



MiCloud 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 MiCloud Service

1 SERVICE SUMMARY

BT will provide you with a hosted voice over internet protocol service providing features including telephony, on-net video and collaboration facilities, comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 4 ("**MiCloud Service**").

2 STANDARD SERVICE COMPONENTS

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

- 2.1 **User Feature Packs:** you will pick one of the following User Feature Packs for each User and BT will grant you a User Feature Pack Licence for each User:
 - 2.1.1 MiCloud Essential User Feature Pack;
 - 2.1.2 MiCloud Elite User Feature Pack;
 - 2.1.3 MiCloud Premier User Feature Pack; or
 - 2.1.4 Bespoke User Feature Pack.
- 2.2 **Telephony:** the ability to make and receive voice calls using an IP phone.
- 2.3 **Calling Features:** conference call facility, hold/resume, voice mail, caller ID, caller ID block, call forward, call transfer, call return, call waiting, DDI, do not disturb, music on hold and extension dialling.
- 2.4 **Go Live Training:** web based and on Site training on the MiCloud Service for the System Administrator and Users on or around the Service Start Date.
- 2.5 **Service Desk:** access to the Service Desk.
- 2.6 **Remote Access:** BT will provide pro-active remote monitoring of the MiCloud Service to help identify system issues, including security alerts to minimise hacking and toll fraud.

3 SERVICE OPTIONS

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

- 3.1 **Web Portal.**
- 3.2 **MiTeam Add-On.**
- 3.3 **Real Time Analytics.**
- 3.4 **MiVoice Business Console.**
- 3.5 **System Administrator Training.**
- 3.6 **Advanced End User Training.**
- 3.7 **Additional Go Live Support.**

4 SERVICE MANAGEMENT BOUNDARY

- 4.1 BT will provide and manage the MiCloud Service in accordance with Parts B and C of this Schedule and as set out in any applicable Order up to your side of the socket on the NTE, or the gateway if the socket is not managed by BT ("**Service Management Boundary**").

- 4.2 BT will have no responsibility for the MiCloud Service outside the Service Management Boundary.
- 4.3 BT does not make any representations, whether express or implied, about whether the MiCloud Service will operate in combination with any Customer Equipment or other equipment and software.

5 ASSOCIATED SERVICES

- 5.1 You will have the following services in place that will connect to the MiCloud Service and are necessary for the MiCloud Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
 - 5.1.1 BT Business Infinity or BTnet;
 - 5.1.2 LAN and WAN network; and
 - 5.1.3 BT SIP Trunk,(each an “**Enabling Service**”).
- 5.2 If BT provides you with any services other than the MiCloud Service (including 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 Use of BT Equipment and Purchased Equipment

In relation to BT Equipment, and until title in any Purchased Equipment transfers to you in accordance with Paragraph 6.3.2, you will:

- 6.1.1 keep the BT Equipment and Purchased Equipment safe and without risk to health;
- 6.1.2 only use the BT Equipment and Purchased Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;
- 6.1.3 not move the BT Equipment or Purchased Equipment or any part of it from the Site(s) without BT’s written consent and, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 6.3.2, you will pay BT’s costs and expenses reasonably incurred as a result of such move or relocation;
- 6.1.4 not make any alterations or attachments to, or otherwise interfere with, the BT Equipment or Purchased Equipment, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 6.3.2, nor permit any person (other than a person authorised by BT) to do so, without BT’s prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the BT Equipment or Purchased Equipment;
- 6.1.5 not sell, charge, assign, transfer or dispose of or part with possession of the BT Equipment or Purchased Equipment or any part of it;
- 6.1.6 not allow any lien, encumbrance or security interest over the BT Equipment or Purchased Equipment, nor pledge the credit of BT for the repair of the BT Equipment or Purchased Equipment or otherwise;
- 6.1.7 not claim to be owner of the BT Equipment and Purchased Equipment and ensure that the owner of the Site(s) will not claim ownership of the BT Equipment or Purchased Equipment, even where the BT Equipment or Purchased Equipment is fixed to the Site(s);
- 6.1.8 obtain appropriate insurance against any damage to or theft or loss of the BT Equipment and Purchased Equipment;
- 6.1.9 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 Purchased Equipment or where the BT Equipment or Purchased Equipment is damaged, stolen or lost, except where the loss or damage to BT Equipment or Purchased Equipment is a result of fair wear and tear or caused by BT;
- 6.1.10 ensure that the BT Equipment or Purchased Equipment appears in BT’s name in your accounting books;
- 6.1.11 where there is a threatened seizure of the BT Equipment and Purchased 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 Purchased Equipment; and
- 6.1.12 notify any interested third parties that BT owns the BT Equipment and Purchased Equipment.

