



Service Schedule for BT Office Anywhere

1. SERVICE DESCRIPTION

Service Overview

1.1 BT Office Anywhere provides a single Device which will provide access to BT Mobile and one or more of the following options:

- BT VoIP (when ordered at the same time as BT Mobile)
- Microsoft® Office 365 Small Business offered by BT
- BT Openzone

The access options available are dependent upon the Device selected by the Customer.

Important Note: The Device cannot make 999, 112 or 911 emergency calls using VoIP. All such calls will be placed over the GSM network. BT recommends that the Customer makes alternative arrangements to cover circumstances such as a loss or poor coverage of the GSM connection. The ability to make 999, 112 or 911 emergency calls cannot be guaranteed.

1.2 BT Signal Assist is an option available for enhancing the Network signal.

1.3 The Devices are provided under this Contract and BT's Conditions of Sale do not apply.

Access

1.4 The Service can be accessed via:

- (a) GSM (including GPRS); or
- (b) WiFi,

or both depending on the Device, where the Device is being used and the access arrangements the Customer has.

1.5 If the Customer accesses the Service via a WiFi Hotspot that does not use BT Broadband or BT Openzone then:

- (a) broadband access speed;
- (b) VoIP voice quality; and

(c) some other service features and service levels,

may be affected.

1.6 Internet connection speeds, bandwidth and the ability to access certain websites will vary depending on the access method used and whether or not the WiFi Hotspot uses BT Broadband or BT Openzone. BT cannot be responsible for the websites available to the user when the access method is not provided and supported by BT.

General

1.7 BT will allocate a number for use with each SIM Card only. The number does not belong to the Customer and may only be transferred to another service provider in certain circumstances. BT Customer Services can provide further details on request.

1.8 Except as otherwise stated in this Contract, the Customer is responsible for providing suitable computer hardware, Software, and telecommunications equipment and services necessary to access and use the Service.

1.9 This Contract does not include the provision of telecommunications services (including access to the internet) necessary to connect to the Service.

1.10 Where BT provides the Service for use by the Customer with applications, products, and services not provided by BT, BT is not responsible for the performance of such applications, products and services.

1.11 The Customer acknowledges that BT has no control over the information transmitted via the Service and that BT does not examine the use to which customers put the Service or the nature of the information they are sending or receiving. BT excludes all liability of any kind in relation to such information and use.

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1.12 The Customer agrees BT may migrate the Service to an alternative Network as determined by BT at any time. The Customer will cooperate with BT during the migration including (but not limited to), the Customer:

- (a) enabling the required replacement of SIM Cards for the alternative Network;
- (b) reloading and/or amending specific settings on Devices and mobile devices not supplied by BT under the Contract; and
- (c) arranging for mobile devices not supplied by BT under the Contract to be unlocked.

The Customer agrees and accepts that the Customer may require internet access in order to undertake the above and that the migration may mean a temporary interruption to the Service under clause 3.11 (b) of the Conditions.

Service Start Date

1.13 The Service Start Date for BT Mobile and, if applicable, BT VoIP will be the date that the BT Mobile SIM card is activated. This applies irrespective of when the Customer starts to use BT Mobile or BT VoIP.

1.14 The Service Start Date for Microsoft® Office 365 Small Business offered by BT is the date of BT's email to the Customer confirming acceptance of the order. If at any time before the User SL is first activated BT finds that it is unable to provide the Service for any reason, BT will notify the Customer as soon as possible and the contract for the Service will be cancelled immediately without liability to either party.

1.15 The Service Start Date for BT Signal Assist will be the date BT communicates its acceptance of the Customer's order for the Service. This applies irrespective of when the

Customer starts to use BT Signal Assist.

Minimum Period

1.16 The Minimum Period is detailed in the Charges Schedule (where a Charges Schedule is provided) or the Welcome Letter (where this contains charges).

For Microsoft® Office 365 Small Business offered by BT, each User SL is subject to a Minimum Period.

