

### BT MeetMe 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 - BT MeetMe Service

#### 1 Service Summary

BT will provide you with an audio conferencing facility, comprising the Standard Service Components up to the point of the Service Management Boundary as set out in Paragraph 4 ("BT MeetMe").

#### 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 Audio Conferencing Service

- 2.1.1 a reservation-less, on-demand conference call facility for up to 125 participants to join any one conference call;
- 2.1.2 an online account allowing the chairperson to manage the settings for their BT MeetMe service, including billing contact details and in-conference specific features, such as entry and exit tones, which are available to the chairperson and/or participant and other functions as more fully detailed in the product support pages;
- 2.1.3 the ability for participants to join a conference call through:
  - (a) Microsoft Outlook add-in access;
  - (b) toll in-bound access;
  - (c) domestic and international toll free inbound access;
  - (d) international dial inbound access;
  - (e) a desktop controller application;
  - (f) a mobile controller application;
  - (g) VoIP access; or
  - (h) dial-out access.
- 2.1.4 touch-tone commands or desktop/mobile controller features for the chairperson of a conference call to control the conference call and for a participant to participate in the conference; and
- 2.1.5 recording function allowing the chairperson of a conference call to record the conference call.

#### 3 Not Used

#### 4 Service Management Boundary

- 4.1 BT will provide and manage the BT MeetMe Service in accordance with Parts B and C of this Schedule and as set out in any applicable Order up to the point you dial into or access a conference call in accordance with the options set out in Paragraph 2.1.3 ("Service Management Boundary").
- 4.2 BT will have no responsibility for the BT MeetMe Service outside the Service Management Boundary.
- 4.3 You will ensure that you have a fixed or mobile phone connection or Internet access at a minimum of 90 KBs as defined in the <u>systems requirements</u>, in order to use the BT MeetMe Service
- 4.4 BT does not make any representations, whether express or implied, about whether the BT MeetMe Service will operate in combination with any Customer Equipment or other equipment and software.

#### 5 Associated Services

- 5.1 If BT provides you with any services other than the BT MeetMe Service, this Schedule will not apply to those services and those services will be governed by their separate terms.
- 5.2 If you are required by Applicable Law to purchase the BT MeetMe Service from a third party supplier, BT will manage the BT MeetMe Service as your agent. You will provide BT with a letter of agency to enable BT to manage the third party.

#### **6** Specific Terms

#### 6.1 Changes to the Contract

- 6.1.1 BT may amend the Contract (including the Charges) at any time by either:
  - (a) publishing the amendment online at <a href="https://www.bt.com/pricing">www.bt.com/terms</a> (or any other online address that BT advises you of); or
  - (b) by giving Notice to you.

#### 6.2 Minimum Period of Service and Renewal Periods

- 6.2.1 At the end of the Minimum Period of Service, unless one of us gives Notice to the other of an intention to terminate the BT MeetMe Service in accordance with the Contract, BT will continue to provide the BT MeetMe Service and both of us will continue to perform each of our obligations in accordance with the Contract.
- 6.2.2 BT may propose changes to this Schedule or the Charges (or both) by giving you Notice at least 90 days prior to the end of the Minimum Period of Service and each Renewal Period ("**Notice to Amend**").

#### 6.3 Customer Committed Date

- 6.3.1 If you request a change to the BT MeetMe Service or any part of the BT MeetMe Service, including any Purchased Equipment or any IP Address location, then BT may revise the Customer Committed Date to accommodate that change.
- 6.3.2 BT may expedite delivery of the BT MeetMe Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

#### 6.4 **EULA**

- 6.4.1 If you wish to join a conference call through a Microsoft Outlook or mobile controller add-in in accordance with Paragraph 2.1.3(a) or Paragraph 2.1.3(f), BT will only be able to do so if you have entered into an end user licence agreement with Microsoft or the relevant software provider ("**EULA**").
- 6.4.2 You will find the EULA on the installation landing page of the Microsoft or mobile controller add-in.
- 6.4.3 By accepting the terms of the EULA, you agree to observe and comply with it for any and all use of the BT MeetMe Service.
- 6.4.4 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the EULA, BT may restrict or suspend the BT MeetMe Service upon reasonable Notice, and:
  - (a) you will pay the Charges that are payable for the BT MeetMe Service until the BT MeetMe Service ends: and
  - (b) BT may charge a re-installation fee to start the BT MeetMe Service again.
- 6.4.5 You are responsible in accordance with the terms of the EULA for the use of the Software.

