service

1 SERVICE SUMMARY

BT will provide you with a hosted voice over internet (VoIP) service providing voice and on-net video, and collaboration facilities and enabling Users to make and receive Calls to other Users as well as access the public switched telephone, mobile and international network, comprising:

1.1 the Standard Service Components; and

1.2 any of the Service Options as set out in any applicable Order,

up to the point of the Service Management Boundary as set out in Paragraph 4 ("**Cloud Work Service**").

2 STANDARD SERVICE COMPONENTS

BT will provide you with all the following standard service components ("**Standard Service Components**") in accordance with the details as set out in any applicable Order:

2.1 **User Feature Pack Licences**

BT will provide you with a User Feature Pack Licence per User consisting of one of the following User Feature Packs:

2.1.1 Cloud Work Basic;

2.1.2 Cloud Work Connect+ HD Video Meetings; or

2.1.3 Cloud Work Collaborate

each as set out in the BT Price List.

2.2 The User Feature Pack Licence will be for a period of months equal to the Minimum Period of Service or Renewal Period.

2.3 All User Feature Pack Licences will be of the same type.

2.4 **BT Cloud Phone Portal**

BT will provide you with a right to access and use an online web portal for service where you can view information, manage and administer the Cloud Work Service.

2.5 **Geographical Numbers**

2.5.1 BT will allocate a new Geographical Number to each User as set out in the Order.

2.5.2 You may port existing Geographical Numbers (subject to porting availability) via the BT Cloud Phone Portal at any time after the Service Start Date.

3 SERVICE OPTIONS

BT will provide you with any of the following options as set out in any applicable Order ("**Service Options**") and in accordance with the details as set out in that Order:

3.1 **RingCentral Development Platform**, as set out in the RingCentral Development Platform Annex to this Schedule and subject to the terms set out at https://www.ringcentral.com/legal/apilitos.html;

3.2 **IP Phones**

3.2.1 You may purchase:

(a) IP Phones configured for the Cloud Work Service from the Cloud Work portfolio; and

(b) analogue terminal adaptors.

3.2.2 You may use IP Phones not provided under this Contract with the Cloud Work Service in accordance with Paragraphs 7.13.2 and 9.2.10.

3.3 **Professional Services**

3.3.1 BT will provide you either of the following Professional Services:

(a) Professional Services Essentials; or
(b) Professional Services Extras.

3.3.2 Professional Services will be required for all implementations of 100 or more User Feature Pack Licences and is available as an optional extra for implementations of 80 – 99 User Feature Pack Licences.

3.3.3 Each Professional Services option has the following varying Professional Service Components as set out in the table below and in any applicable Order.

3.3.4 You may order a combination of remote or on-site implementation but the total number of implementations must be equal to the total number of User Feature Pack Licences purchased at the time the implementations are ordered.

Professional Service Components	Professional Services Essentials	Professional Services Extras
Project Management – provision of a project manager that will act as single point of contact for the delivery of the Professional Services.	Yes	Yes
Number Porting – assistance with capturing of any number porting requirements and with initial submission of port requests and up to three rejections/resubmissions requests per location or 90 days from initial submission.	Yes	Yes
Planning and Design – remote engagement to capture the details of your existing environment and plan for your future environment.	Yes	Yes
Network Assessment – an assessment of your network and the provision of an assessment report that will show your LAN/WAN performance and any required remedial action.	Yes	Yes
Business Requirement Deliverable (BRD) – assistance in completing the BRD form prior to implementation.	Yes	Yes
UI Build Out – remote configuration of user interfaces in the system including core office scripting and user interface administration and users' profiles, Auto Receptionist and Call Routing	Yes	Yes
Remote Training Sessions – up to four hours of remote training for Administrators. Up to 10 one-hour training sessions to a maximum of 20 Users at a time.	Yes	Yes
Phone Deployment – testing/staging/deployment of IP Phones and Software, onsite device setup, Floor Walk and Go-Live Support at the Sites set out in any applicable Order.	No	Yes
Onsite Training – one training session for Administrators per Site. Up to three one-hour training sessions for Users per Site and will include configurations of up to five presence Users, up to five User call flows and up to five intercoms.	No	Yes

4 SERVICE MANAGEMENT BOUNDARY

4.1 BT will provide and manage the Cloud Work Service in accordance with Parts A, B and C of this Schedule and as set out in any applicable Order ("**Service Management Boundary**").

4.2 BT will have no responsibility for the Cloud Work Service outside the Service Management Boundary.

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

5 ASSOCIATED SERVICES

5.1 You will have the following services in place that will connect to the Cloud Work Service and are necessary for the Cloud Work Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:

5.1.1 a suitably enabled Access Service with sufficient bandwidth to support your voice and data usage and service level requirements; and

5.1.2 where applicable, a suitable Local Area Network ("**LAN**") infrastructure with a minimum of CAT5e structured cable including sufficient Ethernet ports for IP Phones to plug into,

(each an "**Enabling Service**").

5.2 If BT provides you with any services other than the Cloud Work Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.

5.3 If you have purchased 4G Assure or a third party Internet service as part of your Access Service BT will not be responsible for the quality and availability of the Cloud Work Service when used over 4G Assure or a third party Internet service.

