



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 for at least the Minimum Term (if any) and 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.
- 3.2 Any Minimum Term shall commence on the Service Start Date, unless stated otherwise in the Schedule.

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.
- 4.5 You will not re-sell the Services to a third party without BT's prior written approval or unless explicitly set out in a Schedule. If BT grants such approval, it will be conditional upon you imposing on the relevant third party in writing obligations no less onerous than those to which you are subject under this Contract (including the Compliance Obligations and the Acceptable Use Policy).
- 4.6 Each Order you place with BT for a Service is subject to a separate Contract with BT.

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 (but are not limited to):
 - 5.2.1 changing, replacing, introducing or removing features of the Service;
 - 5.2.2 replacing the Service with a materially equivalent Service;
 - 5.2.3 changes to reflect developments in or changes to technology used to provide the Service;
 - 5.2.4 substituting or replacing BT Equipment; or
 - 5.2.5 changes required to (i) protect the integrity or security of the BT Network and (ii) comply with Applicable Law.

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 make sure that your Users do as well; 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 or Compliance Obligations

- 7.1 If you do not comply with the Acceptable Use Policy or Compliance Obligations, 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 or Compliance Obligations, report you and provide your personal information, including Personal Data, to the relevant law enforcement agency.

8 When BT is not to blame

Subject to the occurrence of a Force Majeure Event, in which case Clause 23 applies, 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) 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 unless that BT Affiliate, subcontractor or supplier has invoked their force majeure rights under their contract with BT; 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. If applicable to the Service, information on how BT measures how much data you use is set out in Section 15, Part 17 of the BT Price List.
- 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 As part of BT's credit management procedures, BT may at any time:

- 9.10.1 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
- 9.10.2 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.

- 9.11 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.

- 9.12 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.

- 9.13 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;

10.1.2 restrict or suspend the Service as set out in Clause 15.1; and/or

10.1.3 terminate the Service or the Contract under Clause 18.1.1 on the basis that the parties agree that not paying BT the Charges when due in accordance with the Contract will be deemed a material breach of this Contract.

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 24.1 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 Notwithstanding any other provision in the Contract, 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 where necessary implement appropriate transfer mechanisms permitted by Data Protection Legislation, including:

- (a) BT Group's Binding Corporate Rules (for transfers among BT's Affiliates and transfers from you to BT); and
- (b) agreements incorporating the relevant standard data protection clauses adopted by the European Commission or the relevant local authority.

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.

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 Data Protection Legislation 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 address your objection in accordance with the process set out in Clause 24.1 and BT may use the relevant Sub-Processor to provide the Service until the objection is resolved in accordance with Clause 24.1;
- 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 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 (as defined by Data Protection Legislation) in relation to such Processing.
- 14.7 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 complied with the Acceptable Use Policy or Compliance Obligations; 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;



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

15.2.3 Prior to starting the Service again, BT reserves the right to require you to pay the Charges that are payable for the Service until the Service ends by direct debit.

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 consecutive calendar 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, including termination under Clause 19.1, 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.

21.3 In addition to other rights and remedies, If BT terminates the Service or Contract under Clause 18.1 or Clause 18.2, BT may charge you the Termination Charges applicable to the relevant Service.

21.4 You acknowledge that any Termination Charges are proportionate given the early termination of the Service or Contract before the end of the applicable Minimum Term and having regard to the overall commercial interests of the parties, and that the Termination Charges do not represent a penalty.

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 and will not be subject to the exclusions at Clause 22.3.
- 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 24.1 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

- 23.1 If there is a Force Majeure Event the party whose performance is affected by the Force Majeure Event will:
- 23.1.1 take all reasonable steps to find a solution by which the Contract may be performed despite the continuance of the Force Majeure Event;
 - 23.1.2 inform the other party as soon as it reasonably can on the nature and extent of the Force Majeure Event affecting the Service and the reasonable steps which are being taken to find a solution by which the Contract may be performed despite the continuance of the Force Majeure Event;
 - 23.1.3 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;
 - 23.1.4 get a reasonable amount of extra time to perform the obligation that is affected by the Force Majeure Event; and
 - 23.1.5 still be liable for any breaches of Contract prior to the Force Majeure Event where the other party has used their rights set out in Clause 18.
- 23.2 Nothing in this Clause 23 affects your obligation to pay BT any amounts payable under the Contract on time and in the way described in Clause 9.5.

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 either of us 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 pre-paid 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 pre-paid 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 Services. You can find the policy at <https://www.bt.com/products/static/terms/business-homepage.html> (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 1 Braham Street, London, E1 8EE, 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: <https://www.bt.com/privacy-policy>.

"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 in the document that can be found at <https://www.bt.com/products/static/terms/business-homepage.html> (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 any laws, regulations, and binding guidance as may be amended from time to time in relation to the protection of Personal Data and individuals' privacy that apply as a result of the provision or receipt of a Service including but not limited to the GDPR.

"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.

"Force Majeure Event" means any event that neither of us can control and that stops or delays either 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 ("**EU GDPR**") and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR) and the UK GDPR, as applicable to the processing.

"General Terms" means these terms.

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

"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.

"Minimum Term" means the minimum period for which you commit to receive the Service and pay the Charges as specified in the Schedule or any Order. The Minimum Term may also be referred to as a Fixed Commitment Period, Minimum Period of Service, Minimum Period or other term referring to a commitment period in the Schedule.

"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 charges payable by you to BT on termination of the Service or the Contract in whole or in part during the Minimum Term.

"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.

"UK GDPR" means the GDPR as applicable as part of UK domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended), as amended or replaced.



"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.



Genesys Cloud Contact Centre 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 – The Genesys Cloud Contact Centre Service

1 Service Summary

- 1.1 BT will provide you with a cloud-based contact centre enabling voice, chat, email and social channels, comprising:
- 1.1.1 the Standard Service Components; and
 - 1.1.2 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 ("**Genesys Cloud Contact Centre 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 **Genesys Cloud Packages:**

You will choose one of the following core Genesys Cloud Packages. Any other services needed will be set out in the applicable Order:

- 2.1.1 Genesys Cloud CX 1: a basic voice only hosted contact centre;
- 2.1.2 Genesys Cloud CX 2: an omni-channel contact centre with chat and email;
- 2.1.3 Genesys Cloud CX 3: an all-in-one omni-channel including social media, screen recording and workforce management;
- 2.1.4 Genesys Cloud CX4: an all-in-one omni-channel including speech and text analytics, agent co-pilot and journey management

2.2 **BT Standard Service Delivery:** BT will provide the following support for your Genesys Cloud Package and any other Service Options you select in addition to the Service Desk:

- 2.2.1 technical support, troubleshooting, diagnostics and incident resolution based on the priority levels set out below which BT may change from time to time:
 - (a) Priority 1 /Critical A – a severe problem, other than planned outages or as a direct result of a customer-initiated change, resulting in an inability to perform a critical business function such as inbound or outbound voice, email or web chat. There is no workaround;
 - (b) Priority 2/High Impact – a severe problem, other than planned outages or as a direct result of a customer-initiated change. Customer is able to perform job function but performance is degraded or limited;
 - (c) Priority 3 Medium Impact – other than planned outages or as direct result of a customer-initiated change, affecting non-critical functions or procedures are unusable or hard to use. Customer's ability to perform job functions is largely unaffected. A workaround is available; and
 - (d) Priority 4/Low Impact – the Genesys Cloud Contact Centre Service is available and operational; trivial impact to Customer's business operations or Customer requires information or assistance on the Genesys Cloud Contact Centre Service capabilities or configuration;
- 2.2.2 monitoring, creation, administration and management (excluding in-life changes to service delivery) of the Genesys Cloud Contact Centre Service including sending communications to the Customer Contact with on-going guidance and advice on how to best use the Genesys Cloud Contact Centre Service; and
- 2.2.3 strategy planning to help adoption of the Genesys Cloud Contact Centre Service by Users.