#### 6.5 IP Addresses, Domain Names and Telephone Numbers

- 6.5.1 Except for IP Addresses expressly registered in your name, all IP Addresses and Domain Names made available with the BT MeetMe Service will at all times remain BT's property or the property of BT's suppliers and are non-transferable.
- 6.5.2 All of your rights to use IP Addresses or Domain Names will cease on termination or expiration of the BT MeetMe Service.
- 6.5.3 BT cannot ensure that any requested Domain Name is available from or approved for use by the Internet Registration Authorities and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.
- 6.5.4 You will not own any telephone number related to the BT MeetMe 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 BT MeetMe Service.

#### 6.6 Provider Independent Resources

Where you receive Provider Independent Resources (PIR) with BT MeetMe Service:

- 6.6.1 you will respond to any information requests from BT in order for BT to keep registration records up-todate;
- 6.6.2 you will ensure that up-to-date registration data is provided to BT and you agree that some or all of this registration data is published in the RIPE WHOIS database;
- 6.6.3 you will not assign any of the PIR to a third party;
- 6.6.4 you will pay any registration fees to BT that apply for the PIR;
- 6.6.5 if you cannot be contacted or you do not pay any applicable registration fees to BT, the PIR will return by default to RIPE;

- 6.6.6 your use of PIR is subject to the RIPE Policies; and
- 6.6.7 if you do not follow any of the relevant RIPE Policies the PIR will return to RIPE and BT may terminate the Contract in accordance with Clause 18 of the General Terms.

#### 6.7 **Invoicing**

- 6.7.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges in the amounts set out in any applicable Order:
  - (a) Recurring Charges, billed monthly (depending on your billing frequency), calculated at the then current rates;
  - (b) Usage Charges, monthly in arrears (depending on your billing frequency), calculated at the then current rates;
  - (c) Professional Services Charges;
  - (d) De-installation Charges within 60 days of de-installation of the BT MeetMe Service; and
  - (e) any Termination Charges incurred in accordance with Paragraph 6.8 upon termination of the relevant Service.
- 6.7.2 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 BT MeetMe Service in accordance with Paragraph 8.2 outside of Business Hours;
  - (c) Charges for expediting provision of the BT MeetMe 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.

#### 6.8 Termination Charges at the end of the Contract

6.8.1 Termination Changes

If you terminate the Contract, the BT MeetMe Service or any applicable Order for convenience in accordance with Clause 17 of the General Terms you will pay BT:

- (a) all outstanding Charges for service rendered;
- (b) De-installation Charges;
- (c) any additional amounts due under the Contract;
- (d) any other Charges as set out in any applicable Order; and
- (e) any charges reasonably incurred by BT from a supplier as a result of the early termination.

#### 6.9 Call-Back

- 6.9.1 You will not allow the BT MeetMe Service to be used for Call-Back in countries where Call-Back is prohibited.
- 6.9.2 You will indemnify BT against any Claims, actions or any other legal proceedings brought or threatened against BT by a third party as a result of any breach of your obligations in Paragraph 6.9.1.
- 6.9.3 BT believes the following list of countries prohibit Call-Back:
  - (a) Afghanistan, Albania, Algeria, Netherlands, Antilles, Saudi Arabia, Armenia, Azerbaijan Bahamas, Bahrain, Belarus, Belize, Benin, Bosnia, Brazil, Brunei Darussalam, Burkina Faso, Burundi, Cambodia, Cameroon, Central African Rep., Chad, China, Cyprus, Colombia, Comoros, Costa Rica, Côte d'Ivoire, Cuba, Djibouti, Dominica, Egypt, United Arab Emirates, Ecuador, Eritrea, Ethiopia, Fiji, Gabonese Rep., Gambia, Ghana, Guinea, Guyana, Haiti, Honduras, Cook Islands, India, Indonesia, Iran, Israel, Jamaica, Jordan, Kazakhstan, Kenya, Kiribati, Kuwait, Macedonia, Lesotho, Latvia, Lebanon, Macao China, Madagascar, Malaysia, Malawi, Mali, Morocco, Mauritius, Mauritania, Mexico, Moldova, Monaco, Mozambique, Nicaragua, Niger, Nigeria, New Caledonia, Oman, Uganda, Pakistan, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Poland, Qatar, Syrian Arab Rep., Dem. Rep. of the Congo, Kyrgyz Rep., Slovak Rep., Romania, San Marino, Samoa, Serbia and Montenegro, Seychelles, Sudan, Sri Lanka, South Africa, Suriname, Tanzania, Thailand, Tonga, Tunisia, Turkey, Tuvalu, Ukraine, Vanuatu, Venezuela, Vietnam, Wallis & Futuna, Yemen, Zambia, Zimbabwe; and
  - (b) BT has provided this list for information purposes and in good faith however as this list is subject to change from time to time, it is your responsibility to ensure continued compliance with this Paragraph 6.9.