BT Mobile

Description of BT Mobile

1.17 BT Mobile is a mobile wireless communications service that includes:

- (a) the ability to make and receive voice calls;
- (b) the ability to send and receive information (including messaging services such as SMS or MMS or e-mail or accessing information from the internet); and
- (c) any other facilities that we agree to provide under this Contract including Content.

1.18 BT Mobile includes the supply of a SIM Card and a Device for each connection to BT Mobile.

Use of BT Mobile

1.19 BT may bar certain numbers from BT Mobile on a temporary or permanent basis where in BT's reasonable opinion it is necessary to do so, or BT may reduce the number and length of voice and text messages left on the Customer's message service.

1.20 The Customer must not connect, continue connection or knowingly allow any third party to connect or continue the connection of any GSM Gateway to the Network.

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	BT VoIP (if applicable)		be charged on the Customer's bill as a GSM call.
	Description of BT VoIP		
1.21	BT VoIP enables a voice call using the internet. The Customer can use BT VoIP by enabling the WiFi on the Device and connecting to a WiFi Hotspot that has access to the internet.	1.26	The use of BT VoIP may contribute to the usage of the broadband line.
			Microsoft® Office 365 Small Business offered by BT (if applicable)
1.22	BT VoIP can only be used when the SIM Card provided by BT with BT Office Anywhere is in the Device and the SIM Card is active (a security feature).	1.27	Where referred to in this Contract, Office 365 means Microsoft® Office 365 Small Business offered by BT. Office 365 is a set of web-enabled tools that enables the Customer to access:
1.23	A Device can make a BT VoIP call when connected to the internet using WiFi:	(a)	email, calendars and contacts;
	(a) when it is in range of a WiFi Hotspot and VoIP communication is allowed; and	(b)	Sharepoint;
	(b) the WiFi Hotspot security key, if any, is known and entered into the Device. The Customer needs to connect to a WiFi Hotspot before a VoIP call can be made.	(c)	Office Web Applications; and
		(d)	Lync Online,
			via the Device or any other suitable equipment, subject to suitable access.
1.24	When a Device is connected to a WiFi Hotspot where internet access is available and BT VoIP is authorised, BT VoIP will be enabled and the green BT VoIP icon will be shown on the Device display home-screen.		BT will provide User SLs to the Customer for Users to access the Service. Hardware or software used by the Customer to reduce the number of Users that directly access or use the Service, does not reduce the number of User SLs required. The number required will be determined by BT.
	Use of BT VoIP		All third party trade mark rights are acknowledged.
1.25	BT will allocate a VoIP account for use with each SIM Card. The BT VoIP can be used to make international calls whilst in the UK and outside the UK provided that the Customer has access to a WiFi Hotspot and the BT VoIP Available icon is showing on the Device display. It is possible to ensure the GSM network is not used by selecting the option of "Broadband Only" on the VoIP settings. Should a call be made from outside the UK and the GSM network is used, this call will	1.28	Further information including details of features, limitations, restrictions and notices is available at http://business.bt.com/domains-and-hosting/office-365/ (or any other url that BT advises to the Customer). Breach of any limit or restriction may result in the rejection, deletion or loss of data. Each mailbox that shares a custom domain must have its own User SL in order to benefit from all the collaboration features of Office 365 for small businesses provided by BT.
		1.29	The Customer accepts and agrees that activation or set-up (or both) of the Service may result in information

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about connected devices being sent to BT or its licensors (or both). If a device is connected to the Internet, activation may be automatic. Changes to the Customer's computer equipment or the Service may require reactivation or set-up (or both) of the Service.

1.30 BT or its licensors (or both) may contact the Customer (including Users) in connection with the delivery or operation of the Service.

1.31 Office 365 includes the fault reporting facilities described in paragraph 2 below.

Service Functionality

1.32 In order to access Office 365, the Customer must have the minimum system requirements detailed on www.bt.com.

Use of Office 365

1.33 The Customer agrees that Office 365:

(a) will be accessed as permitted by BT and the Customer will not attempt at any time to circumvent system security or any technical limitations relating to use of the Software or to access the source software or compiled code; and

(b) is protected by copyright, trademark and other intellectual property rights, as applicable. The Customer must not and must not permit anyone else to copy, store, adapt, modify, transmit or distribute the Service except to Users.