2.3 Service Options

2.4 BT will provide you with any of the options ("**Service Options**") as set out and detailed in any applicable Order and SOW.

2.5 Service Options may not be available in all countries.

3 Fair Usage



- 3.1 Your Genesys Cloud Plan includes fair usage allowance that is dependent on the Fair Usage Policy and on your chosen Cloud Package as set out in your Order.
- 3.2 If you exceed these allowances in any applicable billing period, you will be billed at the agreed Overage Usage Charge rate for consumption over the allocation amount as set out in your Order.

4 Service Management Boundary

- 4.1 BT will provide and manage the Genesys Cloud Contact Centre Service in accordance with Parts A, B and C of this Schedule and as set out in any applicable Order up to the demarcation points where your voice and data services (including any equipment managed or controlled by you) interconnects with:
 - 4.1.1 for voice connectivity: the Edge Server(s) used by the Genesys Cloud Contact Centre Service; and
 - 4.1.2 for data connectivity: the Cloud Contact Genesys Firewall(s) used by the Genesys Cloud Contact Centre Service,(**“Service Management Boundary”**).
- 4.2 BT will have no responsibility for the Genesys Cloud Contact Centre Service outside the Service Management Boundary.
- 4.3 BT does not make any representations, whether express or implied, about whether the Genesys Cloud Contact Centre Service will operate in combination with any Customer Equipment or other equipment and software.
- 4.4 BT does not guarantee that the Genesys Cloud Contact Centre Service will be provided uninterrupted.
- 4.5 BT does not guarantee the security of the Genesys Cloud Contact Centre Service against unauthorised or unlawful access or use.
- 4.6 BT will not be responsible for use of Genesys Cloud Contact Centre Service by you, your Users and/or any third party whether authorised or not.

5 Enabling Services

- 5.1 You will have the following services in place that will connect to the Genesys Cloud Contact Centre Service and are necessary for the Genesys Cloud Contact Centre Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
 - 5.1.1 a service supplied by BT that enables inbound Telephony calls;
 - 5.1.2 a service supplied by BT that enables outbound Telephony calls;
 - 5.1.3 computer hardware, software and telecommunications equipment and services necessary to access and use the Genesys Cloud Contact Centre Service;
 - 5.1.4 BT IP service, where you use Genesys Cloud Contact Centre Service via a dedicated voice network model; and
 - 5.1.5 an Internet connection, where you use Genesys Cloud Contact Centre Service via a cloud voice network,(each an **“Enabling Service”**).
- 5.2 If BT provides you with any services other than the Genesys Cloud Contact Centre 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.

6 Equipment

- 6.1 This Paragraph 6 will apply to any equipment BT provides to you as set out in the Order, including any Edge Servers. All equipment will remain BT Equipment.
- 6.2 **Use of BT Equipment**
In relation to BT Equipment you will:
 - 6.2.1 keep the BT Equipment safe and without risk to health;
 - 6.2.2 only use the BT 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;
 - 6.2.3 not move the BT Equipment or any part of it from the Site(s) without BT’s written consent and you will pay BT’s costs and expenses reasonably incurred as a result of such move or relocation;
 - 6.2.4 not make any alterations or attachments to, or otherwise interfere with, the BT Equipment 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 BT Equipment;
 - 6.2.5 not sell, charge, assign, transfer or dispose of (except as set out in Paragraph 6.4) or part with possession of the BT Equipment or any part of it;



- 6.2.6 not allow any lien, encumbrance or security interest over the BT Equipment, nor pledge the credit of BT for the repair of the BT Equipment or otherwise;
- 6.2.7 not claim to be owner of the BT Equipment and ensure that the owner of the Site(s) will not claim ownership of the BT Equipment, even where the BT Equipment is fixed to the Site(s);
- 6.2.8 obtain appropriate insurance against any damage to or theft or loss of the BT Equipment;
- 6.2.9 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 BT Equipment or where the BT Equipment is damaged, stolen or lost, except where the loss or damage to BT Equipment is a result of fair wear and tear or caused by BT;
- 6.2.10 ensure that the BT Equipment appears in BT's name in your accounting books;
- 6.2.11 where there is a threatened seizure of the BT Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the BT Equipment; and
- 6.2.12 notify any interested third parties that BT owns the BT Equipment.

6.3 BT Equipment

BT Equipment will remain BT's property at all times and risk in BT Equipment will pass to you upon delivery, whether or not the BT Equipment has been installed.

6.4 WEEE Directive

- 6.4.1 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").
- 6.4.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 6.4 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 6.4.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.

6.5 Sale of Goods

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

7 Specific Terms

7.1 Licence terms and warranty

- 7.1.1 The Software used to provide the Genesys Cloud Contact Centre Service is located on servers that are controlled by Amazon Web Service ("AWS") and the Genesys Cloud Edge Server that may be located at your Sites.
- 7.1.2 BT grants you access to use the Genesys Cloud Contact Centre Service, including the associated Software, subject to the terms of this Contract.
- 7.1.3 You will have no right to receive a copy of the object code or source code of the Software.
- 7.1.4 Your right to use the Genesys Cloud Contact Centre Service is non-exclusive, limited to the term of the Contract, non-transferrable (except for pre-approved assignments as set out in this Contract) and is solely for your internal business use and all right, title, and interest in and to the Genesys Cloud Contact Centre Service is hereby reserved.
- 7.1.5 You agree to comply with the following policies when using the Genesys Cloud Contact Centre Service and agree that they will govern the use of your Customer Data:
 - (a) the AWS acceptable use policy set out at <https://aws.amazon.com/aup/> and
 - (b) the Supplier security and privacy policies set out at <https://help.mypurecloud.com/articles/purecloud-security-compliance/>.
- 7.1.6 In addition to any conditions of use set out in the Contract, you or any of your Users may not or attempt to:
 - (a) license, sell, lease or otherwise make the Genesys Cloud Contact Centre Service, or any like service, available to non-subscribers;
 - (b) use the Genesys Cloud Contact Centre Service in a way that violates any law, regulation or mandate, or the terms of this Contract;
 - (c) take any action that jeopardises confidential or proprietary information or acquire any right in the Genesys Cloud Contact Centre Service, or in anything else shared with or made available to you. or;
 - (d) will not circumvent, override or bypass any AI Security Features, including through prompt injection, jailbreaking or similar techniques.



