Customer agrees to subscribe for, and BT agrees to provide, the Service described in this Schedule until terminated in accordance with the conditions of the governing agreement. This Schedule consists of:

- **Part A – Microsoft Teams Service Terms**, the Service-specific terms and conditions agreed by the Parties; and
- **Part B – Service Description**, which contains descriptions of the Service's core functionality, optional features, service limitations, and its support procedures along with any defined terms used in Part A and Part B.

The Service provided by BT is a support service supporting the Customer's Microsoft Teams service and/or provision and support of any BT direct routing services they may have (the **Service**). The Service provides User administration support and a BT Service Desk that will manage Incidents and service requests in accordance with this Schedule. The Customer can choose different levels of support depending on the Microsoft Teams services and/or any direct routing service, the Customer wants BT to support – these are shown as different SKUs in this Schedule.

This Schedule does not set out the terms and conditions for purchasing Microsoft Teams licenses or any GSIP service (e.g. BT One Voice) the Customer may have. The Customer shall directly purchase the Microsoft Teams licenses from Microsoft or an authorized Microsoft distributor. The GSIP service may be purchased from BT subject to contracting a BT service like BT One Voice under separate terms or from another provider providing GSIP services.

All Service components selected by the Customer, including any options set out in this Schedule, will be set out in the Order Form.

1. CHARGES AND INVOICING

BT will invoice Customer for the Charges for the Service as set out in any Orders. If any optional Services (as set out in Part B) are ordered they will clearly be set out in the Order together with the additional Charges for those Services.

2. DELIVERY

Delivery is the set-up of the Service. **Service transition** is the process for onboarding all in-scope Users, as well as configuration and go-live of all other related in-scope Service components. During Service transition, the Customer specific configuration details will be agreed for the Services and will be implemented in accordance with the statement of work (**SOW**) agreed between the Parties. Service transition ends on the completion of all tasks described in the SOW. As part of the SOW, BT and the Customer shall jointly define the acceptance criteria for the Service at each in-scope Site.

3. IN-LIFE SERVICE MODEL AND PROCESS

3.1 Customer Service Plan

The **Customer Service Plan** is a document agreed with the Customer upon completion of the Delivery phase providing Customer specific information relevant to the Service purchased. The Customer Service Plan will be prepared by BT during Service transition with input from Customer. The Customer Service Plan content includes:

- The high-level Service scope specific to the Customer;
- Administrative and operational procedures for interaction between the Customer and BT for the provision of the Services; and
- Incident escalation procedures, contact details, and any defined planned maintenance schedule.

The Customer Service Plan is managed jointly in-life by the Customer and BT's Account/Service Manager.

3.2 BT Service Desk

The service desk provided by BT is a global support desk providing Incident management 24 hours, 365 days of the year (**BT Service Desk**). The BT Service Desk uses telephone, email and an online incident management portal to raise and track Incidents and service requests. The Customer will provide its own first line support via its own service desk that interface with the BT Service Desk. To efficiently resolve reported Incidents, the Customers service desk will pre-qualify Incidents by asking questions to the Customer's service desk personnel reporting the Incident. BT may request BT vendors to interact with Users for further course of action whenever appropriate.

3.2.1 Main BT Service Desk Tasks

The BT Service Desk will:

(a) Be the first point of contact for all Customer authorised administrators.

(b) Provide second and third-line support to the Customer's service desk in English.

(c) Track, manage and troubleshoot Incidents raised by the Customer service desk and by BT's management systems.

(d) Carry out service requests raised by the Customer.

(e) Manage cases raised with Microsoft using standard Microsoft support (underpinned by the Customer's support subscription level).

(f) Manage cases with other vendors, where within service scope.

(g) Take responsibility for dealing with day-to-day technical Microsoft Teams administration.

(h) Provide second line support to the Customer authorised administrators.

(i) Handle general enquiries from the Customer authorised administrators including planned work, requests for information and service requests.