1.34 The Customer agrees that BT may, without notice, take action to suppress and/or delete inbound and outbound emails reasonably considered by BT to be spam.

System Administration

1.35 BT will perform routine system administration including server, network and security monitoring.

1.36 BT may take action to manage network performance to avoid disruption of Office 365.

BT Openzone (if applicable)

Description of BT Openzone

1.37 BT Openzone is independent of GSM data usage. BT Openzone can be used in BT Sites. BT Openzone is available on a subscription and a per minute basis as specified in the Charges Schedule and/ or Welcome Letter.

1.38 BT Openzone:

(a) uses the WiFi technology in the Device to enable the Customer to connect to BT Sites and be able to send and receive data;

(b) is a wireless data service using radio frequency to access a BT Site. Fixed line connections from the BT Site connect the Customer to the BT Network and subsequently on to the internet or, if applicable, the Customer Network; and

(c) includes connection to the BT Network and if required the internet but does not include a connection from the BT Network to any Customer Network or any services once the Customer is connected to the internet.

Quality of BT Openzone

1.39 The Customer can make BT VoIP calls from BT Openzone WiFi Hotspots without having BT Openzone. If the Customer wishes to access other services (e.g. Office 365) via a BT Site the Customer must have BT Openzone.

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1.40 BT Openzone is dependent on the suitability of Customer's computing equipment (should the Customer use equipment other than the Device) and, if applicable, the Customer Network.

1.41 When the Customer is located within the radio frequency coverage area of a BT Site the Customer may connect to BT Openzone using the Customer's computing equipment and login name and password.

1.42 BT does not authorise or guarantee access to any of the BT Sites for the Customer to use BT Openzone or guarantee that BT Openzone will continue to be available from a specific BT Site.

Use of BT Openzone

1.43 BT Openzone must not be used in contravention of BT Openzone acceptable use policy located at www.btopenzone.com/terms/acceptable_use_policy.jsp, the acceptable use policies of any connected networks and the internet standards. The acceptable use policies may be amended from time to time. The acceptable use policy also specifies actions BT may take to ensure the Customer's compliance and by accepting the terms of this Contract the Customer authorises BT to take such actions.

Other

1.44 BT provides a list of BT Sites offering availability of BT Openzone published at the BT Openzone Web Page.

BT Signal Assist (if applicable)

Description of BT Signal Assist

1.45 BT Signal Assist comprises the provision of a Device that plugs into the Customer's broadband line to enhance the Network signal indoors within the Customer's premises. Each Device can have up to 32 Connections registered to it.

1.46 The Device:

(a) is only compatible with the Network and cannot be used with other telecommunication networks;

(b) must only be used in the United Kingdom and in accordance with the guidelines, instructions and other specifications provided with the Device or as may be provided by BT from time to time;

(c) supports up to 4 concurrent voice calls or data sessions or a mix of the two;

(d) requires broadband speeds of at least 1 Mbps. As the Device is dependent on the broadband connection, interruptions affecting the Customer's broadband or power will impact the operation of the Device;

(e) requires a compatible 3G mobile handset.

1.47 From time to time BT may access the Device remotely in order to provide the Customer with updates to the Device.

1.48 BT reserves the right to disconnect the Device if it becomes permanently incompatible with the Network. Such disconnection will not result in termination charges being applied to the Customer.

Emergency Calls

1.49 The ability to make 999 or 112 emergency calls using BT Signal Assist cannot be guaranteed. Emergency calls may fail if there is a power failure, broadband connection failure or some other service disruption. If the Customer uses BT Signal Assist to make an emergency call, the location details available to

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the emergency services will be the postcode registered by the Customer for the Device, which may not provide a specific address to identify the location from which the call originated. Wherever possible, alternative arrangements should be made to make emergency calls and a primary telephone line maintained.