6.2 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.

6.3 Purchased Equipment

6.3.1 Delivery and Installation of Purchased Equipment

- (a) The MiCloud Service is only available for delivery and installation in the United Kingdom.
- (b) You will provide BT with the name and contact details of at least one individual who is responsible for receiving the Purchased Equipment at the Site(s).
- (c) Where a Site is located within the EU, BT will dispatch any Purchased Equipment for delivery to the applicable Site(s) as set out in any applicable Order.
- (d) Where a Site is located outside the EU:
 - (i) you will act as the importer of record, clear the Purchased Equipment through the applicable customs authority in the destination country and be liable for any import tax, duty or excise duty incurred, and, if requested by BT, provide authorisation as soon as practicable, authorising BT or BT's agent to carry out BT's obligations as shipping agent. If you cannot give BT such authorisation, you will fulfil the shipping agent obligations on BT's behalf at your own cost; and
 - (ii) subject to your compliance with Paragraph (i):
 - i. BT will deliver any Purchased Equipment to the applicable port of entry in the destination country in accordance with Paragraph 6.3.2(b); or
 - ii. if agreed between both of us in any applicable Order, BT will arrange shipping services to deliver the Purchased Equipment to the final destination address(es) as set out in any applicable Order.
- (e) Where a Site is located within the EU, if agreed between both of us in any applicable Order, BT will, subject to Paragraph 6.3.1(f), install any Purchased Equipment at the applicable Site(s), and:
 - (i) test Purchased Equipment to ensure that it is ready for use; and
 - (ii) on the date that BT has completed those tests, confirm to you that the Purchased Equipment is available for you to carry out any Acceptance Tests.
- (f) Where a Site is located within a country in the EU other than the United Kingdom, BT will not:
 - (i) sell you the Purchased Equipment if you are not VAT-registered in the delivery country; and
 - (ii) install the Purchased Equipment unless the Reverse Charge Mechanism applies to such services in that country.
- (g) Where a Site is located outside the EU, BT will, subject to your compliance with Paragraph 6.3.1(d)(i), only sell you Purchased Equipment and not any associated installation.
- (h) In order to provide you with the Purchased Equipment and any installation services as set out in the Order, BT may transfer the provision and installation of Purchased Equipment outside the United Kingdom to a BT Affiliate or a third party in accordance with Clause 26 of the General Terms.

6.3.2 Transfer of Title and Risk

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

6.3.3 Acceptance of Purchased Equipment

- (a) Where a Site is located within the United Kingdom, BT will treat the Purchased Equipment as accepted:
 - (i) where BT does not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and

- (ii) where BT installs the Purchased Equipment, the earlier of:
 - i. the Service Start Date; and
 - ii. where you notify BT in writing that the Purchased Equipment has not passed the Acceptance Tests but that is due to minor Incidents that do not affect the Purchased Equipment's performance, the date of that Notice.
- (b) Where a Site is not located within the United Kingdom, we will treat the Purchased Equipment as accepted on signature for the delivery at the port of entry, or at the final delivery address(es) that BT has agreed with you where BT are shipping the Purchased Equipment.