6 EQUIPMENT

6.1 Use of Purchased Equipment

Until title in any Purchased Equipment transfers to you in accordance with Paragraph 6.2.2, you will:

6.1.1 keep the Purchased Equipment safe and without risk to health;

6.1.2 only use the Purchased Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;

6.1.3 not make any alterations or attachments to, or otherwise interfere with, the Purchased Equipment, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 6.2.2, nor permit any person (other than a person authorised by BT) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the Purchased Equipment;

6.1.4 not sell, charge, assign, transfer or dispose of or part with possession of the Purchased Equipment or any part of it;

6.1.5 not allow any lien, encumbrance or security interest over the Purchased Equipment, nor pledge the credit of BT for the repair of the Purchased Equipment or otherwise;

6.1.6 not claim to be owner of the Purchased Equipment and ensure that the owner of the Site(s) will not claim ownership of the Purchased Equipment, even where the Purchased Equipment is fixed to the Site(s);

6.1.7 obtain appropriate insurance against any damage to or theft or loss of the Purchased Equipment; and

6.1.8 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or misuse of the Purchased Equipment or where the Purchased Equipment is damaged, stolen or lost, except where the loss or damage to Purchased Equipment is a result of fair wear and tear or caused by BT.

6.2 Purchased Equipment

6.2.1 **Delivery and Installation of Purchased Equipment**

(a) You 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).

(b) BT will dispatch any Purchased Equipment for delivery to the applicable Site as set out in any applicable Order.

(c) If agreed between both of us in any applicable Order, BT will install any Purchased Equipment at the applicable Site(s) by any agreed dates, but all dates are estimates.

6.2.2 **Transfer of Title and Risk**

(a) Where the Purchased Equipment is delivered to a Site:

(i) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you when you have paid for the Purchased Equipment in full;

(ii) where BT delivers or installs the Purchased Equipment, risk will pass to you on delivery of the Purchased Equipment, but you will not be liable for any loss or damage that is caused by BT's negligence; and

(iii) where BT does not deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment.

6.2.3 **Acceptance of Purchased Equipment**

(a) The Purchased Equipment will be treated as accepted:

(i) where BT does not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and

(ii) where BT installs the Purchased Equipment, the Service Start Date.

6.2.4 **Warranty**

(a) During the period of 12 consecutive months following delivery of the Purchased Equipment (or any other period that BT advises you in a Notice), if you report to BT in accordance with Paragraph 10 that there is an Incident in the Purchased Equipment due to faulty design, manufacture or materials, or BT's negligence, BT will, or will arrange for the manufacturer or other third party to, replace (with the same or an updated model) or (at BT's option) repair the part affected by, or causing, the Incident free of charge, unless:

(i) the Purchased Equipment has not been properly kept, used or maintained in accordance with the manufacturer's or BT's instructions, if any;

(ii) the Purchased Equipment has been modified without BT's written consent;

(iii) the Incident is due to damage, interference with or maintenance of Purchased Equipment by persons other than BT or a third party authorised by BT;

(iv) the Incident is due to faulty design by you where the Purchased Equipment has been customised or integrated into your systems to your design; or

(v) the Incident is due to fair wear and tear.

(b) If requested by BT, you will return the Purchased Equipment affected by an Incident to BT or to the manufacturer or other third party, in accordance with BT's instructions, for repair or replacement in accordance with Paragraph 6.2.4(a).

(c) BT does not warrant that the Software supplied in accordance with the Contract is free from Incidents, but BT will remedy any defects that materially impair performance (where necessary, by arrangement between both of us) within a reasonable time.

6.2.5 **Security**

(a) You will ensure the proper use of any user names, personal identification numbers and passwords used with the Purchased Equipment, and you will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.

(b) BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.

6.2.6 **Software Licence**

On and from the Service Start Date, or, where BT installs any Purchased Equipment, from the date of installation, you will comply with the provisions of any Software licences provided with or as part of any Purchased Equipment.

6.3 **WEEE Directive**

6.3.1 You will comply with Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("**WEEE Directive**") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("**WEEE**").

6.3.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 6.3 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.

6.3.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.

6.4 **Sale of Goods**

The UN Convention on Contracts for the International Sale of Goods will not apply to the Contract.

7 SPECIFIC TERMS

7.1 **Changes to the Contract**

7.1.1 BT may amend the Contract (including the Charges) at any time by either:

(a) publishing the amendment online at www.bt.com/pricing or www.bt.com/terms (or any other online address that BT advises you of); or

(b) by giving Notice to you.

7.1.2 In the event that the amendments cause you material detriment, BT will give you Notice at least 30 days before the change is to take effect and, in the case of any other amendments, at least one day before the change is to take effect.

7.1.3 If BT makes any amendment to the Contract that causes you material detriment, you will not have to pay any Termination Charges if you give Notice to terminate the affected Service in accordance with Clause 17 of the General Terms within:

(a) 90 days after the date of notification if BT has only published the amendment online in accordance with Paragraph 7.1.1(a); or

(b) 30 days after the date of the Notice if BT has given you Notice in accordance with Paragraph 7.1.1(b).

7.2 **Minimum Period of Service and Renewal Period**

7.2.1 You may extend the Cloud Work Service, for a Renewal Period at the end of the Minimum Period of Service or a Renewal Period by agreement by both of us in writing.