- 7.1.7 **Suspension:** In addition to any other suspension rights set out in the Contract, the Genesys Cloud Contact Centre Service may be suspended (a) if there is reasonable belief that the use of the Genesys Cloud Contact Centre Service is in violation of Applicable Law, or (b) if there is an imminent compromise to the security or integrity of the network (including but not limited to any apparent distributed denial of service attack or unauthorised penetration testing by you), or (c) subject to BT providing you at least thirty (30) days in advance notice if there is a continual compromise to the security or integrity of the network which may impair the provision of high quality services to others and/or indicate unauthorised use of the Genesys Cloud Contact Centre Service. You acknowledge and agree that you alone decide the content and timing of your telephone calls.
- 7.1.8 **Warranties:** BT warrants that the Genesys Cloud Contact Centre Service will function substantially as detailed in applicable service descriptions set out in the Order. If you become aware of any warranty breach you must notify BT in writing. Your sole and exclusive remedy for a breach of warranty shall be either: (i) allow BT to modify the Genesys Cloud Contact Centre Service to conform to the service descriptions; or (ii) allow BT to provide a workaround solution that will reasonably meet your requirements. If neither option is commercially reasonable, BT may terminate this Contract and refund any pre-paid, unused Charges.
- 7.1.9 **Warranty Disclaimer:** EXCEPT AS EXPRESSLY PROVIDED IN PARAGRAPH 7.1.8 (WARRANTIES), ALL SERVICES AND OTHER MATERIALS OF ANY KIND, INCLUDING ANY AND ALL THIRD PARTY PRODUCTS, DELIVERABLES, CUSTOMISATIONS, HARDWARE, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND SUPPLIER SERVICES, ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, BT (AND OUR BUSINESS PARTNERS, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS) DISCLAIM ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS OR OTHERWISE (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, QUIET ENJOYMENT, TIMELINESS, COMPLETENESS, OR ACCURACY). WITHOUT LIMITING THE FOREGOING, BT OR ITS SUPPLIER DOES NOT WARRANT THAT USE OF ANY MATERIALS OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFECTS IN ANY SERVICES OR MATERIALS OF ANY KIND WILL BE CORRECTED. YOU ASSUME ALL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES OR OTHER MATERIALS NECESSARY TO ACHIEVE YOUR INTENDED RESULTS. TO THE EXTENT THAT WE CANNOT DISCLAIM A WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.
- 7.1.10 BT OR ITS SUPPLIER SHALL HAVE NO WARRANTY OBLIGATIONS TO THE EXTENT A CLAIM AROSE FROM THE EXCLUSIONS. FURTHER, THE REMEDIES SET FORTH IN PARAGRAPH 7.1.8 (WARRANTIES) ARE YOUR SOLE AND EXCLUSIVE REMEDY(IES) FOR ANY BREACH OF THE FOREGOING WARRANTIES AND TO THE EXTENT THAT ANY OTHER AGREEMENT BETWEEN US IS DETERMINED BY A COURT TO PROVIDE FOR A DIFFERENT REMEDY, THIS CONTRACT SHALL CONTROL.
- 7.1.11 **AppFoundry:** In the event you, or BT on your behalf, purchases third party products and services through the AppFoundry website, you will be required to accept the supplier's terms and conditions prior to activating your license to the AppFoundry product. Your use of the AppFoundry products is subject to such supplier terms and conditions, and not the terms and conditions of this Contract. Neither BT, nor its Supplier, is a party to the terms and conditions governing AppFoundry products, and all claims with respect to such AppFoundry products will be made with the relevant supplier. By consuming an AppFoundry product, you are granting BT and its Supplier permission to share your Genesys Cloud Contact Centre Service configuration and user information with the AppFoundry supplier, only to the extent such information is required by the AppFoundry supplier in order to provide the product.

7.2 Provision of the Genesys Cloud Contact Centre Service

- 7.2.1 The Genesys Cloud Contact Centre Service will be available 24 hours a day, 7 days a week, except for:
- (a) any unavailability caused by circumstances beyond our reasonable control, including failure or delay of your Internet connection, misconfiguration by you or any third party, issues on your network, or telecommunications services contracted by or for you; and
 - (b) unavailability as a result of the actions of AWS, including:
 - (i) any maintenance or planned downtime of the AWS services;
 - (ii) any fault or failure of the AWS services;
 - (iii) AWS either terminating or suspending the AWS customer agreement or your use of AWS services.
- 7.2.2 Subject to the confidentiality provisions of the Contract, nothing in this Schedule precludes or limits BT, our business partners, licensors, or suppliers in any way from



- (a) providing materials or services that are similar to materials or services provided or contemplated in this Schedule; or
- (b) developing deliverables or other materials or services that are similar to or compete with any materials or services developed as a result of this Schedule, regardless of their similarity to any Materials.

BT and our business partners, licensors, or suppliers are free to use any concepts, processes, techniques, improvements or other know-how developed in the course of performance of this Schedule (even if similar to materials, products and services provided hereunder) free from any use restriction or payment obligation. For the avoidance of doubt, but subject to this Contract, including this Paragraph 7.2.2, BT does not claim any rights to your Confidential Information.

7.3 Compliance

7.3.1 You represent and warrant that:

- (a) neither you, nor any Affiliate, are on any government-issued list of restricted persons or entities including the U.S. Commerce Department Entity List, Denied Persons List or Unverified List, the U.S. Treasury Department Specially Designated Nationals and Blocked Persons List, and the U.S. State Department Debarred Parties List; and
- (b) you will not export or re-export, directly or indirectly, any services, products, or Materials or Confidential Information of any kind provided by BT or its Supplier to any countries outside the United States except as permitted under the U.S. Commerce Department's Export Administration Regulations.

7.3.2 The products contain Commercial Computer Software under Federal Government Acquisition Regulations and agency supplements to them and are provided to the Federal Government and its agencies only under the Restricted Rights Provision of the Federal Acquisition Regulations applicable to commercial computer software developed at private expense and not in the public domain.

7.4 Minimum Period of Service and Renewal Periods

7.4.1 BT may propose changes to this Schedule or the Charges (or both) by giving you Notice at least 45 days prior to the end of the Minimum Period of Service and each Renewal Period ("**Notice to Amend**").

7.4.2 Within 21 days of any Notice to Amend, you will provide BT Notice:

- (a) agreeing to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period;
- (b) requesting revisions to the changes BT proposed, in which case both of us will enter into good faith negotiations for the remainder of that Minimum Period of Service or Renewal Period, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period; or
- (c) terminating the Contract at the end of the Minimum Period of Service or Renewal Period, as applicable.

7.4.3 If we have not reached agreement in accordance with Paragraph 7.4.2 by the end of the Minimum Period of Service or the Renewal Period, the terms of this Schedule will continue to apply on a month-to-month basis and the Charges shall revert to the then-current standard BT rates for the applicable services, unless you give Notice in accordance with Paragraph 7.4.1 or BT may give Notice of termination, in which case BT will cease delivering the Genesys Cloud Contact Centre Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period as applicable.

7.4.4 If either of us gives Notice (such Notice to be given with no less than 45 days prior to the end of the Minimum Period of Service or 30 days for any Renewal Period as applicable) to the other of an intention to terminate the Genesys Cloud Contact Centre Service, BT will cease delivering the Genesys Cloud Contact Centre Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.

7.5 Your Data on Termination

7.5.1 You are responsible for retrieval of all Customer Data from the Genesys Cloud Contact Centre Service prior to any termination.