6.3.4 Warranty

- (a) During the period of 12 consecutive months following the Service Start Date (or any other period that BT advises you in a Notice), if you report to BT in accordance with Paragraph 10 that there is an Incident in the Purchased Equipment due to faulty design, manufacture or materials, or BT's negligence, BT will, or will arrange for the manufacturer or other third party to, replace or (at BT's option) repair the part affected by, or causing, the Incident free of charge, unless:
 - (i) the Purchased Equipment has not been properly kept, used or maintained in accordance with the manufacturer's or BT's instructions, if any;
 - (ii) the Purchased Equipment has been modified without BT's written consent;
 - (iii) the Incident is due to damage, interference with or maintenance of Purchased Equipment by persons other than BT or a third party authorised by BT;
 - (iv) the Incident is due to faulty design by you where the Purchased Equipment has been customised or integrated into your systems to your design; or
 - (v) the Incident is due to fair wear and tear.
- (b) If requested by BT, you will return the Purchased Equipment affected by an Incident to BT or to the manufacturer or other third party, in accordance with BT's instructions, for repair or replacement in accordance with Paragraph 6.3.4(a).
- (c) BT does not warrant that the Software supplied in accordance with the Contract is free from Incidents, but BT will remedy any defects that materially impair performance (where necessary, by arrangement between both of us) within a reasonable time.

6.3.5 Security

- (a) You are responsible for the proper use of any user names, personal identification numbers and passwords used with the Purchased Equipment, and you will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.
- (b) BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.

6.3.6 Software Licence

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

6.4 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

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

7 SPECIFIC TERMS

7.1 Changes to the Contract and the MiCloud Service

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

- (a) publishing the amendment online at www.bt.com/pricing or www.bt.com/terms (or any other online address that BT advises you of); or
 - (b) by giving Notice to you.
- 7.1.2 In the event that the amendments cause you material detriment, BT will give you Notice at least 30 days before the change is to take effect and, in the case of any other amendments, at least one day before the change is to take effect.
- 7.1.3 If BT makes any amendment to the Contract or the MiCloud Service that causes you material detriment, you will not have to pay any Termination Charges if you give Notice to terminate the affected MiCloud Service in accordance with Clause 17 of the General Terms within:
 - (a) 90 days after the date of notification if BT has only published the amendment online in accordance with Paragraph 7.1.1(a); or
 - (b) 30 days after the date of the Notice if BT has given you Notice in accordance with Paragraph 7.1.1(b).
- 7.2 **Minimum Period of Service**
 - 7.2.1 You may request an extension to the MiCloud Service for a Renewal Period by Notice in writing to BT at least 30 days before the end of the Minimum Period of Service or Renewal Period (“**Notice of Renewal**”).
 - 7.2.2 If you issue a Notice of Renewal in accordance with Paragraph 7.2.1, unless BT gives you Notice otherwise, BT will extend the MiCloud Service for the Renewal Period and:
 - (a) BT will continue to provide the MiCloud Service;
 - (b) the Charges applicable during the Minimum Period of Service will cease to apply and BT will invoice you the Charges set out in the Order from expiry of the Minimum Period of Service; and
 - (c) both of us will continue to perform each of our obligations in accordance with the Contract.
 - 7.2.3 If you do not issue a Notice of Renewal in accordance with Paragraph 7.2.1, BT will cease delivering the MiCloud Service at 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.
- 7.3 **Minimum Term**

Each User Feature Pack is subject to a Minimum Term beginning on the relevant Service Start Date, as set out in any applicable Order.
- 7.4 **Termination for Convenience**

For the purposes of Clause 17 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate the MiCloud Service or any applicable Order by giving 30 days’ Notice to the other.
- 7.5 **Customer Committed Date**
 - 7.5.1 If you request a change to the MiCloud Service or any part of the MiCloud Service, including any Purchased Equipment or any IP Address location, then BT may revise the Customer Committed Date to accommodate that change.
 - 7.5.2 BT may expedite delivery of the MiCloud Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.
- 7.6 **Access to Emergency Services**