7.2.2 Where the Cloud Work Service is renewed in accordance with Paragraph 7.2.1:

(a) BT will continue to provide the Cloud Work Service for the new Renewal Period selected;

(b) the User Feature Pack Licences will renew for the Renewal Period;

(c) the Charges agreed between both of us will apply during the Renewal Period; and

(d) both of us will continue to perform each of our obligations in accordance with the Contract.

7.2.3 Where the Cloud Work Service has not been extended in accordance with Paragraph 7.2.1:

(a) BT will continue to provide the Cloud Work Service until the Cloud Work Service is terminated by either one of us;

(b) the User Feature Pack Licences will continue on a monthly basis;

(c) BT will invoice you on a monthly basis the Charges applicable to a 12 month Minimum Period of Service as set out in Section 56, Part 18, Subpart 11 of the BT Price List from expiry of the Minimum Period of Service or current Renewal Period; and

(d) both of us will continue to perform each of our obligations in accordance with the Contract.

7.2.4 If either of us gives Notice, in accordance with the Contract, to the other of an intention to terminate the Cloud Work Service at the end of the Minimum Period of Service or a subsequent Renewal Period, BT will cease delivering the Cloud Work Service on the last day of the Minimum Period of Service or subsequent Renewal Period.

7.3 **Termination of Contract**

7.3.1 For the purposes of Clause 17 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate:

(a) the Cloud Work Service, any applicable Order; or

(b) an individual User Feature Pack Licence,

by giving 28 days' Notice to the other.

7.3.2 BT may automatically terminate the Cloud Work Service, including the associated User Feature Pack Licences, to a particular Site if your separate contract for Access Service for that Site is terminated for any reason. If this occurs during the Minimum Period of Service or the Renewal Period for that particular Site, you will pay BT Termination Charges as set out in Paragraph 7.9.3, subject to Paragraph 7.9.5.

7.4 **Customer Committed Date**

7.4.1 If you request a change to the Cloud Work Service or any part of the Cloud Work Service, including any Purchased Equipment, then BT may revise the Customer Committed Date to accommodate that change.

7.5 **Access to Emergency Services**

7.5.1 BT will provide the ability for Users to call the emergency services by dialling "**999**" or "**112**", but caller location information will only be provided by BT if you:

(a) inform BT of the geographic location of calling numbers to enable BT to maintain a database of calling numbers and geographic locations;

(b) inform BT immediately of any changes to those locations; and

(c) configure your Cloud Work Service to accurately convey correct calling number locations.

7.5.2 BT will not guarantee your ability to use the Cloud Work Service to make emergency calls at all times, including where:

(a) there is a failure of mains power or Access Service;
(b) you are accessing the Cloud Work Service from a mobile device and are not using the mobile network;
(c) BT has suspended or interrupted the Cloud Work Service for any reason, including Maintenance; or
(d) your LAN and WAN networks are not adequate or resilient; and

therefore, BT recommends that you consider an alternative means to support emergency calls.

7.5.3 Every network number is registered to a Site address in your network and where an emergency call is made the location information received by the emergency services will be the Site address. Where a network number is reallocated from one Site to another, there may be a delay in updates to caller location information held by the emergency services and until the emergency services receive any updated location information, the location information held by the emergency services will be the address of the Site before the network telephone number was reallocated.

7.6 **EULA**

7.6.1 BT will only provide the Cloud Work Service if you have entered into the end user license agreement in the form set out at any web-link or other location that BT or the Software supplier may notify to you, as may be amended or supplemented from time to time ("**EULA**").

7.6.2 You will observe and comply with the EULA for any and all use of the applicable Software.

7.6.3 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the EULA, BT may restrict or suspend the Cloud Work Service upon reasonable Notice, and:

(a) you will continue to pay the Charges for the Cloud Work Service until the end of the Minimum Period of Service or the Renewal Period; and
(b) BT may charge a re-installation fee to re-start the Cloud Work Service.

7.6.4 You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between you and the Software supplier and you will deal with the Software supplier with respect to any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.

7.6.5 Where the EULA is presented in a 'click to accept' function and you require BT to configure or install Software on your behalf, BT will do so as your agent and bind you to the EULA.

7.7 **Telephone Numbers**

7.7.1 You will not own any telephone number related to the Cloud Work Service and, apart from your right to number portability where you change communications provider, all your rights to use telephone numbers will cease on termination or expiration of the Cloud Work Service.

7.8 **Invoicing**

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

(a) Recurring Charges, except Usage Charges, monthly or quarterly in advance (depending on your billing frequency) and for any period where the Cloud Work Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis and charged in arrears;
(b) Usage Charges, monthly or quarterly in arrears (depending on your billing frequency), calculated at the then current rates;
(c) any Charges for the chargeable add-ons listed in the BT Price List monthly in advance;
(d) any Charges for any Purchased Equipment from the Service Start Date, and those Charges that will apply from the date you take delivery or possession of that Purchased Equipment;
(e) Professional Services Charges; and
(f) any Termination Charges incurred in accordance with Paragraph 7.9 upon termination of the relevant Cloud Work Service.

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

(a) Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
(b) Charges for commissioning the Cloud Work Service in accordance with Paragraph 8.2 outside of Business Hours;
(c) Charges for Late Changes as set out in Section 56, Part 18, Subpart 11 of the BT Price List;
(d) Out of Scope Charges as set out in Section 56, Part 18, Subpart 11 of the BT Price List; and

(e) any other Charges set out in any applicable Order or the BT Price List or as otherwise agreed between both of us, including:

(i) Charges for late payment as set out in Section 15, Part 12 of the BT Price List;
(ii) Charges for dishonoured payments as set out in Section 15, Part 12 of the BT Price List; and
(iii) Charges for payment processing (if applicable) as set out in Section 15, Part 12 of the BT Price List.