7.5.2 An extension to allow for your retrieval of Customer Data may be granted provided the following:

- (a) such extension period is limited to a maximum of thirty days;
- (b) you must provide advanced written notice to BT prior to the expiration or termination of the Contract or the Genesys Cloud Contact Centre Service; and
- (c) additional fees may apply.



7.5.3 BT will charge you for the Usage Charges for your usage during that 30 days' extension period.

7.6 Customer Target Date

7.6.1 If you request a change to the Genesys Cloud Contact Centre Service or any part of the Genesys Cloud Contact Centre Service, then BT may revise the Customer Target Date to accommodate that change.

7.6.2 BT may expedite delivery of the Genesys Cloud Contact Centre Service for operational reasons or in response to a request from you, but this will not revise the Customer Target Date.

7.7 Access to Emergency Services

7.7.1 With this Genesys Cloud Contact Centre Service BT will not provide the ability for Users to call the emergency services. Therefore, in countries where the Genesys Cloud Contact Centre Service must allow Users to make emergency calls;

- (a) you will make alternative arrangements for Users, including the maintenance of a fixed telephone number; and
- (b) you will ensure use of the Genesys Cloud Contact Centre Service complies with applicable emergency access rules as set out by the Applicable Laws.

7.7.2 With respect to the use of the Genesys Cloud Contact Centre Service in the United States of America;

- (a) you are the manager or operator of its Multi Line Telephone System (MLTS) and bear the compliance responsibilities associated with the installation, management and operation of your MLTS, unless specific compliance support is ordered by you from BT on additional terms applicable to such compliance support; and
- (b) in either case, for Users residing in the United States, you must provide and populate the User's dispatchable address location information. Failure to do so will cause the emergency call to be routed to an operator which will trigger a charge that will be passed to you.

7.7.3 With respect to the use of the Genesys Cloud Contact Centre Service in the Australia;

- (a) you:
 - (i) acknowledge and agree that the Genesys Cloud Contact Centre Service may permit calls to be made to Australian 000 services or other emergency services, and that you may be required to provide location information to emergency services;
 - (ii) must comply with all applicable laws, regulations, determinations and codes in relation to Australian emergency calls (for example, 000);
 - (iii) are solely responsible for determining if it is appropriate for you to obtain a separate emergency telephone service to enable you to make Australian emergency calls to 000 or other emergency services;
 - (iv) acknowledge that you are responsible for using any required security features to protect sensitive personal information;
 - (v) acknowledge and agree that, other than as required by law, BT, BT's business partners, licensors, or suppliers, do not guarantee the performance or otherwise of the Genesys Cloud Contact Centre Service in relation to any calls that may be made to Australian 000 services or other emergency services and therefore will not be responsible for the performance or otherwise of the Genesys Cloud Contact Centre Service in respect of calls made to Australian 000 services or other emergency call; and
- (b) you are responsible for ensuring that all emergency calls are:
 - (i) carried by an appropriate carriage service to the relevant termination point;
 - (ii) routed with the highest priority; and
 - (iii) are capable of being successfully connected.
- (c) You agree that, other than as required by law, BT, BT's business partners, licensors, or suppliers are not responsible for the performance or otherwise of the Genesys Cloud Contact Centre Service in respect of calls made to Australian 000 services or other emergency calls

7.7.4 You shall indemnify, defend and hold BT, its directors, officers, employees, agents, consultants, contractors, subcontractors, or other BT representatives harmless from any and all claims arising out of your failure to comply with applicable emergency access rules, including claims of invasion of the right to privacy or confidentiality and any and all claims to extent arising out of any act or omission by you or any User caused or claimed to be caused by installation, operation, presence, condition, occasion or use of emergency services features or equipment.

7.8 Billing Commencement



- 7.8.1 The billing of Genesys Cloud Contact Centre Service commences when any of your billable Users log in to the Genesys Cloud Platform. This may be during the Ramp Period and BT will invoice you only for Users logged in during the Ramp Period. From commencement of the Minimum Period of Service you are contracted to a minimum number of licenses you chose in the Order, for a Minimum Period of Service and any subsequent Renewal Period(s).

7.9 Invoicing

- 7.9.1 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) Installation Charges (sometimes referred to in Orders as set up charges), on the Service Start Date, or where the installation period is estimated to be longer than one month, monthly in arrears starting from when you place an Order until the Service Start Date;
 - (b) Committed Recurring Charges, except Usage Charges;
 - (c) Usage Charges, monthly in arrears on the first day of the relevant month, calculated at the then current rates;
 - (d) Overage Usage Charges; and
 - (e) Professional Services Charges.
- 7.9.2 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 Genesys Cloud Contact Centre Service in accordance with Paragraph 8.2 outside of Business Hours;
 - (c) Charges for expediting provision of the Genesys Cloud Contact Centre Service at your request after BT has informed you of the Customer Target Date;
 - (d) if applicable, De-installation Charges;
 - (e) any Termination Charges incurred in accordance with Paragraph 7.10 upon termination of the Genesys Cloud Contact Centre Service; and
 - (f) any other Charges as set out in any applicable Order or as otherwise agreed between both of us.

7.10 Termination Charges

- 7.10.1 If you terminate the Contract or the Genesys Cloud Contact Centre Service 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) De-installation Charges;
 - (c) any other Charges as set out in any applicable Order; and
 - (d) any charges reasonably incurred by BT from a Supplier as a result of the early termination.
- 7.10.2 In addition to the Charges set out at Paragraph 7.10.1 above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT:
- (a) 100 per cent of the Recurring Charges for any remaining months of Minimum Period of Service or the Renewal Period; and
 - (b) any waived Installation Charges.

7.11 PCI DSS Compliance Obligations

- 7.11.1 The Genesys Cloud Contact Centre Service is not compliant with PCI DSS nor is it designed or intended to be and you will not use the Genesys Cloud Contact Centre Service for the processing, storage or transmission of any Cardholder Data or any data that is subject to PCI DSS.
- 7.11.2 You will indemnify BT for any Claims, losses, costs or liabilities that it incurs as a result of you storing, processing or transmitting data that is subject to PCI DSS.

7.12 Modifications to websites

- 7.12.1 Any websites referenced in this Schedule or Order may be modified at any time by posting a revised version on the Genesys Cloud Website and by otherwise notifying you in accordance with the Contract. The modified terms will become effective upon posting or, if notified by email, as stated in the email message. By continuing to use the Genesys Cloud Contact Centre Service after the effective date of any modifications to such websites, you agree to be bound by the modified terms.
- 7.12.2 If the Supplier materially decreases any of the obligations or the functionality of the Genesys Cloud Contact Centre Service and no workaround has been provided by Supplier or BT, you may terminate the Genesys Cloud Contact Centre Service by giving written notice within 30 days of the effective date of the applicable



modification. Any such termination shall be effective 30 days after BT receives written notice from you and the BT will refund any pre-paid Charges already paid by you.