BT will not provide the ability for Users to call the emergency services by dialling “999” or “112” and you will make alternative arrangements for Users, including the maintenance of a fixed telephone number.
- 7.7 **EULA**
 - 7.7.1 BT will only provide the MiCloud Service if you have entered into an end user licence agreement with the Supplier in the form set out at www.mitel.com/content/end-user-license-agreements, as may be amended or supplemented from time to time by the Supplier (“**EULA**”).
 - 7.7.2 You will observe and comply with any relevant EULA for any and all use of the MiCloud Service.
 - 7.7.3 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the relevant EULA, BT may restrict or suspend the MiCloud Service upon reasonable Notice, and:
 - (a) you will continue to pay the Charges for the MiCloud Service until the end of the Minimum Period of Service or Renewal Period; and
 - (b) BT may charge a re-installation fee to re-start the MiCloud Service.
 - 7.7.4 You are responsible in accordance with the terms of the relevant EULA for the use of the Software.

- 7.7.5 You will enter into the relevant EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the relevant EULA are between you and the Supplier.
- 7.7.6 You will deal with the Supplier with respect to any loss or damage suffered by you or the Supplier under the EULA and any loss or damage will not be enforceable against BT.
- 7.7.7 Where the EULA is presented in a 'click to accept' function and you require BT to configure or install Software on your behalf, BT will do so as your agent and bind you to the EULA.

7.8 Telephone Numbers

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

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, 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) Recurring Charges, except Usage Charges, monthly or quarterly in arrears (depending on your billing frequency) and for any period where the MiCloud Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
- (c) any Charges for any Purchased Equipment from the Service Start Date, and those Charges that will apply from the date you take delivery or possession of that Purchased Equipment;
- (d) any Charges for Additional Go Live Support, calculated on a daily basis;
- (e) De-installation Charges within 60 days of de-installation of the MiCloud Service; and
- (f) any Termination Charges incurred in accordance with Paragraph 7.10.2 upon termination of the relevant Service.

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 MiCloud Service in accordance with Paragraph 8.2 outside of Business Hours;
- (c) Charges for expediting provision of the MiCloud Service at your request after BT has informed you of the Customer Committed Date; and
- (d) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

7.10 Cancellation and Termination Charges at the end of the Contract

7.10.1 Cancellation Charges

For the purposes of Clause 16 of the General Terms, if you cancel an Order, or part of it, any time before the Service Start Date you will pay BT Cancellation Charges of £395.

7.10.2 Termination Charges

If you terminate the Contract, the MiCloud Service or any applicable Order 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; and
- (c) any other Charges as set out in any applicable Order and any charges reasonably incurred by BT from a supplier as a result of the early termination.

7.10.3 In addition to the Charges set out at Paragraph 7.10.2 above, if you terminate during the Minimum Period of Service or a Minimum Term, you will pay BT:

- (a) Termination Charges, as compensation, equal to 100 per cent of the Recurring Charges for all remaining months of the Minimum Period of Service or Minimum Term; and
- (b) any waived Installation Charges.

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

7.11 Web Portal

Where BT provides you with access to a Web Portal:

7.11.1 details of the MiCloud Service, including configuration information, will be accessible on the Web Portal;

7.11.2 your System Administrator will have access to the Web Portal and will use the Web Portal for service management and administration, including:

- (a) User account set up, including management and provision of administration rights;
- (b) suspension or deletion of User accounts that are not active;
- (c) viewing monthly management dashboard reports and fault reports; and
- (d) accessing configuration and other information relating to the MiCloud Service; and

7.11.3 BT may change the access arrangements to the Web Portal and will give you Notice of any such changes.

7.12 Training

Where BT provides you with training, depending on the Service Option you select, BT will provide training on:

7.12.1 core telephony features;

7.12.2 call handling and phone features;

7.12.3 voicemail, voice portal and auto attendant;

7.12.4 remote working features;

7.12.5 receptionist console;

7.12.6 call logging and call recording;

7.12.7 site administration;

7.12.8 call centre; and

7.12.9 integration capability to a third party database.