Further description of the BT Service Desk and related process will be set out in the Customer Service Plan.

3.2.2 Service Desk Performance.

BT will prioritise Incidents received by the BT Service Desk and if identified as serviced by the Service, then BT will proactively manage the recovery from underlying causes by liaising with the relevant third line support teams and customer system administrators.

3.2.3 The Incident and service request process is as follows:

(a) The Customer service desk will submit the request from the BT Service Desk via email or BT's on-line portal.

(b) Service requests cannot be raised via telephone, for reasons of quality, auditability and security. It is recommended that high priority Incidents are supported with a phone call to the BT Service Desk.

(c) The BT Service Desk will provide an initial assessment, a reference number will be provided and a priority level communicated to the Customer. The Customer will retain a record of the reference number which, in the event of a Service Level claim, must be quoted.

(d) The BT Service Desk will then progress the work in accordance with the relevant escalation procedures. The BT Service Desk will escalate any unresolved Incidents to a third level support team which will have administration rights (depending on the Service ordered) over the Service and will receive alerts from the monitoring tools.

(e) The BT Service Desk may escalate unresolved Incidents to vendors in accordance with the relevant responsibility matrix as documented in the Customer Service Plan.

(f) The BT Service Desk will retain overall ownership of all Incidents until the Incident has been resolved and closed.

3.3   Incident Management

An **Incident** is an unplanned interruption to, or a reduction in the quality of the Service or particular element of it BT has designed its standard Incident management procedures to increase the likelihood that each Incident priority level type will be resolved within the target time listed in the table below (however, target times are not Service Levels). Where available, BT will repurpose additional available BT Service Desk resources to assist with Priority 1 Incidents.

Incident Priority	Description	Target for resolving Incidents	Target for responding to Customers	How often BT will update Customer
Priority 1	• Significant loss or degradation of Service • Critical business impact • Typically affects all Users.	4 hours	1 hour	Every hour
Priority 2	• Moderate loss or degradation of Services • Moderate business impact • Work is impaired, but can reasonably continue • Typically affects a large group of Users, or degrades all User's Service.	24 hours	1 hour	Every 2 hours
Priority 3	• Minor or no impediments • Minimum business impact • Typically affects fewer than ten Users.	72 hours	4 hours	Every 4 hours
Priority 4	• General service query or request for information. • BT might ask Customers to raise a request for change, instead.	n/a	24 hours	n/a

3.4   Service Requests.

Service request types and target completion times are set out in Part B – Service Description of this Schedule.

The Customer may request that service requests are escalated and carried out at a higher priority for certain situations. This may be required for example in the case of a potential security breach, or a high-level User request. Service request tracking is compiled by BT and this data is provided in reports to the Customer per Reporting Period.

Service requests must be raised by a Customer authorised administrator. Customer authorised administrators are named individuals that are authorised to log service requests.

3.5   Maintenance Windows

BT will define and publish to Customer a standard maintenance window where BT will execute regular operating system patching, restarts, as well as physical maintenance on equipment, that may cause the Service or part of the Service to be affected. Emergency maintenance and related updates and other procedures will be scheduled by BT, on a case-by-case basis. Advance notice of emergency maintenance will be given to the Customer where reasonably practicable. If it is not possible to give advance notice BT will inform the Customer after why emergency maintenance was required without advance notification. The standard maintenance window will be documented in the Customer Service Plan.

3.6   Management Reports

Management reports will be provided to the Customer on a monthly basis via email. Standard management reports will contain (as a minimum) a summary of service requests, administration requests and Incidents in occurring in the month. Reports will be available within 14 days after the end of the applicable month. Any Customer-specific reports will be set out in the Customer Service Plan.

3.7   Service meetings

Unless otherwise and expressly agreed by the Parties, BT's service manager will be available for Customer specific-service management conference calls with the Customer once every three months, or as needed to address problem management.