7.9 **Cancellation and Termination Charges**

7.9.1 **Cancellation Charges**

For the purposes of Clause 16 of the General Terms, you will pay BT the Cancellation Charges as set out in Section 56, Part 18, Subpart 11 of the BT Price List if you cancel:

(a) an Order for the Cloud Work Service, or part of it, at any time before the Service Start Date; or
(b) an Order for Professional Services at any time before the Professional Services are completed.

7.9.2 **Termination Charges**

If you terminate the Contract, the Cloud Work Service, any applicable Order, or an individual User Feature Pack Licence for convenience in accordance with Clause 17 of the General Terms you will pay BT:

(a) all outstanding Charges or payments due and payable under the Contract;
(b) any other Charges as set out in any applicable Order; and
(c) any charges reasonably incurred by BT from a supplier as a result of your early termination.

7.9.3 In addition to the Charges set out at Paragraph 7.9.2 above, if:

(a) BT terminates during the Minimum Period of Service or any Renewal Period, a Cloud Work Service, including the associated User Feature Pack Licences, to a particular Site because your separate contract for Access Service for that Site is terminated for any reason; or
(b) you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT Termination Charges, as compensation, equal to 70 per cent of the Recurring Charges of the relevant User Feature Pack Licences being terminated for any remaining months of the Minimum Period of Service or the Renewal Period.

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

7.9.5 The Termination Charges in Paragraph 7.9.3 will not apply where a separate contract with BT for the Access Service was terminated because:

(a) Clauses 18 and 19 of the General Terms apply;
(b) BT terminated the separate contract for Access Service for convenience under Clause 17 of the General Terms; or
(c) you terminated the separate contract for Access Service for convenience because BT has made a change to the contract for Access Service that causes you material detriment.

7.10 **Content**

7.10.1 Where BT provides you with Content:

(a) the use of Content is at your own risk;
(b) the Content may change from time to time;
(c) the Content will only be used for its own purposes and is protected by copyright, trademark, and other Intellectual Property Rights;
(d) you will not copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the Content;
(e) BT will not guarantee the accuracy or completeness of the Content;
(f) some of the Content will have its own terms which may be displayed online or elsewhere. You will comply with any applicable terms when accessing Content;
(g) access to any Content provided on a subscription basis as part of the Cloud Work Service will cease when this Contract ends;
(h) BT will have no obligation to store Content or any responsibility if stored Content is lost or deleted; and
(i) BT recommends that you save copies of information you wish to keep on other devices not connected with the Service.

7.11 **Content for Music on Hold**

7.11.1 Where you provide Content for Music on Hold, you:

(a) warrant that you have obtained in writing all necessary rights, clearances and permissions to allow BT to provide Music on Hold using the Content, including any associated copying, storage, streaming or playing of the Content;

(b) will obtain all necessary licences from the Performing Right Society (PRS), Mechanical Copyright Protection Society (MCPS), Phonographic Performance Limited (PPL) or any copyright holder; and

(c) will pay any royalties or other charges to use the Content for Music on Hold.

7.11.2 You will indemnify BT for any Claims, losses, costs or liabilities brought against BT that results from or is connected with your failure to comply with this Paragraph 7.11.

7.11.3 Where any Content that you provide for Music on Hold becomes, or BT reasonably believes is likely to become, the subject of a Claim of infringement of any third party's Intellectual Property Right or breach of any licensing requirement, BT may:

(a) delete the Content and replace the deleted Content with non-infringing Content; or

(b) disable the Music on Hold feature.

7.12 **Resale**

The Cloud Work Service and Software are provided solely for your own use and you will not resell or attempt to resell the Service (or any part or facility of it) to anyone else.

7.13 **Use of the Cloud Work Service**

7.13.1 You will not allow the Cloud Work Service to be used in any way that does not comply with any instructions BT has given to you or in breach of this Contract and must not attempt to circumvent any security measures.

7.13.2 You will be able to access the Cloud Work Service with any IP Phone:

(a) from the Cloud Work portfolio, or

(b) not provided by BT under this Contract; and

(i) approved by BT; or

(ii) configured by you for use with the Cloud Work Service,

but some or all of the functionality of the IP Phone may not be available with the Cloud Work Service.

7.13.3 You will only use the Cloud Work Service in the United Kingdom.

7.13.4 You will pay any Charges associated with any changes required to your IP Phone network (including the need for additional bandwidth) as a result of voice and data usage.

7.14 **Geographical Number Porting**

7.14.1 Where you wish to port any Geographical Number(s) to BT, you will:

(a) provide BT with full and accurate details of the Geographical Number(s) to be ported;

(b) reach any commercial agreement with the suppliers of the services to which the numbers apply, including terminating the services and paying any applicable termination charges; and

(c) sign any letter of authority reasonably required by BT authorising the porting of the Geographical Number(s).

7.14.2 BT will provide you with a Port Date.

7.15 **BT Cloud Phone Portal**

7.15.1 BT will make available online via the BT Cloud Phone Portal details of your Cloud Work Service, including configuration information.