2. SERVICE LEVELS

General

- 2.1 The Service may be impaired by geographic or atmospheric conditions.
- 2.2 Unless stated otherwise below, the Customer should report any faults in the Service to BT Customer Services. The opening hours and contact details of BT Customer Services are as set out in the Welcome Letter or as otherwise advised by BT.
- 2.3 BT will repair the fault as soon as reasonably practicable. Following initial fault diagnosis by BT, BT will report faults that are not attributable to the Service back to the person who reported the fault.

Devices

- 2.4 Devices include a 12 month manufacturer's guarantee from the date of delivery to the Customer and are subject to the terms of the manufacturer's warranty supplied with the Device. If a fault occurs that is covered by the warranty, the Customer should report the fault to BT Customer Services which will arrange for the faulty Device to be repaired or replaced as soon as reasonably practical. If there is a fault in a Device and the warranty has expired or does not apply the Customer may need to buy a new Device.

BT Mobile

- 2.5 BT Mobile is not available in all parts of the United Kingdom nor in all other countries (as service there is provided

over other operators' networks over which BT has no control).

BT VoIP

- 2.6 BT aims to provide a continuous service, but the Service may be impaired by other use of the WiFi Hotspot such as uploading or downloading by the Device or by other users of the WiFi Hotspot. The voice quality of the VoIP call may also be impaired by the number of users or speed and contention of the internet connection.

Office 365

Fault Monitoring

- 2.7 BT will provide fault monitoring 24 hours a day, 7 days a week.

Scheduled Service Availability

- 2.8 The Service is scheduled to be available 24 hours per day, 7 days a week. Subject to clause 2.13, the Customer acknowledges that such availability is not guaranteed:

Security

- 2.9 The Service is accessed through 128-bit Secure Sockets Layer (SSL) or Transport Layer (TLS) Security encryption.
- 2.10 The Service uses Microsoft Forefront On-line Protection for Exchange, Microsoft Forefront Protection, proprietary anti-spam technology and complementary antivirus engines to help detect malicious code, malicious software and spam.
- 2.11 The Customer acknowledges BT cannot guarantee that the security specified in paragraphs 2.9 and 2.10 above will detect or protect against malicious code, malicious software or spam.
- 2.12 BT recommends the Customer takes appropriate measures, including the installation of suitable antivirus

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software, to protect and secure its PCs and computer network against harmful and malicious viruses.

Service Level Agreement

2.13 The Service Level Agreement set out in the Annex to this Service Schedule forms part of the Contract and applies to Office 365.

2.14 BT's sole liability for a failure in the Service covered by the Service Level Agreement is limited to the amount payable to the Customer as set out in the Annex. Any amount paid by BT under the Service Level Agreement will reduce by the same amount BT's limit of liability under paragraph 5.4 below.

3. RESPONSIBILITIES OF THE CUSTOMER AND BT

General

3.1 Except as permitted by applicable law or as expressly permitted under the Contract, the Customer must not, without BT's prior written consent, copy manuals or documentation or permit anyone else to do so.

BT Mobile

3.2 The Customer agrees:

- (a) to take adequate precautions to prevent damage to or unauthorised use or theft of the SIM Card or Device;
- (b) that the SIM card remains BT's property at all times; and
- (c) to inform BT Customer Services immediately by telephone if the SIM Card or Device is lost, stolen, damaged or destroyed or likely to be used in an unauthorised manner.

3.3 If the SIM Card or Device is lost, stolen, damaged or destroyed or likely

to be used in an unauthorised manner the Customer will be responsible for any charges incurred until the Customer has informed BT and for the cost of replacement.

3.4 Any equipment other than that provided by BT that the Customer connects to or uses with BT Mobile must be approved by BT for use on the Network. BT may disconnect the BT Mobile if the Customer uses or allows a third party to use BT Mobile with unapproved equipment.