4.   THE CUSTOMER'S RESPONSIBILITIES

4.1   General Customer Responsibilities

4.1.1   The Customer is responsible for:

(a)   providing contact details for all individuals who will be Customer's authorized administrators, authorized to make service requests on behalf of the Customer. The Customer is responsible for training its Customer authorized administrators on how to interface with the Service;

(b)   providing any necessary company information to the issuing authority of any required public (external) certificates;

(c)   ensuring, at its own expense that its personal computers, mobile devices, handsets, headsets, webcams or accessories which may be required to access the Service are of sufficient technical specification to meet the requirements for the client applications as specified by Microsoft on its website;

(d)   ensuring that Users have the appropriate client(s) installed on their desktop/mobile device(s);

(e)   providing all information reasonably required by BT to provide the Service including any agreed integration with the Customer's own applications or voice services. The Customer is responsible for providing and maintaining any such application(s) and for providing access to it as required by BT for the entire duration of the Service;

(f)   the creation and maintenance of all Customer information and ensuring that Customer complies with any applicable legislation relevant to the provision of such customer information to BT;

(g)   ensuring regulatory compliance of any network and/or voice services that are used in combination with the Service; and

(h)   payment of all PSTN, SIP Trunking or mobile charges incurred when using the Service.

4.1.2   The Customer acknowledges that the Service does not qualify as a full replacement of a PSTN service and that the Customer's Public Telecommunication Service Provider (PTSP) is responsible for all obligations applicable to the provision of PSTN services. If the Service is used in conjunction with a third-party SIP service, then the Customer must provide BT with written confirmation that it or its SIP supplier will comply with all regulatory obligations applicable to the provision of PSTN and Voice over IP (VOIP) services.

4.1.3   If the Customer uses the enterprise voice capabilities of the Service, it is responsible for ensuring that its voice service provider provides network Calling Line Identity (CLI) in accordance with the regulatory provisions associated with outgoing and incoming voice traffic, the rules and guidelines for CLI handling commonly accepted in the carrier industry, and that its voice service provider (which includes providers of PSTN services or PSTN-equivalent VoIP services) puts appropriate measures in place to enable Users to call the emergency services, to correctly identify the caller's location and to provide such location information to the proper Public Safety Answering Point (PSAP). For the purpose of this section 4, the applicable voice service provider shall include provider of PSTN service or PSTN-equivalent VoIP service. The Customer acknowledges that it may not be able to use the location feature of the Service to determine location for the purpose of calling emergency services.

4.1.4   By purchasing the voice capability Service components set out in SKU3 and SKU4, the Customer confirms and agrees that:

(a)   the Service may not offer all of the features generally expected from a conventional phone line;

(b)   the Service may sometimes be unavailable as a result of things over which BT has no control, for example, the weather, power disruptions and failures of the Customer's internet service provider (ISP) or broadband connection and that in such circumstances all services (including access to emergency services) will also be unavailable;

(c)   connectivity to public emergency services is subject to the above and the phone number and location details will be provided only to the extent that is technically feasible. As a result, Users may have to provide their location information and phone number verbally to the relevant emergency services operator;

(d)   where the Customer uses the Service outside of its Users' normal locations calls may not be connected to the domestic emergency services upon dialing the appropriate emergency number;

(e)   for each VoIP extension or trunk in use, Customer or Users must register the physical location where they will be using the Service. Initial location will be registered as a part of subscribing to the Service. It is the Customer or Users responsibility to maintain the accuracy of their location address if there are any changes. If the Customer's service desk does not update BT with changes through the process defined in the Customer Service Plan, it may not be possible for emergency operators and authorities to identify Users' locations and phone numbers when they dial emergency services. When they dial emergency services they will need to state their location and phone number promptly and clearly, as emergency operators and authorities may not have this information;

(f)   emergency operators and authorities may not be able to identify the User's phone number in order to call back if CLI was not transmitted by the Customer's voice service provider, the call is unable to be completed, is dropped or disconnected, or if Users are unable to speak to tell them the phone number and/or if the Service is not operational for any reason. Emergency operators and authorities may also not be able to hold the line open in the event that Users disconnect the call;

(g)   to inform all potential users of the Service of the above limitations and understands and accepts that the Users should always have an alternative means of accessing emergency services.