7.15.2 BT will use reasonable endeavours to provide uninterrupted access to the BT Cloud Phone Portal but BT does not guarantee that the BT Cloud Phone Portal will be available at all times or will be fault free.

7.15.3 Occasionally, for commercial or operational reasons including during the provision of service enhancements or software upgrades, BT may at any time:

(a) change the access arrangements or URLs given to you provided that, if BT deems it appropriate, BT will notify you within a reasonable time before the event;

(b) change, without notice, the performance or functionality of the BT Cloud Phone Portal including all information, materials and Content, or the way BT provides the BT Cloud Phone Portal; or

(c) without notice, interrupt or suspend access to the BT Cloud Phone Portal but will restore access as quickly as possible.

7.15.4 In addition to Clause 15 of the General Terms, BT may, without Notice, restrict or suspend your access to or use of the BT Cloud Phone Portal, or any part of it, if BT reasonably believes that you are in breach or likely to be in breach of the Contract or of any other contract that you have with BT.

7.16 **Additional User Feature Pack Licences**

7.16.1 You may apply to add User Feature Pack Licence(s) to the Contract at any time.

7.16.2 The additional User Feature Pack Licence(s) will commence from the date requested and will run co-terminus with the Minimum Period of Service for your subscribed Cloud Work Service.

7.17 **Migration**

7.17.1 If you migrate from the Cloud Work Service to another BT service, BT may charge you Termination Charges unless the migration is an upgrade to a BT service with a contract that has, in BT's reasonable opinion, a value equal to or higher than this Contract.

Part B – Service Delivery and Management

8 BT'S OBLIGATIONS

8.1 **Service Delivery**

Before the Service Start Date and, where applicable, throughout the provision of the Cloud Work Service, BT:

8.1.1 will provide you with contact details for a Service Desk that will be available:

(a) during Business Hours on Business Days for Cloud Work Basic Users and any Single User Accounts; and

(b) 24x7x365 for Cloud Work Connect+ HD Video Meetings Users and Cloud Work Collaborate Users, excluding Single User Accounts;

8.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that you have notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract;

8.1.3 will provide you with a Customer Committed Date and will use reasonable endeavours to meet any Customer Committed Date, but all dates are estimates; and

8.1.4 will use reasonable endeavours to meet any timescales for Professional Services, but all dates are estimates and are dependent upon the accuracy and completeness of the information that you supply to BT and the degree of assistance that you provide to BT.

8.2 **Commissioning of the Service**

Before the Service Start Date, BT will:

8.2.1 activate the Cloud Work Service;

8.2.2 on the date that BT has completed the activation of the Cloud Work Service, confirm to you the Service Start Date; and

8.2.3 in relation to the Professional Services:

(a) demonstrate that the Professional Service Components have been completed and require your Acceptance;

(b) after the date that you have Accepted the Professional Service Components in accordance with Paragraph 9.3 activate the Cloud Work Service; and

(c) on the date that BT has completed the activation of the Cloud Work Service, confirm to you the Service Start Date.

8.3 **During Operation**

On and from the Service Start Date, BT:

8.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if you report an Incident on the BT Network;

8.3.2 will maintain the BT Cloud Phone Portal as set out in Paragraph 7.15;

8.3.3 may carry out Maintenance from time to time and will use reasonable endeavours to inform you at least five Business Days before any Planned Maintenance on the BT Network or Purchased Equipment, however, BT may inform you with less notice than normal where Maintenance is required in an emergency;

8.3.4 may, in the event of a security breach affecting the Cloud Work Service, require you to change any or all of your passwords; and

8.3.5 may withdraw any Software at any time.

8.4 **The End of the Cloud Work Service**

On termination of the Cloud Work Service by either of us, BT:

8.4.1 may delete any Content; and

8.4.2 will terminate your right to access and use the BT Cloud Phone Portal.

9 YOUR OBLIGATIONS

9.1 **Service Delivery**

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

9.1.1 provide BT with the names and contact details of the Customer Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;

9.1.2 provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Cloud Work Service;

9.1.3 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);

9.1.4 ensure that the LAN protocols and applications you use are compatible with the Cloud Work Service;

9.1.5 prepare and maintain the Site(s) for the installation of BT Equipment and Purchased Equipment and supply of the Cloud Work Service, including:

(a) providing a suitable and safe operational environment for any BT Equipment or Purchased Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and applicable installation standards;

(b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect BT Equipment or Purchased Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance services;

(c) carry out any work that may be required after installation to make good any cosmetic damage caused during installation or maintenance;

(d) provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the Cloud Work Service, BT Equipment or Purchased Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the Cloud Work Service resulting from failure in the principal power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards; and

(e) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate;

9.1.6 appoint an Administrator who will be responsible for Cloud Work Service management and administration including:

(a) service configuration;

(b) User account set-up including password management and provision of administration rights; and

(c) suspension or deletion of User accounts that should not be active;

9.1.7 ensure that the Administrator will:

(a) follow, and will be responsible for ensuring that Users follow, best business practice for password security and management;

(b) allow administration rights only to those Users who need them, conduct regular audits and take action to remove rights as necessary; and

(c) immediately delete a User account if it is no longer required;

9.1.8 immediately inform BT of any changes to the name and contact details of the Administrator;

9.1.9 select either Professional Services Essentials or Professional Services Extras where your Order includes implementation of 100 or more User Feature Pack Licences;

9.1.10 where you select Professional Services:

(a) attend and participate in all meetings and telephones calls to discuss and provide information required to perform the Professional Services;

(b) be responsible for undertaking any remedial action required for your LAN/WAN as identified during the network assessment;

(c) assist in the completion of and approve the Business Requirement Deliverable document; and

(d) comply with all of the terms and any additional obligations as set out in any Order and any other document relating to the Professional Services;

9.1.11 install the IP Phones and connect them to your network unless you have purchased Professional Services Extras; and

9.1.12 install the analogue terminal adaptors.