7.12.3 Any modification to this Contract outside of one of the referenced web links requires written mutual consent.

7.13 **Amendments to the General Terms** - these amendments apply only in relation to the provision of the Genesys Cloud Contact Centre Service:

7.13.1 The wording in Clause 12.3 of the General Terms is deleted and replaced with the following:

‘12.3 You will not, and will not permit or authorise any third party to:

12.3.1 sell, rent, lease, sublicense or otherwise make the Materials available to any third party except as expressly authorised by this Contract;

12.3.2 modify or create any derivative works, functionally equivalent works, or translations of the Materials;

12.3.3 copy any feature, design or graphic in, or disassemble, reverse engineer or decompile the Materials;

12.3.4 access or use the Materials to compete with any of the Services being provided to you or to assist anyone else in doing so;

12.3.5 remove or modify any proprietary markings or restrictive legends placed on any Materials;

12.3.6 take any action that jeopardises BT’s rights or the rights of BT’s business partners, licensors or suppliers in any Materials;

12.3.7 use the Materials in a manner that is defamatory, harassing, hateful, infringing or otherwise causes damage or injury to any person, group, or property;

12.3.8 use the Materials to transmit viruses or other deleterious code;

12.3.9 perform unauthorised penetration testing or vulnerability scans;

12.3.10 damage, disable, overburden or impair the Materials or any other party’s use of the Materials; or

12.3.11 violate any laws.’

7.13.2 The wording in Clause 12.5 of the General Terms is deleted and replaced with the following:

‘12.5 Subject always to your compliance with Clause 22.7, BT, or BT’s supplier, will pay to defend you at BT’s expense and indemnify you for any amounts awarded against you in a final judgment or settlement approved by BT, with respect to any claims by a third party that the unaltered Services, as originally delivered to you, infringe or misappropriate any valid and enforceable patents, copyright registrations, federal trademark registrations and federal trademark trade mark registrations of such third party which are enforceable in signatory countries to the Berne Convention. We may at any time and at our option and expense: (i) obtain for you a license to continue to use the element of the Services that is alleged to infringe a third party’s rights; (ii) modify the Services so as to avoid infringement while preserving substantially equivalent functionality; or (iii) terminate the Contract and the licenses granted hereunder and refund to you the prepaid and unused fees covering the remainder of the term of the applicable Order.’

7.13.3 The wording in Clause 12.6 of the General Terms is deleted and replaced with the following:

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;

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

12.6.5 Outputs resulting from your use of Genesys Cloud Contact Centre.

7.13.4 The wording in Clause 12.7 of the General Terms is deleted and replaced with the following:

‘12.7 You will defend BT and our Affiliates and licensors at your expense, indemnify BT and our Affiliates against any judgments finally awarded by a court, and pay any settlements approved by you, with respect to any claims: (i) that Customer Data and/or your method or process of doing or conducting business infringes any intellectual property rights of a third party; (ii) arising from your non-compliance with the Contract; or (iii) any circumstances arising under the Exclusions.’

7.13.5 A new Clause 12.11 is added as follows:

‘12.11 You are responsible for any use of the Materials by your Affiliates. You take full responsibility for ensuring that all of your personnel, third party service providers, and all other third parties that access or use the Services comply with this Contract, and you will be liable for their acts and omissions.’

7.13.6 A new Clause 12.12 is added as follows:



‘12.12 BT SHALL HAVE NO DEFENSE, WARRANTY OR INDEMNIFICATION OBLIGATIONS TO THE EXTENT ANY CLAIM(S) AROSE FROM AN EXCLUSION(S). FURTHER, CLAUSE 12 STATES THE ENTIRE LIABILITY AND OBLIGATION OF BT, AND OUR LICENSOR OR SUPPLIER, AND YOUR SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE SERVICES, OR ANY PART THEREOF, OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.’

7.13.7 The suspension right set out in Clause 15.1.4(b) shall also apply if BT or its Supplier believes there is an imminent compromise to the security or integrity of the Supplier environment.

7.13.8 A new Clause 21.3 is added as follows:

‘21.3 If you terminate this Contract in accordance with Clause 18, as your remedy, BT will refund any pre-paid, unused fees for the Services’.

7.13.9 The wording in Clause 22.7 of the General Terms is deleted and replaced with the following:

‘22.7 A party entitled to indemnification (“Indemnified Party”) will promptly notify the other party (“Indemnifying Party”) of any claim, at the Indemnifying Party’s expense, and provide reasonable assistance to the Indemnifying Party with respect to handling the claim. Failure to provide timely notice or reasonable assistance will relieve the Indemnifying Party of its indemnification obligations to the extent that the Indemnifying Party has been materially prejudiced thereby. The Indemnifying Party will have the sole right to defend and settle any claim (except that the Indemnifying Party may not agree to any settlement that does not unconditionally release the Indemnified Party, without the Indemnified Party’s prior written consent). The Indemnified Party will be entitled to participate in the defense of a claim and to employ legal representation at its own expense to assist in the handling of a claim.’

7.13.10 The wording in Clause 26.1 of the General Terms is deleted and replaced with the following:

‘26.1 Unless set out otherwise in a Schedule, BT may assign the benefit of the Contract to an Affiliate by giving you Notice, but if BT chooses to assign the benefit of the Contract to an entity that is not an Affiliate, BT will need to get your permission in writing beforehand.’

7.13.11 The wording in Clause 26.6 of the General Terms is deleted and replaced with the following:

‘26.6 BT can assign or transfer its right to collect payments, receivables or other assets arising as a result of the Contract.’

7.13.12 The definition of Customer Data is added to the definitions as follows:

“**Customer Data**” means your proprietary information and information about your customers (including Personal Data) submitted through the Service by you or your Users. Customer Data does not include the anonymised data used to make Service Improvements.’

7.13.13 The definition of Exclusions is added to the definitions as follows:

“**Exclusions**” are claims arising from any of the following conditions, which are deemed excluded from, and that terminate, BT or the supplier’s warranty, defense or indemnity obligations:

- (a) your use of Materials in combination with any non-BT or supplier equipment, software, services, processes, data or materials;
- (b) your non-compliance with this Contract or any service description or features referenced in an Order;
- (c) your use of Materials after receipt of notice from BT to discontinue such use, including your failure to use modifications provided by BT;
- (d) the development or use of any alteration, derivation, modification or customisation of the Materials;
- (e) BT’s compliance with your requests or instructions or the use of any materials or data provided by you;
- (f) your business method(s) or process(es); or
- (g) your content or Customer Data.’

7.13.14 The definition of Materials is added to the definitions as follows:

“**Materials**” means all trademarks, service marks, patents, copyrights, trade secrets and other Intellectual Property Rights in any and all of the Software, hardware, documentation (including user manuals and service descriptions), and any other materials, products or services provided to you or used in providing the Services to you.’

7.13.15 The definition of Service Improvements is added to the definitions as follows:

“**Service Improvements**” if applicable has the meaning set out in the Schedule.’

7.14 **Service Improvements:** BT or its Supplier may aggregate data and information related to the performance, operation and use of the Genesys Cloud Contact Centre Services to create statistical analyses, to perform benchmarking, to perform research and development and to perform other similar activities (“**Service Improvements**”). BT will not incorporate Customer Data in Service Improvements in a form that could identify you or your customers. BT will use



Industry Standard techniques to anonymise Customer Data prior to performing Service Improvements unless otherwise consented to by you. Customer Data will, at all times, be subject to the security controls set forth in this Contract. BT or its Supplier retains all intellectual property rights in Service Improvements and may make them publicly available.