7.13 Additional User Feature Packs

You may request additional User Feature Packs at any time during the Contract by placing an Order.

7.14 PCI DSS Compliance Obligations

7.14.1 The MiCloud Service is not compliant with PCI DSS nor is it designed or intended to be and you will not use the MiCloud Service for the processing, storage or transmission of any Cardholder Data or any data that is subject to PCI DSS.

7.14.2 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.

7.15 Amendments to the General Terms

7.15.1 For the purposes of the MiCloud Service, the wording in Clause 12.5 of the General Terms is deleted and replaced with the following:

12.5 If your use of any Service infringes, or allegedly infringes, someone else's Intellectual Property Rights in the United Kingdom, EU, Canada or United States, BT will indemnify you for any Claims, losses, costs or liabilities brought against you as long as you comply with the terms set out in Clause 22.7.

7.15.2 For the purposes of the MiCloud Service, the wording in Clause 15.1 of the General Terms is deleted and replaced with the following:

15.1 BT may restrict or suspend any Service:

15.1.1 if BT needs to do Maintenance;

15.1.2 to implement a change under Clause 5.2;

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

15.1.4 if BT reasonably believes:

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

(b) you have not complied with Paragraph 9.3.4 of the MiCloud Schedule; or

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

7.15.3 All other terms in Clauses 12 and 15 of the General Terms will continue to apply unamended.

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 MiCloud Service, BT:

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

8.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 8.2.1 configure the MiCloud Service;
- 8.2.2 conduct a series of standard tests on the MiCloud Service to ensure that it is configured correctly;
- 8.2.3 connect the MiCloud 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 MiCloud 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 respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Care Levels in Part C of this Schedule if BT detects or if you report an Incident with the MiCloud Service;
- 8.3.2 will provide access to the Web Portal and server to provide you with online access to performance reports; and
- 8.3.3 may, in the event of a security breach affecting the MiCloud Service, require you to change any or all of your passwords.

8.4 The End of the Service

On termination of the MiCloud Service by either of us, BT:

- 8.4.1 will provide configuration information relating to the MiCloud Service provided at the Site(s) in a format that BT reasonably specifies;
- 8.4.2 may disconnect and remove any BT Equipment located at the Site(s); and
- 8.4.3 may delete any Content.

9 YOUR OBLIGATIONS

9.1 Service Delivery

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

- 9.1.1 provide BT with the names and contact details of the System Administrator and you will give Notice to BT whenever a new System Administrator is appointed;
- 9.1.2 provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the MiCloud Service;
- 9.1.3 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
- 9.1.4 ensure that the LAN protocols and applications you use are compatible with the MiCloud Service;
- 9.1.5 prepare and maintain the Site(s) for the installation of BT Equipment and Purchased Equipment and supply of the MiCloud Service, including:
 - (a) providing a suitable and safe operational environment for any BT Equipment or Purchased Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and applicable installation standards;
 - (b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect BT Equipment or Purchased Equipment to appropriate

telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance MiCloud Services;

- (c) carry out any work that may be required after installation to make good any cosmetic damage caused during installation or maintenance;
- (d) provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the MiCloud Service, BT Equipment or Purchased Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the MiCloud Service resulting from failure in the principal power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards; and
- (e) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate.