4.1.5   The Customer is responsible, at its own expense, for obtaining and correctly maintaining, all licenses for Microsoft Teams described in Part B.

4.1.6   The Customer is also responsible for:

(a)   User administration of its active directory and Microsoft Ofiice 365 tenant and providing helpdesk support for its Users;

(b)   providing BT with the relevant access rights to Microsoft Teams within Microsoft Office 365 relevant to the Service that is being provided by BT as outlined in the Customer Service Plan;

(c)   the provision, licensing, deployment, administration, management and maintenance of User devices and all call costs;

(d)   providing all level 1 support service desk functions including all direct interaction with its Users; and

(e)   providing a Customer service desk that will:

(i)   be available at times appropriate to its reasonable business demands;

(ii)   be familiar with the Customer solution;

(iii)   be the first point of contact for all Users;

(iv)   provide answers to structured questions within the raised Incident ticket; and

(v)   be responsible for dealing with day-to-day management queries.

4.1.7   BT shall not be liable for any issues in relation to the Services or damages arising out of or related to any failure of the Customer to comply with this section4.

5.   SERVICE LEVELS AND CREDITS

Service Levels are any agreed minimum level of service to be achieved by BT as set out in this section 5.

Service Credits are any agreed remedy for BT's failure to meet a Service Level as more fully described in this section 5. The **Reporting Period** is monthly.

Downtime is the period of time which a qualifying priority 1 Incident(s) exists.

Service Levels and Service Credits only apply to the Service components of SKU3 and SKU4 set out in section 5.1.4.

BT will calculate the Service Levels over the Reporting Period on a per Order basis and provide the Customer with detailed reporting on achievement.

5.1   Service Availability Service Level

Service Availability is measured on the Service components set out in section 5.1.4 across a Reporting Period. For the purposes of calculating the monthly uptime percentage for a Service, Downtime minutes commence from the point at which a relevant Incident is logged by the BT Service Desk and ends when the Customer is notified that the Incident has been resolved.

5.1.1   Only BT's measurements shall be used to calculate Service Credits.

5.1.2   The monthly uptime percentage is calculated based on the following formula for each Service:

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

(a)   Where, for the relevant Service component set out in section 5.1.4, measured and reported by BT:

Monthly uptime percentage Service Level	Service component
99.9%	Where Customer has elected dual voice gateways in each region.
99.7%	Where Customer has elected only a single voice gateway or analogue gateway in each region.

(b)   Available minutes = (Total Minutes in the Reporting Period – Any pre-agreed interruption to the Service) x Number of Users reported as registered for the Service in the relevant Reporting Period.

(c)   Incident Downtime minutes = duration of an Incident causing Downtime x number of Users affected.

(d)   Aggregate Incident Downtime minutes = total of Incident Downtime minutes for Incidents occurring in the Reporting Period.

5.1.3   Service Availability shall not apply:

(a)   if the Customer asks BT to test the Service although no Incident has been detected and/or reported;

(b)   if the Service has been modified or altered in any way by the Customer without BT's approval;

(c)   during planned maintenance, emergency maintenance or any other pre-agreed schedule maintenance periods;

(d)   for Incidents due to any Customer performed network configurations not approved by BT;

(e)   for changes or alterations made other than by BT to the Service or to BT equipment, connections, routing plan, applications or test equipment, or the mapping of applications; or

(f)   if an Incident is reported and BT cannot confirm that an Incident exists after performing tests.

