



RingCentral Development Platform Annex to the BT Cloud Phone Schedule and Cloud Work Schedule

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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 Annex have the meanings given to them in the General Terms, the BT Cloud Phone Schedule to the General Terms or the Cloud Work Schedule to the General Terms.

1 Application of this Annex

- 1.1 This Annex sets out the additional terms that will apply where BT provides you with access to and use of the RingCentral development platform and API as part of your BT Cloud Phone Service or Cloud Work Schedule.
- 1.2 The terms of this Annex apply in addition to the terms in:
 - 1.2.1 the BT Cloud Phone Schedule or the Cloud Work Schedule; and
 - 1.2.2 the General Terms.

Part A – RingCentral Development Platform

2 RingCentral Development Platform

- 2.1 BT will provide you with access to RingCentral development platform where you will be able to access and use Open APIs to enable apps and Integrations with your CRM systems (the "**RC Development Platform Service**").

3 Licence Agreement and Terms of Use

- 3.1 BT will only provide the RC Development Platform Service if you have entered into a licence agreement with RingCentral in the form set out at <https://www.ringcentral.com/legal/apilifos.html>, as may be amended or supplemented from time to time by RingCentral ("**RCLA**").
- 3.2 You will observe and comply with the RCLA for any and all use of the RC Development Platform Service.
- 3.3 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the RCLA, BT may restrict or suspend the RC Development Platform Service upon reasonable Notice.
- 3.4 You will enter into the RCLA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the RCLA are between you and RingCentral and you will deal with RingCentral with respect to any loss or damage suffered by either of you as any such loss or damage will not be enforceable against BT.
- 3.5 You will deal with RingCentral with respect to any loss or damage suffered by you or RingCentral under the RCLA and any loss or damage will not be enforceable against BT.
- 3.6 Where the RCLA 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 RCLA.

4 Third Party Apps and Services

- 4.1 In using the RC Development Platform Service, you may access apps, and services provided by third parties.
- 4.2 Your use of any third party apps and services available the RC Development Platform Service will be governed by the terms applicable to the third party apps and services.
- 4.3 Your dealings with and use of any third party apps and services with Ring Central Development Platform Service are solely between you and such third parties. BT will not be responsible or liable for any loss or damage of any kind incurred by you as the result of any such use or as the result of the presence of such third party apps and services on the RingCentral Development Platform and API.
- 4.4 Where applicable, you are responsible for the charges and purchase of required licenses or subscription to use third party apps and services.

5 Charges

- 5.1 Subject to Paragraph 6 of this Annex, BT will provide you with the RC Development Platform Service at no additional charge

6 Usage Charges

- 6.1 Where you use the APIs to develop a private Integration with your CRM systems, a Monthly API Usage Allowance as set out in Section 56, Part 18, Subpart 10 or Section 56, Part 18, Subpart 11, as applicable, of the BT Price List will apply.



- 6.2 The Monthly API Usage Allowances expire at the end of each calendar month and cannot be transferred to a subsequent month if unused.
- 6.3 If you exceed the Monthly API Usage Allowance, BT may charge you for your extra usage for each month that you exceed the applicable Monthly Usage Allowance in accordance with the Charges set out on the Section 56, Part 18, Subpart 10 or Section 56, Part 18, Subpart 11 of the BT Price List, as applicable.

7 Ending or Suspending the RC Development Platform Service

- 7.1 BT may suspend or terminate the RC Development Platform Service if:
 - 7.1.1 your BT Cloud Phone Service or Cloud Work Service is terminated in accordance with Clauses 17, 18 or 19 of the General Terms, the BT Cloud Phone Schedule or the Cloud Work Schedule;
 - 7.1.2 BT reasonably believes you are using the RC Development Platform Service in a way that does not comply with this Annex;
 - 7.1.3 BT can no longer provide you with the RC Development Platform Service (or part of it);
 - 7.1.4 BT has to for legal or regulatory reasons; or
 - 7.1.5 BT has reasonable grounds to suspect fraud or any other unauthorised activity.



Part B – Service Delivery and Management

8 BT's Obligations

Throughout the provision of the RC Development Platform Service, BT will provide you with access to the RingCentral development platform and API using reasonable care and skill, but BT cannot guarantee that the RC Development Platform Service will be available all of the time.

9 Your Obligations

Before the Service Start Date and, where applicable, throughout the provision of the RC Development Platform Service, you will:

- 9.1 comply with any reasonable instructions BT gives you about the RC Development Platform Service and comply with our reasonable security checks;
- 9.2 manage the design, support and validation processes relating to your use of Open APIs to enable Integrations with your CRM systems;
- 9.3 not use the RC Development Platform Service for any improper or unlawful use;
- 9.4 not do anything which may have a negative effect on:
 - 9.4.1 BT systems, networks, services, brand, reputation or security;
 - 9.4.2 other customers' use of services or other customers' equipment;
 - 9.4.3 other customers' security; or
 - 9.4.4 any other person's business systems, networks or security.
- 9.5 not use the RC Development Platform Service to try to gain unauthorised access to any service, data, account or network by any means; and
- 9.6 be responsible for the acts and omissions of all your Users in connection with the RC Development Platform Service and be liable for any failure by any User to perform or observe the terms of this Contract.



Part C – Defined Terms

10 Defined Terms

In addition to the defined terms in the General Terms and the BT Cloud Phone Schedule or the Cloud Work Schedule, capitalised terms in this Annex will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, the BT Cloud Phone Schedule or the Cloud Work Schedule, these defined terms will take precedence for the purposes of this Annex).

"Application Programming Interface" or **"API"** means a set of subroutine definitions, protocols, and tools for building software applications.

"Customer Relation Management" or **"CRM"** means a software application that manages customer data and customer interactions.

"Integrations" means the process of configuring multiple application programs to share data in the cloud and communicate either directly or through third-party software.

"Monthly API Usage Allowance" means the API usage allowance that applies where you use API for private Integrations with your CRM system as set out in Section 56, Part 18, Subpart 10 or Section 56, Part 18, Subpart 11, as applicable, of the BT Price List.

"Open APIs" means a publicly available API that provides developers with programmatic access to a proprietary software application.

"RC Development Platform Service" has the meaning given in Paragraph 2.

"RCLA" has the meaning given in Paragraph 3.1.

"RingCentral" means RingCentral Inc. 2nd Floor, 85 Uxbridge Road, Ealing, London, W5 5 TH, United Kingdom.