9.2 Acceptance Tests

- 9.2.1 You will carry out the Acceptance Tests for the MiCloud Service within five Business Days after receiving Notice from BT in accordance with Paragraph 8.2.4 (“**Acceptance Test Period**”).
- 9.2.2 The MiCloud 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 acceptance of the MiCloud 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, or your System Administrator, will:

- 9.3.1 monitor and maintain any Customer Equipment connected to the MiCloud Service or used in connection with a MiCloud Service;
- 9.3.2 ensure that any Customer Equipment that is connected to the MiCloud Service or that you use, directly or indirectly, in relation to the MiCloud 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 MiCloud 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;
- 9.3.3 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 9.3.4 ensure that Users do not impair the performance of, or interfere with, the Supplier’s network, the Software or the MiCloud Service in any way (including by using Customer Equipment that is not compatible) in a way that impairs the quality of services delivered to the Supplier’s customers;
- 9.3.5 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users’ access to the MiCloud Service;
- 9.3.6 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the MiCloud 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 MiCloud 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 MiCloud Service if BT requests you to do so in order to ensure the security or integrity of the MiCloud Service; and

9.3.7 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order.

9.4 The End of the Service

On termination of the MiCloud Service by either of us, you will:

- 9.4.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s);
- 9.4.2 disconnect any Customer Equipment from BT Equipment located at the Site(s);
- 9.4.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
- 9.4.4 arrange for any BT Equipment located at the Site(s) to be returned to BT; and
- 9.4.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

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 – Service Levels

11 SERVICE CARE LEVELS

11.1 From the Service Start Date, BT will repair an Incident in accordance with the Service Care Level that you select and as set out in the Order, in accordance with the below table:

Service Care Level	Description
<p>Prompt Care</p>	<p>BT will aim to respond to an Incident within four hours and to repair an Incident by the end of the next working day after you report the Incident to BT in accordance with Paragraph 10. BT will treat an Incident reported after 2100 on a weekday or a Saturday, or anytime on Sundays or on public or bank holidays, as if you reported the Incident at 0800 on the next weekday or Saturday after the day you actually reported the Incident to BT.</p>
<p>Total Care</p>	<p>BT will aim to respond to an Incident within four hours and repair an Incident within 24 hours of you reporting the Incident to BT (including public or bank holidays) in accordance with Paragraph 10.</p>

11.2 The Service Care Levels will be subject to the additional terms set out in Section 14 of the BT Price List.

12 SERVICE LEVELS

There are no service levels for the MiCloud Service.

Part D – Defined Terms

13 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 MiCloud Service and that the MiCloud Service is ready for use save for any minor non-conformities that will be resolved as an Incident in accordance with Paragraph 8.3.1.

“Additional Go Live Support” means advanced on Site training on the MiCloud Service for the System Administrator and Users after the Service Start Date.

“Advanced End User Training” means advanced web based or on Site training for Users on telephones and application features used with the MiCloud Service.

“Bespoke User Feature Pack” means a bespoke bundle consisting of the Standard Service Components and the Service Options selected by you.

“BT Business Infinity” means any of the infinity broadband services from BT (or any successor service) with further details set out at <https://business.bt.com/products/broadband/> (or any other online address that BT may advise).

“BTnet” means a dedicated internet access service from BT (or any successor service) with further details set out at <https://business.bt.com/products/broadband/bt-leased-lines/> (or any other online address that BT may advise).

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

“BT SIP Trunk” means a service from BT providing the facility to make or receive a voice call using a private branch exchange and a suitably enabled access service (or any successor service) with further details set out at <https://business.bt.com/products/business-phone-systems/bt-sip-trunk/> (or any other online address that BT may advise).

“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.

“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 MiCloud Service.

“DDI” means direct dialling in.

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

“Desktop Device” means a desktop handset provided by BT as part of the MiCloud Service that will be Purchased Equipment for the purposes of this Schedule.

“Device” means either a Desktop Device or a Mobile Device.

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

“EU” means European Union.

“EULA” has the meaning given in Paragraph 7.7.1.

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

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

“Incoterms® 2010” means the International Commercial Terms, which are a series of pre-defined commercial terms published by the International Chamber of Commerce and are a trademark of the International Chamber of Commerce.