#### 6.10 **Service Amendment**

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

- (a) an Order for the BT MeetMe Service (or part of an Order) at any time before the applicable Service Start Date; or
- (b) the BT MeetMe Service at any time after the Service Start Date.
- 6.10.2 If you request a change in accordance with Paragraph 6.10.1, except where a change results from BT's failure to comply with its obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate, including:
  - (a) the likely time required to deliver the changed BT MeetMe Service; and
  - (b) any changes to the Charges due to the changed BT MeetMe Service.
- 6.10.3 BT has no obligation to proceed with any change that you request in accordance with Paragraph 6.10.1, unless and until the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change are agreed between both of us in writing.
- 6.10.4 If BT changes a BT MeetMe Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, acting reasonably, apply additional Charges.

#### Part B – Service Delivery and Management

#### 7 BT's Obligations

#### 7.1 **Service Delivery**

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

- 7.1.1 will provide you with contact details for the Service Desk; and
- 7.1.2 will provide you with a Customer Committed Date and will use reasonable endeavours to meet any Customer Committed Date.

#### 7.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 7.2.1 configure the BT MeetMe Service;
- 7.2.2 conduct a series of standard tests on the BT MeetMe Service to ensure that it is configured correctly;
- 7.2.3 on the date that BT has completed the activities in this Paragraph 7.2, confirm to you the Service Start Date.

#### 7.3 **During Operation**

On and from the Service Start Date, BT:

- 7.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if you report an Incident on the BT Network;
- 7.3.2 not used;
- 7.3.3 may carry out Maintenance from time to time and will use reasonable endeavours to inform you at least five Business Days before any Planned Maintenance on the BT Network, BT Equipment or Purchased Equipment, however, BT may inform you with less notice than normal where Maintenance is required in an emergency;
- 7.3.4 may, in the event of a security breach affecting the BT MeetMe Service, require you to change any or all of your passwords;
- 7.3.5 will notify you if a conference call has been inactive for three hours and will terminate the inactive call if no response is subsequently received; and
- 7.3.6 may deactivate any online account if an online account has not been used for six consecutive months.

  BT will give you 30 days' notice before BT deactivates any online account.

#### 7.4 The End of the Service

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

- 7.4.1 will provide configuration information relating to the BT MeetMe Service provided at the Site(s) in a format that BT reasonably specifies; and
- 7.4.2 may delete any Content.

#### 8 Your Obligations

#### 8.1 **Service Delivery**

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

- 8.1.1 provide BT with the names and contact details of the Customer Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 8.1.2 provide BT with any information reasonably required without undue delay;
- 8.1.3 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 MeetMe Global and Access Service;
- 8.1.4 complete any preparation activities that BT may request to enable you to receive the BT MeetMe Service promptly and in accordance with any reasonable timescales;
- 8.1.5 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 BT MeetMe Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them; and
  - (b) ensure that your Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required);

8.1.6 ensure that the LAN protocols and applications you use are compatible with the BT MeetMe Service.