Office 365

3.5 The Customer will be responsible for the creation, maintenance and design of all Customer Data.

3.6 The Customer must acquire and assign User Subscription Licences ("User SLs") to Users who access the Service.

3.7 The Customer must not:

- (a) reverse engineer or disassemble any Software;
- (b) create derivative works of the Software; or
- (c) unless otherwise expressly permitted under this Contract:
 - (i) rent, lease, lend, resell, or host to or for third parties any Software;
 - (ii) separate and use the components of the Software on two or more computers, upgrade or downgrade components at different times, or transfer components separately.

3.8 The Customer must use only Microsoft software or other authorised third party software to sign into and use the Service.

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3.9 The Customer must ensure that it complies with all consumer and other legislation, instructions or guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to the Customer and which relate to the provision of Customer Data.

3.10 The Customer is responsible for the acts and omissions of all Users in connection with the Service and is liable for any failure by any User to perform or observe the terms and conditions of this Contract, including any instructions issued under clause 3.4 of the Conditions.

3.11 The Customer must not create or use an email name that infringes the rights of any person in a corresponding trademark or trade name or that in BT's reasonable opinion is offensive, or detrimental to BT including to BT's reputation.

3.12 The Customer must not use a Domain Name, which infringes the rights of any person in a corresponding trademark or name.

3.13 If BT reasonably believes that any action specified in paragraph 3.12 above has happened, BT may, without notice, suspend access to the Mailbox.

3.14 The Customer must only use the email address as part of the Service. The Customer must not sell, or agree to transfer it to anyone else and must not try to do so.

Using More than One Product or Functionality Together

3.15 The Customer must obtain a licence for each product and separately licensed functionality used on a device or by a User.

Third Party Content and Services

3.16 BT and its licensors are not responsible for any third party content

the Customer accesses with the Service, if any. The Customer is responsible for the Customer's dealings with any third party (including advertisers) relating to the Service (including the delivery of and payment for goods and services).

Scope of Use

3.17 The Customer must not:

(a) use the Service to try to gain unauthorised access to any service, data, account or network by any means;

(b) falsify any protocol or email header information;

(c) use the Service to send, spam or otherwise make available any offering designed to violate these terms (e.g. denial of service attacks);

(d) remove, modify, or tamper with any regulatory or legal notice or link that is incorporated into the Service; or

(e) use the Service in any application or situation where failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage. This does not include use for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage.

Admin User

3.18 The Customer is responsible for nominating an Admin User who will be a contact point for BT or Microsoft for Service delivery or operational issues. The Customer agrees that BT may

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provide Microsoft with the contact details of the Admin User. The Admin User will be responsible:

- (a) for the day to day use of Office 365 within the Customer's organisation, including the first point of contact for queries and the day to day management of user accounts;
- (b) for operation of Self Care, including the issuing and updating of appropriate passwords;
- (c) for the provision of all PCs, software, applications, internet access or bandwidth in order to access Office 365, all correctly maintained at Customer's expense and used in accordance with the manufacturer's instructions; and
- (d) for all configuration and managing of its access to Office 365 including configuration of its network, firewall, Domain Name Registration, routers and PCs. BT accepts no liability for whatever reason due to incorrect configuration of any of the above by the Customer.

The Customer accepts that not all administrative functions are available to the Customer and certain activities, as determined by BT at BT's sole discretion, are reserved to BT.

- 3.19 The Customer must advise any change in the Admin User by email to the Helpdesk as described in this Service Schedule.

BT Signal Assist

- 3.20 The Customer is responsible for:
- (a) installation of the Device in accordance with the

documentation provided with the Device;

- (b) registering Connections to the Device in accordance with instructions provided with the Device;
- (c) ensuring that it has broadband that is compatible with the Device. In addition to the speed limitations set out above, functionality of the Device may be impacted by modems or other systems used by broadband providers other than BT.

- 3.21 It is a condition of the Service that the Customer must provide BT with details of the location of the Device and keep BT updated with any changes to its location.