“Installation Charges” means those Charges set out in any applicable Order in relation to installation of the MiCloud Service or any Purchased Equipment, 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.

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

“**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).

“**MiCloud Elite User Feature Pack**” means a pre-configured bundle, including (along with the Standard Service Components and any additional selected Service Options):

- (a) use on up to four Devices simultaneously;
- (b) external parallel ringing;
- (c) Web Portal;
- (d) Mobile Device and Desktop Device;
- (e) desktop client;
- (f) click to dial; and
- (g) Microsoft Outlook calendar integration.

“**MiCloud Essential User Feature Pack**” means a pre-configured bundle, including (along with the Standard Service Components and any additional selected Service Options) use on one Device.

“**MiCloud Premier User Feature Pack**” means a pre-configured bundle, including (along with the Standard Service Components and any additional selected Service Options):

- (a) use on up to three Devices simultaneously;
- (b) external parallel ringing;
- (c) Web Portal;
- (d) Mobile Device and Desktop Device; and
- (e) click to dial.

“**MiCloud Service**” has the meaning given in Paragraph 1.

“**MiTeam Add-On**” means an add-on providing team collaboration with messaging, content sharing, white boarding and real-time voice and video meetings.

“**MiVoice Business Console**” means a PC based call handling solution.

“**Minimum Period of Service**” means a period of 36 or 60 consecutive months beginning on the Service Start Date, as set out in any applicable Order.

“**Minimum Term**” means the minimum term for any User Feature Pack that will be the period as set out in the applicable Order or until expiry or termination of the Contract, whichever is earlier.

“**Mobile Device**” means a mobile handset provided by BT as part of the MiCloud Service that will be Purchased Equipment for the purposes of this Schedule.

“**Network Terminating Equipment**” or “**NTE**” means the BT Equipment used to provide the MiCloud Service, either at the point of connection between the BT Network and the Access Line, or provided at the Site(s) for connection to the Network Terminating Unit.

“**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.

“**Real Time Analytics**” means a solution for businesses to monitor inbound and outbound call activity and record calls.

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

“**Renewal Period**” means for each MiCloud Service, the initial 36 or 60 month period following the Minimum Period of Service, and each subsequent 36 or 60 month period (as applicable).

“**Sensitive Authentication Data**” means security-related information (including but not limited to card validation codes/values, full track data (from the magnetic stripe or equivalent on a chip), PINs, and PIN blocks) used to authenticate cardholders and/or authorize payment card transactions that may be transmitted or processed (but not stored) as part of a payment transaction.

“**Service Care Levels**” means the times to respond to or repair an Incident that BT will endeavour to achieve in response to a fault report and that are based on the Access Line, as set out in Paragraph 11.1.

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

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

“**Service Options**” has the meaning given in Paragraph 3.

“**Site**” means a location at which the MiCloud Service is provided.

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

“**Supplier**” means Mitel Networks Corporation of 350 Legget Drive, Ottawa, Ontario, Canada K2K2W7.

“**System Administrator**” means the person(s) appointed by you to carry out service management and administration.

“**System Administrator Training**” means advanced web based or on Site training for System Administrators.

“**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 MiCloud Service or applicable part of the MiCloud 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 MiCloud Service, or the number of minutes the MiCloud Service was used for) with the relevant fee as set out in any applicable Order.

“**User Feature Packs**” means the MiCloud Essential User Feature Pack, MiCloud Elite User Feature Pack, MiCloud Premier User Feature Pack or a Bespoke User Feature Pack.

“**User Feature Pack Licence**” means a licence for a User to use a User Feature Pack.

“**Web Portal**” means a web portal for management and administration of the MiCloud Service as set out in Paragraph 7.11.

“**WEEE**” has the meaning given in Paragraph 6.4.1.

“**WEEE Directive**” has the meaning given in Paragraph 6.4.1.