9.2 **During Operation**

On and from the Service Start Date, you will:

9.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;

9.2.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;

9.2.3 monitor and maintain any Customer Equipment connected to the Cloud Work Service or used in connection with a Cloud Work Service;

9.2.4 ensure that any Customer Equipment that is connected to the Cloud Work Service or that you use, directly or indirectly, in relation to the Cloud Work Service is:

(a) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means;

(b) adequately protected against viruses and other breaches of security;

(c) technically compatible with the Cloud Work Service and will not harm or damage BT Equipment, the BT Network or any of BT's suppliers' or subcontractors' network or equipment; and

(d) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;

9.2.5 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment does not meet any relevant instructions, standards or Applicable Law. Regardless of what it says elsewhere in the Contract, if you do not immediately disconnect any Customer Equipment, or advise BT to do so at your expense in accordance with this Paragraph 9.2.5, BT may suspend an affected Cloud Work Service immediately;

9.2.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Cloud Work Service;

9.2.7 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Cloud Work Service and:

(a) immediately terminate access for any person who is no longer a User;

(b) inform BT immediately if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;

(c) take all reasonable steps to prevent unauthorised access to the Cloud Work Service;

(d) satisfy BT's security checks if a password is lost or forgotten; and

(e) change any or all passwords or other systems administration information used in connection with the Cloud Work Service if BT requests you to do so in order to ensure the security or integrity of the Cloud Work Service.

9.2.8 ensure that the maximum number of Users of IP Phones will not exceed the permitted number of User identities as set out in any applicable Order;

9.2.9 not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case you will ensure the prior User will no longer have any right to access or use the Cloud Work Service;

9.2.10 only connect IP Phones that you have purchased from the Cloud Work portfolio to the Cloud Work Service, IP Phones owned by you and approved by BT or IP Phones that have been configured for use with the Cloud Work Service as set out in Paragraph 7.13.2; and

9.2.11 subject to Paragraphs 7.3.2, 7.9.3 and 7.9.5, not terminate the Access Service or allow the Access Service to be terminated.

9.3 **Acceptance of Professional Services**

9.3.1 You will confirm if you Accept the Professional Service Components within two calendar days after receiving Notice from BT in accordance with Paragraph 8.2.3 ("**Acceptance Period**").

9.3.2 The Professional Service is Accepted by you if you confirm Acceptance in writing during the Acceptance Period or is treated as being Accepted by you if you do not provide BT with Notice to the contrary by the end of the Acceptance Period.

9.3.3 If, during the Acceptance Period, you provide BT Notice that you do not Accept the Professional Service Components BT will remedy the non-conformance without undue delay and provide you Notice that BT has remedied the non-conformance and requires Acceptance in accordance with Paragraph 9.3.2.

10 NOTIFICATION OF INCIDENTS

Where you become aware of an Incident:

10.1 the Customer Contact will report it to the Service Desk;

10.2 BT will give you a Ticket; and

10.3 BT will use reasonable endeavours to resolve the Incident as soon as reasonably practicable.

Part C – Service Levels

11 PORT DATE SERVICE LEVEL

11.1 **Port Date Service Level**

Where you have requested BT to port any Geographical Number(s) to BT in accordance with Paragraph 7.14, BT aims to port the Geographical Number(s) on or before the Port Date ("**Port Date Service Level**").

11.2 **Port Date Service Credits**

11.2.1 If BT fails to port a Geographical Number by the Port Date, you may claim Port Date Service Credits for each day after the Port Date until the date that Geographical Number is ported at a daily rate equal to the monthly Recurring Charge for the associated User Feature Pack Licence (excluding VAT) divided by 30 and multiplied by 1.5 for each whole or part day BT is late in porting the number.

11.2.2 You may request Port Date Service Credits within 90 days of BT confirming that the delayed Geographical Number porting has been completed by phoning 08003890598 or as otherwise advised by BT. Any failure by you to submit a claim in accordance with this Paragraph 11.2.2 will constitute a waiver of any claim.

11.2.3 Upon receipt of a valid request for Port Date Service Credits in accordance with Paragraph 11.2.2:

(a) BT will issue you with Port Date Service Credits by deducting the Port Date Service Credit from your invoice within two billing cycles of the request being received; and

(b) following termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Port Date Service Credit in a reasonable period of time.