4. CHARGES

General

The following terms apply in addition to the Charges and Payment terms set out in the Conditions

- 4.1 Charges for the Service, Devices and any other equipment are set out in the Charges Schedule (where a Charges Schedule is provided) or the Welcome Letter (where this contains charges) and/or the BT Price List, or as otherwise specified or advised by BT.
- 4.2 Where the Service includes any of the options stated in paragraph 1.1 or 1.2, the Customer must have a BT OneBill Plus account with BT. BT will normally bill the Customer in line with standard BT OneBill Plus arrangements but may sometimes need to raise separate charges or bills (such as while a new BT OneBill Plus account is being set up).
- 4.3 The Customer must pay the charges by direct debit except where immediately prior to the Customer ordering the Service the Customer

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already had a BT OneBill Plus account and BT had agreed a payment method other than direct debit. In the latter case the Customer may continue the existing BT OneBill Plus payment method.

Service Termination Charges

- 4.4 The cancellation charges payable under clause 6.1 of the Conditions and the termination charges payable under clause 6.5 of the Conditions are detailed in the Charges Schedule (where a Charges Schedule is provided) or the Welcome Letter (where this contains charges) and/or the BT Price List.

Usage Limits

- 4.5 BT may at its discretion apply a usage limit to the Customer's account and/or SIM Cards, details of which are set out on bt.com and BT may suspend the Service if this limit is exceeded. BT may alter this limit by publishing changes on bt.com. It is the Customer's responsibility to monitor the Customer's usage against this limit. As BT's billing system is not instantly updated each time the Customer uses the Service it is possible, especially when making international calls or using international roaming, to exceed the Customer's usage limit. The Customer will be liable for all charges incurred including any charges exceeding the usage limit. If BT has suspended the Service, the Customer may need to pay any charges incurred in excess of the limit before the Service is reinstated.

BT Mobile Billing

- 4.6 If the Customer wishes to make international calls, use international roaming or premium rate services BT may ask the Customer to demonstrate a satisfactory billing history or to pay a deposit that may be used to offset the cost of these calls. If the Customer uses a SIM Card abroad the Customer will be charged for incoming calls.

International roaming calls may take longer to be billed.

Office 365 Billing

- 4.7 BT will raise an invoice in arrears for all charges incurred during each Billing Period.
- 4.8 All charges will be based on the number of Mailboxes at the end of each Billing Period, except when additional Mailboxes are added or ceased during the Billing Period.
- 4.9 Mailboxes which are added during the Billing Period will be charged on a pro rata basis until the end of that Billing Period when the Mailbox was added as set out in the Charges Schedule (where one is provided) or the Welcome Letter (where this contains charges) and/or the BT Price List.

Office 365 additional User SL licences provided by BT

- 4.10 Where the Customer's BT Business email service has been upgraded by BT to Office 365 and BT expressly agreed at the time of migration to provide the Customer with an additional User SL(s) on special terms for a period of 6 months because the Customer had more than one licence type, the charging arrangement set out in this paragraph will apply. BT will apply a monthly credit of £4.50 to the Customer's account for each additional User SL for a period of 6 months from the date of assignment of the User SL or the date of migration whichever is earlier. After the six month period the Customer will pay a rental charge of £4.50 per month for each additional User SL. Notwithstanding paragraph 1.16, the additional licences provided under this paragraph 4.10 are not subject to a Minimum Period or early termination charges.