5.1.4 Incidents Included in Downtime Calculation

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

Service component	Components / Functions	Condition	Likely Incident Priority Level
BT configuration of Teams tenant	• User configuration • Dial plan • Telephony elements (response groups; hunt groups)	All Users globally, all Users in a single region, or Users at two or more Sites with independently provided internet service (that BT has confirmed is functioning properly) are unable to access these functions due to BT's misconfiguration of any of the Teams configuration settings listed in this row.	Priority 1 Incident

BT provided session border controllers (SBCs)
Virtual SBCs / BT managed on-premises SBCs
	• MS Data Center
	• Azure Hosting Cloud
	• SBC virtual machine
	• Connection to public internet (not dedicated)
	  o Connection to BT GSIP
	  o Connections to Teams clients
	• Azure Private Network Connection to Customer's Microsoft 365 tenant
	• One Voice operations center (OVOC)
		All Users globally, all Users in a single region, or Users at two or more Sites with independently provided internet service (that BT has confirmed is functioning properly) are unable to access these functions due to outage of BT provided or managed SBC.	Priority 1 Incident

BT provided GSIP Platform	• Provides inbound and outbound SIP connectivity to PSTN (in countries supported by BT) • Interconnected network of SBCs connected over BT MPLS or internet • Per-country connections to local carrier (could be multiple countries) • Accepts direct routing requests from/to Teams clients and the PSTN or mobile	All Users globally, all Users in a single region, or Users at two or more Sites with independently provided internet service (that BT has confirmed is functioning properly) are unable to access these functions due to outage of BT provided GSIP Platform.	Priority 1 Incident

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

5.1.5   Incidents Excluded from Downtime Calculation

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

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

5.2   Availability SLA Credit

5.2.1
In the event of a Service Availability failure on a Service component set out in section 5.1.4, the Customer is entitled to claim the following Service Credits:

Monthly uptime percentage for relevant Service	Service Credit due Calculated as a percentage of the monthly recurring on-demand Charges for the Service (i.e. the then-current aggregate per-User-per-month Charges
< 99.9% (dual voice gateways per region Or < 99.7% (single voice gateways per region)	5%
< 99.0%	7%
< 97.0%	10%

5.2.2   Payment of Service Credits.

To qualify for Service Credits, and before any Service Credits can be applied, the Customer must make a claim, providing details of the reason for the claim, within 25 days of the end of the month in which the Service Level was not achieved. Service Credits will normally be made by deduction from the Customer's invoice within two billing cycles of a claim being received.

5.2.3   Service Level Exclusions

In addition to the exclusions as set out under in section 5.1 , Service Levels will not apply where the unavailability of the Services is due to:

(a) the acts or omissions of the Customer or any third party (excluding BT's suppliers) which lead to BT not being able to provide all or part of the Services;

(b) any cause beyond BT's reasonable control as set out in governing agreement or this Schedule;

(c) a fault on the Customer's network (however supplied or managed) or Customer equipment configuration;

(d) if the Customer does not provide access, delays providing access or denies permission for BT or its agents to repair the Service;

(e) to any qualifying Incident not reported in accordance with BT's Incident reporting procedures;

(f) a fault on any third-party software not provided by BT such as the licences used for Microsoft Teams and application, operating system, the application software or a Customer web application;

(g) BT awaiting information from the Customer or awaiting Customer confirmation that the Service has been restored;

(h) Planned maintenance notified to the Customer and any emergency maintenance;

(i) faults or omissions of other internet or network service providers not related to any BT-provided Service;

(j) faults or omissions in, equipment, wiring, cabling, software or other services which are not maintained by BT or which are not provided by BT under this Schedule;

(k) any faults caused by the Customer's management of the Services;

(l) any breach by the Customer of its obligations under this Schedule or the governing agreement; or

(m) any faults found to be caused by a virus introduced negligently or otherwise by the Customer onto Customer equipment due to any or all of the following: (i) any Customer employee failing to abide by BT's or the Customer's virus protection policy; (ii) the Customer omitting to implement a virus protection policy.

Failure to meet the Service Levels is not a material breach of the terms governing the Service. The Service Credits are the Customer's sole and exclusive remedy and BT's only obligation and liability for failure to achieve any Service Levels. The Customer acknowledges that the amounts payable by BT are fair and reasonable and, so far as it is aware, represent a genuine pre-estimate of any resulting loss or expense to the Customer.