7.15 Additional rights and restrictions

- 7.15.1 You may not assign or otherwise transfer any of your rights or obligations under this Contract without prior written consent, which will not be unreasonably withheld. Any attempted assignment in breach of this Paragraph is void. You understand and agree that third parties may provide products and services to you in connection with the Genesys Cloud Contact Centre Services, and you may be billed for such. Additionally, in order to comply with international tax codes, billing rights may be assigned to international subsidiaries in the event that you use the Genesys Cloud Contact Centre Services outside of the country that your registered entity is located in that enters into this Contract.
- 7.15.2 BT's benefits, rights and obligations related to the conditions of use of the Genesys Cloud Contact Centre Service, warranty disclaimers, indemnification, limits and exclusions of liability, confidentiality and compliance with Applicable Law shall extend to BT's Affiliates, Related Parties, business partners, licensors and service providers.
- 7.15.3 Both parties acknowledge that the Supplier and its Affiliates are intended third-party beneficiaries of this Contract and that no other third-party beneficiary relationships are created by this Contract.
- 7.15.4 BT or the Supplier and its Affiliates, licensors and suppliers (as applicable) own all rights in all the derivative work of the Materials and any copy, translation, modification, adaptation or derivation (including any improvement or development) of such Materials.



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 Genesys Cloud Contact Centre Service, BT will:

- 8.1.1 provide you with contact details for the Service Desk;
- 8.1.2 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 confirm to you expected Customer Target Date; and
- 8.1.4 provide any Professional Services as selected by you in the Order to support provision of the Genesys Cloud Contact Centre Service for your use.

8.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 8.2.1 configure the Genesys Cloud Contact Centre Service;
- 8.2.2 conduct a series of standard tests on the Genesys Cloud Contact Centre Service to ensure that it is configured correctly;
- 8.2.3 connect the Genesys Cloud Contact Centre Service to each Enabling Service; and
- 8.2.4 on the date that BT has completed the activities in this Paragraph 8.2, confirm to you that the Genesys Cloud Contact Centre Service is available for performance of any Acceptance Tests in accordance with Paragraph 9.2.

8.3 During Operation

On and from the Service Start Date, BT:

- 8.3.1 will use reasonable endeavours to resolve Incidents reported to the Service Desk. BT will not provide support to you for, and you may not report any Incidents in relation to, any voice calls that you route over the Internet;
- 8.3.2 will not be responsible for your Genesys Cloud Information, nor will BT be reviewing or editing your Genesys Cloud Information;
- 8.3.3 may, where BT believes that any part of Genesys Cloud Information is illegal, inappropriate or expose BT to any risk, delete that part of Genesys Cloud Information; and
- 8.3.4 may, in the event of a security breach affecting the Genesys Cloud Contact Centre Service, require you to change any or all of your passwords.

8.4 The End of the Service

On expiry or termination of the Genesys Cloud Contact Centre Service by either of us, BT will:

- 8.4.1 terminate your right to access the Genesys Cloud Contact Centre Service; and
- 8.4.2 remove your accounts and associated data, including any Content and Genesys Cloud Information, from the Genesys Cloud Platform.

9 Your Obligations

9.1 Service Delivery

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

- 9.1.1 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 Genesys Cloud Contact Centre Service;
- 9.1.2 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
- 9.1.3 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:
 - (a) inform your Users that as part of the Genesys Cloud Contact Centre Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
 - (b) ensure that your Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required); and

- (c) agree that BT will not be liable for any failure by you to comply with this Paragraph 9.1.3, you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph 9.1.3;

9.1.4 ensure that the LAN protocols, firewalls and applications you use are compatible with the below:

<https://help.mypurecloud.com/articles/customer-network-readiness/>
<https://help.mypurecloud.com/articles/genesys-cloud-ports-services/>

9.1.5 Ensure your environment complies with the Genesys Cloud system requirements as set out in the following link: <https://help.mypurecloud.com/articles/genesys-cloud-requirements/>; and

9.1.6 ensure that neither you, any Affiliate, or any User are on any government-issued list of restricted persons or entities including the Consolidated List, Commerce Department Entity List, Denied Persons List or Unverified List, the Treasury Department Specially Designated Nationals and Blocked Persons List, and the State Department Debarred Parties List.

9.2 Acceptance Tests

9.2.1 You will carry out the Acceptance Tests for the Genesys Cloud Contact Centre Service within ten (10) Business Days after receiving Notice from BT in accordance with Paragraph 8.2.4 (“**Acceptance Test Period**”).

9.2.2 The Genesys Cloud Contact Centre Service is accepted by you if you confirm acceptance in writing during the Acceptance Test 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 Test Period.

9.2.3 Subject to Paragraph 9.2.4, the Service Start Date will be the earlier of the following:

- (a) the date that you confirm or BT deems acceptance of the Genesys Cloud Contact Centre Service in writing in accordance with Paragraph 9.2.2; or
- (b) the date of the first day following the Acceptance Test Period.

9.2.4 If, during the Acceptance Test Period, you provide BT Notice that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and provide you Notice that BT has remedied the non-conformance and inform you of the Service Start Date.

9.3 During Operation

On and from the Service Start Date, you will:

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

9.3.2 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;

9.3.3 monitor and maintain any Customer Equipment connected to the Genesys Cloud Contact Centre Service or used in connection with a Genesys Cloud Contact Centre Service;

9.3.4 ensure that any Customer Equipment that is connected to the Genesys Cloud Contact Centre Service or that you use, directly or indirectly, in relation to the Genesys Cloud Contact Centre 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 Genesys Cloud Contact Centre 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;

9.3.5 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment:

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

and redress the issues with the Customer Equipment prior to reconnection to the Genesys Cloud Contact Centre Service;

9.3.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users’ access to the Genesys Cloud Contact Centre Service;

9.3.7 keep passwords or other identification codes for Genesys Cloud Contact Centre Service secure;



- 9.3.8 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Genesys Cloud Contact Centre 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 Genesys Cloud Contact Centre 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 Genesys Cloud Contact Centre Service if BT requests you to do so in order to ensure the security or integrity of the Genesys Cloud Contact Centre Service;
- 9.3.9 not use and will ensure that your Users will not use the Genesys Cloud Contact Centre Service in an unauthorised manner; you will be liable for all Charges incurred by an unauthorised use of the Cloud Contact Genesys Cloud;
- 9.3.10 comply, and make sure your Users comply with the policies set out in Paragraph 7.1.5; and
- 9.3.11 be responsible for all Genesys Cloud Information and ensure that all Genesys Cloud Information is accurate, complete and compatible with all Applicable Laws and regulations.

9.4 The End of the Service

- 9.4.1 On expiry or termination of the Genesys Cloud Contact Centre Service by either of us, you will no longer be able to access to the Genesys Cloud Contact Centre Service.
- 9.4.2 You will ensure you request any extension to retain your data in accordance with Paragraph 7.5.
- 9.4.3 Within five days after termination you will either:
- (a) return the Materials and all copies; or
 - (b) destroy the Materials and all copies and confirm in writing that they have been destroyed.

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;
- 10.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
- 10.3.1 you confirm that the Incident is cleared within 24 hours after having been informed; or
 - 10.3.2 BT has attempted unsuccessfully to contact you, in the way agreed between both of us in relation to the Incident, and you have not responded within 24 hours following BT's attempt to contact you.
- 10.4 If you confirm that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.
- 10.5 Where BT becomes aware of an Incident, Paragraphs 10.2, 10.3 and 10.4 will apply.