#### 8.2 **During Operation**

On and from the Service Start Date, you will:

- 8.2.1 monitor and maintain any Customer Equipment connected to the BT MeetMe Service or used in connection with a BT MeetMe Service;
- 8.2.2 comply with all rules, regulations of your Internet or telephone access provider in using the BT MeetMe Service:
- 8.2.3 ensure that any Customer Equipment that is connected to the BT MeetMe Service or that you use, directly or indirectly, in relation to the BT MeetMe 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 BT MeetMe 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;
- 8.2.4 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;
- 8.2.5 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the BT MeetMe Service;
- 8.2.6 maintain a written list of current Users and provide a copy of such list to BT within five Business Days following BT's written request at any time;
- 8.2.7 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the BT MeetMe 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 BT MeetMe 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 BT MeetMe Service if BT requests you to do so in order to ensure the security or integrity of the BT MeetMe Service.
- 8.2.8 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order; and
- 8.2.9 not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case you will ensure the prior User will no longer have any right to access or use the BT MeetMe Service.
- 8.2.10 Notify your Users that personal data will be transferred outside of the EU, for example Customer Billing Records (CBR) are transferred to a BT Group Affiliate in the US in order that BT may produce your invoice for this Service. BT will make such transfers in accordance with Clause 14 (Data Protection).

#### 8.3 The End of the Service

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

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

#### 9 Notification of Incidents

Where you become aware of an Incident:

- 9.1 the Customer Contact will report it to the Service Desk;
- 9.2 BT will give you a Ticket;
- 9.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
  - 9.3.1 you confirm that the Incident is cleared within 24 hours after having been informed; or

- 9.3.2 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.
- 9.4 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.

### Part C – Service Levels

There are no Service Levels for the BT MeetMe Service.

#### Part D – Defined Terms

#### 10 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.

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

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

"Call-Back" means a call function which allows a chairperson or User of a conference call to call their own personal mobile or landline telephone in order to join a particular conference call.

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

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

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

**"CBR"** means the billing records that may include personal data such as, name, business email address, business postal address and business phone number, which may be used and transferred to a BT Group Affiliate in the US in order that BT can produce your invoice for this Service.

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

"**De-installation Charges**" means the charges payable by you on de-installation of the BT MeetMe Service that are equal to the then current rates for Installation Charges on the date of de-installation.

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

"EULA" has the meaning given in Paragraph 6.4.

"General Terms" means the general terms that this Schedule is attached to, or where not attached to this Schedule, can be found at <a href="https://www.bt.com/terms">www.bt.com/terms</a>, and form part of the Contract.

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

"Installation Charges" means those Charges set out in any applicable Order in relation to installation of the BT MeetMe Service.

"Internet" means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

"Internet Protocol" or "IP" means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

"**IP 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).

"BT MeetMe Service" has the meaning given in Paragraph 1.

"Minimum Period of Service" means a period of 12 consecutive months beginning on the Service Start Date, unless set out otherwise in any applicable Order.

"Notice to Amend" has the meaning given in Paragraph 6.2.2.

"**Provider Independent Resources**" or "**PIR**" means resources assigned to Users that include autonomous system numbers, provider independent IPv4 addresses, any cast assignments, provider independent IXP IPv6 addresses and all future provider independent resources.

"Planned Maintenance" means any Maintenance BT has planned to do in advance.

"Professional Services" means those services provided by BT which are labour related services.

"**Recurring Charges**" means the Charges for the BT MeetMe Service or applicable part of the BT MeetMe 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 BT MeetMe Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

"RIPE" means the Réseaux IP Européens, an organisation of European IP networks whose primary activity is the assignment and management of Internet numbers such as IP addresses and autonomous system numbers.

"RIPE Policies" means those policies published on the RIPE website at <a href="https://www.ripe.net/publications/">https://www.ripe.net/publications/</a> that may be amended from time to time.

- "RIPE WHOIS" means the RIPE database which provides contact and registration information for IP addresses, autonomous system numbers (ASN), organizations or customers that are associated with these resources, and related Points of Contact (POC). It does not include information on domain names.
- "Service Desk" means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the BT MeetMe 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 BT MeetMe Service is provided.
- "Standard Service Components" has the meaning given in Paragraph 2.
- "Ticket" means the unique reference number provided by BT for an Incident and that may also be known as a "fault reference number".
- "Usage Charges" means the Charges for the BT MeetMe Service or applicable part of the BT MeetMe 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 BT MeetMe Service, or the number of minutes the BT MeetMe Service was used for) with the relevant fee as set out in any applicable Order.
- **"VoIP"** means Voice over Internet Protocol. It allows users to make voice calls from a computer, smartphone, other mobile devices, special VoIP phones and WebRTC-enabled browsers.