11.3 The Port Date Service Level and Port Date Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.

11.4 The Port Date Service Level and Port Date Service Credits under this Schedule will not apply:

11.4.1 in the event that Clause 8 or Clause 23 of the General Terms applies;

11.4.2 during any trial period of the Cloud Work Service;

11.4.3 where BT has agreed to Geographical Number porting outside of Business Hours; or

11.4.4 if in BT's reasonable opinion:

(a) someone other than BT (including the previous service provider) causes a delay or prevents BT from porting the number;

(b) the network connection is not ready for use;

(c) BT reasonably asks for other help and you do not provide it;

(d) BT is unable to contact you; or

(e) the number has been ported by the Port Date but the Service Start Date has been delayed for other reasons.

Part D – Defined Terms

12 DEFINED TERMS

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

"**4G**" means Long Term Evolutions (LTE) and is used for both voice and data services. You may use 4G services when you are in range of a 4G base station.

"**4G Assure**" means BT's resilience service that in the event your Access Service fails, will, if you have purchased this service as part of your Access Service, enable you to automatically switch over to the BT 4G network.

"**Access Service**" means BT Business Broadband, BT Business Infinity, BTnet or BT IP Connect UK or a third party Internet service.

"**Acceptance**" or "**Accept**" means confirmation of completion of the Professional Service Components as set out in Paragraph 9.3.2 save for any minor non-conformities that will be resolved as an Incident in accordance with Paragraph 10.

"**Acceptance Period**" has the meaning given to it in Paragraph 9.3.1.

"**Administrator**" means any individual that you appoint to be responsible for Cloud Work Service management and administration matters.

"**Auto Receptionist**" means the feature in which anyone dialling the specified number will be greeted with options to specify the route of the Call to a specific User or team.

"**BT Business Broadband**" means a service from BT that provides high speed network access to the Internet, as further described at https://business.bt.com/products/broadband/.

"**BT Business Infinity**" means any of the infinity broadband services from BT with further details set out at https://business.bt.com/products/broadband/.

"**BT Cloud Phone Portal**" means the Cloud Work Service secure shared web portal which enables you to view service information, manage and administer the Cloud Work Service.

"**BT IP Connect UK**" means BT's IP Connect UK service that connects all your sites to a single private IP VPN, converging your voice, data, and video applications into a single IP network.

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

"**BTnet**" means a BT data service that allows you to connect to the Internet using a range of access methods at a variety of speeds over the BT Network.

"**Business Hours**" means between the hours of 0800 and 1800 in a Business Day.

"**Business Requirement Deliverable**" means the document that forms the core of the Planning and Design phase of Professional Services with further details in the Order.

"**Call**" means a signal, message or communication that is silent, spoken or visual.

"**Call Routing**" means the feature that enables passing a Call onwards to a specified User or team.

"**Cloud Work Basic**" means the Cloud Work User Feature Pack with further details set out at Section 56, Part 18, Subpart 11 of the BT Price List.

"**Cloud Work Collaborate**" means the Cloud Work User Feature Pack that includes all the features of the Cloud Work Basic and the Cloud Work Connect+ HD Video Meetings and some additional features with further details set out at 56, Part 18, Subpart 11 of the BT Price List.

"**Cloud Work Connect+ HD Video Meetings**" means the Cloud Work User Feature Pack that includes all the features of the Cloud Work Basic and some additional features with further details set out at 56, Part 18, Subpart 11 of the BT Price List.

"**Cloud Work Service**" has the meaning given to it in Paragraph 1.

"**Content**" means information made available, displayed or transmitted in connection with a Cloud Work Service including applications, data, information, emails, video, graphics, sound, music, photographs, software or any other material.

"**Customer Contact**" means the Administrator authorised to act on your behalf for Cloud Work Service management matters.

"**Customer Equipment**" means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with a Cloud Work Service.

"**Enabling Service**" has the meaning given in Paragraph 5.1.
"**Ethernet**" means a family of computer networking technologies for LANs.
"**EULA**" has the meaning given in Paragraph 7.6.1.
"**Floor Walk**" means an individual on your office floor amongst your employees.
"**General Terms**" means the general terms that this Schedule is attached to, or where not attached to this Schedule, can be found at www.bt.com/terms, and form part of the Contract.
"**Geographical Number**" means public telephone numbers in the UK (excluding the Channel Islands) in the number space governed by Ofcom and attributed to communication providers for the purpose of enabling public telephony at a fixed location and which for the Cloud Work Service means a telephone number starting with 01 and 02.
"**Go-Live Support**" means guidance available during initial implementation.
"**HD Video Meeting**" means the web meetings and high definition video meetings features that BT provides as part of the Cloud Work Service.
"**Incident**" means an unplanned interruption to, or a reduction in the quality of, the Cloud Work Service or particular element of the Cloud Work 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.
"**IP Phones**" means the range of phones that use voice over IP technologies for placing and transmitting telephone calls over an IP network, such as the Internet, instead of the traditional PSTN and that are configured for use with the Cloud Work Service.
"**Late Changes**" means any changes or delays made in the 10 calendar days immediately before an agreed and Scheduled Site visit.
"**Local Area Network**" or "**LAN**" means the infrastructure that enables the ability to transfer IP services within Site(s) (including data, voice and video conferencing services).
"**Minimum Period of Service**" means a period of 12, 24, 36 or 60 consecutive months beginning on the Service Start Date, as set out in any applicable Order.
"**Music on Hold**" means a feature that provides a continuous broadcast of music to callers in a queue or on call hold.
"**Network Assessment**" has the meaning given to it in Paragraph 3.3 and as further described in the Order.
"**Number Porting**" has the meaning given to it in Paragraph 3.3 and as further described in the Order.
"**Onsite Training**" means the training delivered at your Site as part of Cloud Work Professional Services Extras.
"Out of Scope Charges" means any additional work carried out on Professional Services because of changes requested that are outside of the scope of the Professional Services set out in the Order.
"**Phone Deployment**" means an onsite engagement as part of Professional Services Extras and that includes the testing, staging, deployment of IP Phones and Software, and Go-Live Support as further described in any applicable Order.
"**Planned Maintenance**" means any Maintenance BT has planned to do in advance.
"**Planning and Design**" means the onsite engagement as part of Professional Services Essentials and Professional Services Extras to capture the details of your existing environment and plan for the future environment as further described in any applicable Order.
"**Port Date**" means the date that BT provides to you on which your existing Geographical Number will be ported and the Cloud Work Service made available to you on that number.
"**Port Date Service Credit**" means the Service Credit available for a failure to meet the Port Date Service Level as set out in Paragraph 11.1.
"**Port Date Service Level**" has the meaning given in Paragraph 11.1.
"**Professional Service Components**" means those elements of the Professional Services as set out in Paragraph 3.3 that you place on the Order.
"**Professional Services**" means Professional Services Essentials, Professional Services Extras and any applicable services provided by BT which are labour related services.
"**Professional Services Essentials**" means the Professional Services option that includes Project Management, Number Porting, Planning and Design, Network Assessment, Business Requirement Deliverable, UI Build Out and Remote Training Sessions with further details set out in the Order.
"**Professional Services Extras**" means the Professional Services option that includes all the features of Professional Services Essentials as well as Phone Deployment and Onsite Training with further details set out in the Order.
"**Project Management**" has the meaning given to it in Paragraph 3.3 and as further described in the Order.