Part C – Target Service Levels

Service Levels are not applicable as standard. Any Service targets set out or referenced in an Order are targets only and Service Credits and remedies will not apply unless specifically set out in the Order.



Part D – Defined Terms

11 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.

“Acceptance Test Period” has the meaning given in Paragraph 9.2.1.

“Acceptance Tests” means those objective tests conducted by you that when passed confirm that you accept the Genesys Cloud Contact Centre Service and that the Genesys Cloud Contact Centre Service is ready for use save for any minor non-conformities that will be resolved as an Incident in accordance with Paragraphs 8.3.1.

“AppFoundry” is the Supplier marketplace website where you, or BT on your behalf, may purchase third party software applications to integrate with the Genesys Cloud Contact Centre Services.

“Business Hours” means between the hours of 0800 and 1700 in a Business Day.

“Cardholder Data” means the unique payment card number (typically for credit or debit cards) that identifies the issuer and the particular cardholder account. Cardholder data may also include any of the following: cardholder name, expiration date, service code or Sensitive Authentication Data.

“Cloud Contact Genesys Firewall” means the firewall used to protect the Genesys Cloud Platform against unauthorised access.

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

“Customer Equipment” means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with a Genesys Cloud Contact Centre Service.

“Customer Target Date” means the target date provided by BT on which delivery of the Genesys Cloud Contact Centre Service (or each part of the Genesys Cloud Contact Centre Service, including to each Site) is due to start.

“De-installation Charges” means the charges payable by you on de-installation of the Genesys Cloud Contact Centre Service that are equal to the then current rates for Installation Charges on the date of de-installation.

“Edge Server” means a telephony server that handles media processing, SIP, and telephony services by combining a powerful media server, SIP registrar, and SIP proxy into a single survivable appliance.

“Enabling Service” has the meaning given in Paragraph 5.1.

“Fair Usage Policy” means Genesys the fair usage policy that is described at: <https://help.mypurecloud.com/articles/genesys-cloud-fair-use-policy/#tab11>

“General Terms” means the general terms to which this Schedule is attached or can be found at www.bt.com/terms, and that form part of the Contract.

“Genesys Cloud Contact Centre Service” has the meaning given in Paragraph 1.

“Genesys Cloud Environment Checklist” means a list of requirements your environment needs to comply with, available under the following link: <https://help.mypurecloud.com/articles/customer-network-readiness/> that BT notifies you of.

“Genesys Cloud Information” means all information, materials and content associated with Genesys Cloud Contact Centre Service.

“Genesys Cloud Package” means one of the Standard Service Components as set out in Paragraph 2.1 as more fully described in the Order.

“Genesys Cloud Plan” means Genesys Cloud Package you chose, type of model selected (named or concurrent) and Service Options selected in any applicable Order.

“Genesys Cloud Platform” means a set of computer programs, servers and firewalls hosted in AWS Data Centres that allows you to access the Genesys Cloud Contact Centre Service.

“Genesys Cloud Website” means the website used to access the Genesys Cloud Contact Centre Service and any successor or related site designated by the Supplier.

“Incident” means an unplanned interruption to, or a reduction in the quality of, the Genesys Cloud Contact Centre Service or particular element of the Genesys Cloud Contact Centre Service.

“Industry Standard” means generally accepted cloud information security practices as reflected in the Genesys Cloud Contact Centre Service security policies and procedures.

“Installation Charges” means those Charges set out in any applicable Order in relation to installation of the Genesys Cloud Contact Centre Service or any Customer Equipment or BT Equipment as applicable.

“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.



“**IVR**” means interactive voice responses.

“**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 or 36 consecutive months, as selected in any applicable Order, beginning after the Ramp Period, unless set out otherwise in any applicable Order.

“**Overage Usage Charges**” means Charges that relate to volumes used over and above the minimum commitment as set out in the applicable Order, overuse of fair usage allowances and usage where you have opted to pay on a per usage basis.

“**PCI DSS**” means the Payment Card Industry Data Security Standards, a set of policies and procedures, issued by the PCI Security Standards Council LLC (as may be adopted by local regulators) and intended to optimise the security of credit and debit card transactions and protect cardholders against misuse of their personal information.

“**Professional Services**” means those services provided by BT which are labour related services.

“**Ramp Period**” means a period of time intended to allow you to implement the Genesys Cloud Contact Centre Service. The Ramp Period shall be one hundred and twenty days, unless otherwise provided in the Order, and shall begin upon BT’s acceptance of the Order, or a date specified in the Order, normally the 1st day of the next calendar month

“**Recurring Charges**” means the Charges for the Genesys Cloud Contact Centre Service or applicable part of the Genesys Cloud Contact Centre Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.

“**Related Parties**” means a party’s past, present and future officers, directors, employees, and other personnel, agents, insurers, reinsurers, servants, attorneys, parent company, subsidiaries and Affiliates.

“**Renewal Period**” means for each Genesys Cloud Contact Centre Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period or any other period of time that is agreed in accordance with Paragraph 7.4.2

“**Service Desk**” means the BT helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the Genesys Cloud Contact Centre Service.

“**Service Improvements**” has the meaning set out in Paragraph 7.14.

“**Service Management Boundary**” has the meaning given in Paragraph 4.1.

“**Service Options**” means any additional add-ons or features set out in the Order.

“**SIP**” means Session Initiation Protocol.

“**Site**” means a location at which the Genesys Cloud Contact Centre Service is provided.

“**SOW**” means the statement of work as agreed between the parties and as relating to the applicable Order.

“**Standard Service Components**” has the meaning given in Paragraph 2.

“**Supplier**” means Genesys Europe B.V., having its principal place of business at Spaces Amstel, Mr Treublaan 7, 1097 DP Amsterdam, Netherlands.

“**Telephony**” means the electronic transmission of speech or other sound between points, with or without the use of wires.

“**Ticket**” means the unique reference number provided by BT for an Incident and that may also be known as a “**fault reference number**”.

“**Usage Charges**” means the Charges for the Genesys Cloud Contact Centre Service or applicable part of the Genesys Cloud Contact Centre 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 Genesys Cloud Contact Centre Service, or the number of minutes the Genesys Cloud Contact Centre Service was used for) with the relevant fee as set out in any applicable Order.



Annex A – Use of the AI Products

1 DEFINITIONS

Capitalized terms shall be as defined in the Schedule or General Terms, except as otherwise detailed below:

“AI System” means any machine-based system or model (including machine learning, large language models, and any other artificial intelligence software and technology) that is designed to operate with varying levels of autonomy and uses Customer Input to generate output based on a probabilistic analysis to make predictions, recommendations, estimates, decisions, or generate content in relation to the Customer Input.

“AI Product” means any Cloud Services feature, function, or offering that utilizes or incorporates AI System(s) to perform tasks.

“AI Security Features” safety and security features of the AI Product, including those intended to limit the functionality of the AI Product to its intended use case, and to minimize infringing, harmful or biased results.

“Customer Input: any Customer Data, content and other information provided by an you to, or accessed by, the AI System.

“Customer Data” means your data that is inputted and stored in the Cloud Services. Customer Data does not include any anonymized data incorporated into service improvements pursuant to the Contract.

“Cloud Services” means Genesys Cloud Services.