5. ADDITIONAL CONDITIONS

Contractual Documents

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- 5.1 The definition of Contract set out in the Conditions is amended as follows:
- Contract means, in order of precedence:
- the order/registration form;
 - the Charges Schedule (where a Charges Schedule is provided) or the Welcome Letter (where this contains charges);
 - the BT Price List;
 - the Service Schedule;
 - the Conditions;
 - the Customer Requirements Form (if any); and
 - any other documents expressly incorporated by any of these documents or by agreement between the Customer and BT.
- Risk and Ownership**
- 5.2 Risk in equipment including Devices and SIM Cards supplied by BT under this Contract passes to the Customer at the time of delivery, but the Customer will not be liable for any loss or damage to the extent that it is caused by BT's negligence.
- 5.3 Title in Devices supplied without charge remains with BT. Until title passes, the Customer undertakes not to sell, lease, charge, assign by way of security or otherwise deal in or encumber in any way. Where the Customer pays for the Device, title in the Device passes to the Customer upon payment in full. Howsoever BT supplies the Device to the Customer, title in the Software shall not pass to the Customer under any circumstances.
- Limits of Liability**
- 5.4 The limit of liability under clause 7.2 of the Conditions is:
- (a) £1,000,000 for loss of or damage to physical property; and
 - (b) £250,000 for all other direct loss or damage arising from any one incident or series of connected incidents and £500,000 for all incidents in any period of 12 months.
- 5.5 In addition to clause 7 of the Conditions:
- (a) BT excludes all liability of any kind in respect of Customer Data or any other material that can be accessed or acquired using the Service;
 - (b) BT is not liable to the Customer either in contract, tort (including negligence) or otherwise for the acts or omissions of other providers of telecommunications or internet services (including domain name registration authorities) or for faults in or failures of their equipment;
 - (c) BT excludes liability for any advice or other services provided by any BT appointed IT subcontractor beyond that described within this Service Schedule. Any such advice or other services may be subject to a separate arrangement between the Customer and any BT appointed IT subcontractor and may incur additional charges;
 - (d) Microsoft, its Affiliates and suppliers will not be liable under this Contract for any damages, whether direct, indirect, or consequential, arising from the sale or use of Office 365.
- 5.6 The Customer will indemnify BT and its licensors against all claims and proceedings arising from (i) any aspect of the current or former employment relationship between the Customer and any of the Customer's

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current or former personnel or contractors or under any collective agreements, including, without limitation, claims for wrongful termination, breach of express or implied employment contracts, or payment of benefits or wages, unfair dismissal costs, or redundancy costs, or (2) any obligations or liabilities whatsoever arising under the Acquired Rights Directive (Council Directive 2001/23/EC, formerly Council Directive 77/187/EC as amended by Council Directive 98/50/EC) or any national laws or regulations implementing the same, or similar laws or regulations, (including the Transfer of Undertakings (Protection of Employment) Regulations 2006) including a claim from the Customer's current or former personnel or contractors (including a claim in connection with the termination of their employment by BT or its licensors following any transfer of their employment to BT or its licensors pursuant to such laws or regulations). BT and its licensors will provide reasonable assistance in defending any claim and the Customer will pay BT's and its licensors reasonable expenses for such assistance.

Liability for Breach

- 5.7 The Customer agrees that in addition to any liability to BT, the Customer will be legally responsible to Microsoft for any breach of this Contract by the Customer arising in connection with Office 365.

Resale

- 5.8 The Service, any BT Equipment and any Software are intended for the Customer's own use only. The Customer must not re-sell, transfer, assign or sub-licence the Service or any BT Equipment or Software to anyone else.

Effect of Cancellation and Termination

- 5.9 If BT Mobile is cancelled or terminated, BT VoIP and BT Signal Assist will automatically be cancelled or terminated and the charges referred to in paragraph 4.4 will apply.

- 5.10 If BT VoIP is cancelled or terminated BT Mobile will automatically be cancelled or terminated and the charges referred to in paragraph 4.4 will apply.

- 5.11 Where BT Mobile is cancelled or terminated in accordance with paragraphs 5.8 and 5.9, and:

(a) the Customer wishes to retain Office 365 and/or BT Openzone and BT agrees, Office 365 and/or BT Openzone will continue to be provided under the terms of this Contract; or

(b) the Customer does not wish to retain Office 365 or BT Openzone or BT does not agree to continue to supply Office 365 or BT Openzone to the Customer, this Contract will terminate and the charges referred to in paragraph 4.4 will apply.

- 5.12 Cancellation or termination of Office 365, BT Signal Assist or BT Openzone will not automatically cause BT Mobile and BT VoIP to be cancelled or terminated. If the Customer wishes to cancel or terminate BT Mobile and BT VoIP the Customer must expressly cancel or terminate BT Mobile and BT VoIP and the charges referred to in paragraph 4.4 will apply.