"**PSTN**" means Public Switched Telephone Network, which is the concentration of the world's public circuit switched telephone networks.
"**Recurring Charges**" means the Charges for the Cloud Work Service or applicable part of the Cloud Work Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.
"**Remote Training Sessions**" has the meaning given to it in Paragraph 3.3 and as further described in the Order.
"**Renewal Period**" means for each Cloud Work Service, a period of 12, 24, 36 or 60 months following the Minimum Period of Service, and each subsequent 12, 24, 36 or 60 month period as agreed by both of us in accordance with Paragraph 7.2.1.
"**Service Desk**" means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the Cloud Work Service.
"**Service Management Boundary**" has the meaning given in Paragraph 4.
"**Service Options**" has the meaning given in Paragraph 3.
"**Single User Account**" means an account with only one User Feature Pack Licence.
"**Site**" means a location at which the Cloud Work Service is provided.
"**Standard Service Components**" has the meaning given in Paragraph 2.
"**Ticket**" means the unique reference number provided by BT for an Incident and that may also be known as a "**fault reference number**".
"**UI Build-out**" has the meaning given to it in Paragraph 3.3 and as further described in the Order.
"**Usage Charges**" means the Charges for the Cloud Work Service or applicable part of the Cloud Work Service that are calculated by multiplying the volume of units that you used or incurred in a period (e.g. number of agents using the Cloud Work Service, or the number of minutes the Cloud Work Service was used for) with the relevant fee as set out in any applicable Order.
"**User Feature Pack Licence**" means a licence that you acquire from BT to enable a User to use the Cloud Work Service.
"**User Feature Pack**" means Cloud Work Basic, Cloud Work Connect+ HD Video Meetings or Cloud Work Collaborate.
"**Virtual Private Network**" or "**VPN**" means a network that appears private to users while being provided over network infrastructure that is shared with other customers. Unless otherwise agreed in writing, communications over your VPN are restricted to those sites belonging to your VPN.
"**WEEE Directive**" has the meaning given in Paragraph 6.3.1.
"**WEEE**" has the meaning given in Paragraph 6.3.1.
"**Wide Area Network**" or "**WAN**" means the Access Service or any other network through which you connect to the Cloud Work Service.

A Note On 'You'

'You' and 'your' mean the Customer.

Data Processing Annex

1 Subject Matter Of The Processing Of Personal Data

This Data Processing Annex sets out the details regarding how Customer Personal Data is Processed when providing the Cloud Work Service.

2 Duration Of The Processing Of Personal Data

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

3 The Nature And Purpose Of The Processing Of Personal Data

3.1 The Cloud Work Service is a hosted voice over internet (VoIP) Service providing voice and on-net video, and collaboration facilities and enabling Users to make and receive Calls to other Users as well as access the public switched telephone, mobile and international network.

3.2 BT Processes (hosts) any information that is generated by your use (or your employees', agents' or sub contractors' use) of the voice recording features.

3.3 Call records are obtained by BT through a live monitoring tool and are retained for up to 90 days.

4 Types Of Personal Data and Categories of Data Subjects

4.1 The types of Customer Personal Data Processed by BT or its Sub-Processors or you will be:

4.1.1 name;

4.1.2 gender;

4.1.3 email address;

4.1.4 address;

4.1.5 telephone number;

4.1.6 associated persons;

4.1.7 contact notes from calls;

4.1.8 allocated account number;

4.1.9 contact records;

4.1.10 call records;

4.1.11 user ID; and

4.1.12 passwords

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

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

4.2.1 your end users; and

4.2.2 your employees, directors and contractors.

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