“Output” means any predictions, recommendations, content, information or actions generated by AI Products in connection with your use of the Cloud Services. Output(s) are considered Customer Data.

“**Training Data**” means information, data, text, sound, video, images, code, or other content used to train or improve an algorithm or algorithmic model, including AI Systems.

2 ACCEPTABLE USE

2.1 Provision of AI Products

AI Products are provided by the Supplier on the Genesys Cloud platform and constitute a part of the Genesys Cloud Contact Centre Service. AI Products may include both Genesys proprietary AI models and third-party AI models. Specific features and functionality of AI Products are described in the Documentation. Genesys acknowledges and affirms its commitment to ensuring that AI Systems operate in compliance with all Applicable Laws. You acknowledge that the AI Product is maintained by the Supplier and agree that the rights and obligations within in this AI Addendum may be subcontracted to the Supplier.

2.2 Your Use of the AI Product

You will use the AI Product in accordance with the Documentation and in compliance with Applicable Laws (including any laws requiring disclosure or consent in connection your use of the AI Product) and the terms of the Contract. You will not circumvent, override or bypass any AI Security Features, including through prompt injection, jailbreaking or similar techniques.

3 TRAINING AND TESTING

3.1 Training

The Supplier will not use Customer Data (including Customer Input and Output) in any of its AI Product development, including in connection with the creation, training, fine-tuning, or development of any AI System and will not add Customer Data to any of its AI System Training Data sets, unless it has received your written consent to do so. For the avoidance of doubt, the Supplier may use Customer Data in order to provide the Cloud Services to the you and to train or improve the AI System(s) within your instance. Customer Data used to train or improve the AI System(s) in this manner will remain strictly confidential and will not leave your instance.

3.2 Testing.

Genesys will test each AI Product and associated AI System(s) before incorporating into the Cloud Services, to support the appropriateness of the AI System(s) for the intended use. AI System testing by Genesys will include testing of elements relating to: (i) identifying and mitigating unlawful discrimination or unintended bias; (ii) explainability of results; (iii) improving accuracy of results; and (iv) complying with laws applicable to Genesys. Updates are clearly documented in release notes and are available in advance of release.



4 AI RISK MANAGEMENT

4.1 AI Risk Management Program

The Supplier will have and maintain a risk management program for all AI Products. The risk management system will include identification and analysis of known and foreseeable risks to the security and integrity of Customer Data, as well as to the relevant data subjects to such Customer Data. The objectives of the risk management program include that: (i) no Output created by the AI Product contains bias on prohibited grounds under applicable law, unless such biases can be and are explained and controlled for by the Supplier or you; (ii) the Training Data used by the Supplier to train the AI System(s) used in AI Products contains no known bias on prohibited grounds under applicable law, unless such biases can be and are explained and controlled for by the Supplier; and (iii) AI Products provided to you do not fall under the classification of prohibited systems under applicable law.

5 DOCUMENTATION

5.1 Available Documentation

Your request, the Supplier will provide to you information and reasonable assistance to document the AI System(s) and AI Products, which may include: (a) AI System validation; (b) explainability assessment; (c) bias and fairness analysis; (d) compliance with applicable law; and (e) other relevant AI product information outside of the documentation.

6 INPUT

6.1 Customer Input

Customer Input is considered Customer Data as defined under this Annex A. You are solely responsible for all Customer Input, including the accuracy, quality, appropriateness, and legality thereof, and you will ensure that Customer Input and your use of the AI Product in connection with Customer Input does not (a) violate any Applicable Law; (b) violate the terms of the Contract; or (c) infringe, violate, or misappropriate the rights of any third party. You are responsible for obtaining all consents necessary for the use and processing of Customer Data in connection with the AI Product.

7 OUTPUT

7.1 Your use of Output

Output is included in the definition of Customer Data under this Annex A. Neither the Supplier nor BT verify the accuracy, completeness, suitability, safety, or claim ownership of Output and your reliance on Output is at your sole risk and discretion. You acknowledge that Output may not qualify for intellectual property or other protection and may not be unique. You are solely responsible for assessing the suitability of Output, including through human oversight, intervention and similar safety protocols.

7.2 Transparency

Where relevant, the Supplier will include appropriate notice information to users to indicate that Output is generated by an AI System. Information about how the Supplier fulfils its transparency obligations with respect to specific AI Systems will be provided upon your request.

8 ADDITIONAL TERMS

8.1 Proprietary Rights in AI Products

The AI Product is included in the definition of Cloud Services and no additional rights are granted to you in connection with the use of the AI Product, other than those provided in the Contract with respect to the Cloud Services.

8.2 Third Party Technology.

The AI Product may include models, technologies or features licensed by third parties. The Supplier reserves the right to add, discontinue or substitute third party technology in its sole discretion, at any time.

8.3 Suspension & Termination

The Supplier reserves the right to modify, limit, suspend or terminate access to AI Products immediately and without notice if you are in violation of this Annex A, or by written notice if it becomes necessary to do so as a result of a change in law or action of a legal authority that results in the Supplier's inability to continue to offer the AI Product, due to a discontinuation or change in any third party technology, or if the Supplier discontinues the AI Product.

8.4 Additional Disclaimers



The AI Products are not designed for or intended to meet your regulatory, legal, or other obligations. You acknowledge that certain uses of the AI Products may be illegal or subject to additional legal obligations, approvals, consents, notices, and obligations, which shall be your responsibility.



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 Genesys Cloud Contact Centre Service.

2 Duration Of The Processing Of Personal Data

BT or its Sub-Processor will Process the Customer Personal Data for the Genesys Cloud Contact Centre Service as set out in this Annex for as long as BT provides the Genesys Cloud Contact Centre 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 Genesys Cloud Contact Centre is an omni-channel cloud-based contact centre enabling voice, chat, email and social channels.
- 3.2 BT provides an environment and data storage capabilities for you to control and manage data collected using the Genesys Cloud Contact Centre Service including Personal Data. The Genesys Cloud Contact Centre provides capability for the recording and storage of end user and agent conversations during which detailed Personal Data including Special Category Data could be captured as part of your service provision or provided inadvertently by the end user.

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 may be:
 - 4.1.1 Name;
 - 4.1.2 Address;
 - 4.1.3 Calling Line ID telephone number;
 - 4.1.4 Email address and email content;
 - 4.1.5 Chat transcript content;
 - 4.1.6 Content of call recordings;
 - 4.1.7 Website and IP addresses;
 - 4.1.8 Identity management – user profiles;
 - 4.1.9 Customer "contact" record, which may include name, address and custom fields for data subjects;
 - 4.1.10 Employee information such as email address, direct dial telephone number, system identification number (unique identifiers, which could be a Customer one from a single sign on integration or a Genesys Cloud Contact Centre Service identifier if not);
 - 4.1.11 Employee performance information (from historical reporting database, including but not limited to call handling time and number of calls per time period); and
 - 4.1.12 Any category of Personal Data (where you are Data Controller).

This list is not exhaustive as you will specify what Customer Personal Data is Processed.
- 4.2 The Customer Personal Data will/may concern the following categories of Data Subjects:
 - 4.2.1 your end users;
 - 4.2.2 your employees, directors and contractors; and
 - 4.2.3 any Data Subject (as controlled by you).

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