6. DATA PROCESSING ANNEX

This section sets out the data processing provisions in addition to those set out in the governing agreement and may be referred to as the Data Processing Annex in the governing agreement.

6.1 Duration Of The Processing Of Personal Data

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

6.2 The Nature And Purpose Of The Processing Of Personal Data

6.2.1 The Service provides an enterprise collaboration and conferencing platform via it's supplier Microsoft for the Customer, the Customer customers and third parties to use.

6.2.2 It is the Customer's responsibility to procure the licences required for Microsoft Teams directly with Microsoft and in this respect Microsoft is not acting as a Sub-Processor.

6.2.3 The nature and purpose of the Processing of Customer Personal Data by BT includes:

(a) audio, video and web conferencing – integrated and online with support for Microsoft clients;

(b) software provided VoIP for delivering enterprise telephony;

(c) group chat that can be integrated with Microsoft Outlook; and

(d) federation i.e. communication with other organisations and public instant messaging services.

6.2.4 Content generated by the Customer or third party end Users can be of any data category and related to any living Data Subject. This data is controlled by the Customer. BT shares end User ID and associated credentials with Microsoft (and vice versa) to allow for broader integration with the Microsoft Teams mobile application. This sharing of personal

information is undertaken to provide connectivity to other devices and Microsoft Teams applications by enabling correct end user authentication ensuring security protocols are maintained. This activity is only undertaken with the Customer's authorisation and control.

6.3 Types Of Personal Data and Categories of Data Subjects

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

(a) website or IP address;

(b) name;

(c) address;

(d) telephone number;

(e) email address;

(f) job title;

(g) company name;

(h) contact records;

(i) usage records (call, collaboration, and messaging activity);

(j) identity management (user profiles including user IDs and passwords); and

(k) call recordings.

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

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

(a) Customer employees;

(b) Customer customers or third parties; and

(c) any Data Subject (as controlled by the Customer).

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

7. GLOSSARY OF TERMS FOR PARTS A & B

BT Calling Plans	BT's Direct Routing service, allowing Customers to make and receive telephone calls, using BT GSIP as a carrier, with SBC infrastructure hosted in the cloud or on the Customer Site.
GSIP	An acronym for BT's global SIP Service
Channels	Dedicated sections within a Team to keep conversations organized. Team channels are places where everyone on the Team can openly have conversations. Private chats are only visible to those people in the chat.
Microsoft Teams	Microsoft Teams is a unified communications platform that combines persistent workplace chat, video meetings, file storage, and application integration. The service integrates with the company's Office 365 subscription office productivity suite
Microsoft Office 365	Microsoft Office 365 is a line of subscription services offered by Microsoft, as part of the Microsoft Office product line. The brand encompasses plans that allow use of the Microsoft Office software suite over the life of the subscription, as well as cloud-based software as a service products for business environments.

Microsoft Office 365 tenant	A Microsoft Office 365 tenant describes the group of applications hosted by Microsoft dedicated and configured for a single customer that normally resides in a single datacentre.
OVOC	AudioCodes One Voice Operations Center is a web-based voice network management solution that combines management of voice network devices (audiocodes IP phones, mediapacks, mediants etc) and quality of experience monitoring into a single, intuitive web-based application.
PowerSuite	PowerSuite from Unify² delivers a Skype for Business solution with unrivaled performance, innovative automation and smarter analytics, giving customers the ability to efficiently run Skype for Business and Teams operations at global scale.
SIP	The Session Initiation Protocol (SIP) is a signaling protocol used for initiating, maintaining, and terminating real-time sessions that include voice, video and messaging applications.
SKU	Stock Keeping Unit or product variant.
Teams	A collection of people, content, and tools surrounding different projects and outcomes within an organization. Teams can be created to be private to only invited Users. Teams can also be created to be public and open and anyone within the organization can join (up to 2500 members).