BT Mobile

Use of the Customer's information

- 5.13 If the Customer wishes to make international calls or use international roaming BT may need to provide the Customer's personal information to other companies that may be outside the EU. The Customer should be aware that outside the EU standards

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of protection for personal information might be lower than that provided by the Data Protection Act 1998.

When BT may bar or disconnect the Service

- 5.14 At BT's discretion BT may bar a SIM Card from making calls (other than to the emergency services) and disconnect it from the Network if:
- (a) the Customer is in breach of its obligations under clause 3 of the Conditions;
 - (b) a SIM Card or Device is lost or stolen; or
 - (c) if BT has reasonable cause to suspect fraudulent use of a SIM Card or Device.
- 5.15 The Customer must pay an unbaring charge and, if applicable, a re-connection charge if BT Mobile is temporarily barred and/or a SIM Card is disconnected for the reasons stated in paragraph 5.13. If BT has barred or disconnected BT Mobile, BT will not re-provide it unless the Customer satisfies BT that it will comply with the terms of this Contract. BT may require the Customer to authorise a direct debit authority for the payment of such charges.
- 5.16 If BT bars or disconnects a SIM Card because the Customer breaks this Contract, this Contract will still continue. The Customer must pay all charges until this Contract is ended by notice under clause 6 of the Conditions.

Additional Conditions applicable to Office 365

Notices

- 5.17 Any notices to be served by BT in accordance with clause 9.9 of the Conditions in connection with Office 365 will be sent to the Admin User at the email address as notified by the Customer to BT from time to time.

Software

- 5.18 BT may offer updates or modifications to the Software. Any applicable charges for such updates or modifications will be notified to the Customer at the time BT offers such updates or modifications.
- 5.19 The Customer will sign any agreement reasonably required by the owner of the copyright in the Software to protect the owner's interest in that Software. BT and its licensors may update the licence terms from time to time.
- 5.20 BT and its licensors may update or supplement the Software. If so, the Customer may use that update or supplement with the Software. If other terms come with an update or supplement, those terms apply to the Customer's use of it.
- 5.21 BT and its licensors may modify the functionality or features or release a new version of the Software from time to time. After an update, some functionality or features may not be available. If the Software is updated but this is not used by the Customer, some features may not be available and use of the Software may be interrupted.
- 5.22 From time to time, BT and its licensors may check the Customer's version of the Software and recommend or download updates to the Customer's devices. The update may be downloaded without notice.
- 5.23 The Customer may install and use the Software on the Customer's devices only for use with the Service. The Customer's right to use the Software ends when the Customer's right to use the Software terminates or expires, or when the Software is updated and it no longer supports the Software, whichever comes first. The Customer must uninstall the Software when the Customer's right to use it ends. BT and its licensors may also disable it at that time.

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- 5.24 The Customer must not access or use the Service after the Customer's licence terminates or expires.
- 5.25 Rights to access the Software on any device do not give the Customer any right to implement Microsoft patents or other Microsoft intellectual property in Software or devices that access that device.
- 5.26 The Customer may not reassign User SLs on a short-term basis (within 90 days of the last assignment) except on a short-term basis, to cover a User's absence. Reassignment of User SLs for any other purpose or timeframe must be permanent. If a User SL is reassigned, the Customer must remove the software or block access from the former User's device.
- Use of Other Web Sites and Services**
- 5.27 The Customer may need to use certain Microsoft or authorised third party web sites and services to access and use the Service. The Customer may also choose to use certain Microsoft applications. The terms of use that come with those sites, applications, and services apply to the Customer's use of them.
- Additional Functionality**
- 5.28 BT and its licensors may provide additional functionality for the products. Other license terms and fees may apply.
- Domain Names**
- 5.29 The Customer warrants that it is the owner of or that it is duly authorised by the owner of, or is otherwise lawfully entitled to use any trademark or name that it wishes to use as its Domain Name.
- 5.30 BT reserves the right to require the Customer to select a replacement Domain Name and may either refuse to provide or may suspend the Service if, in BT's opinion, there are reasonable grounds for BT to believe that the Domain Name is, or is likely to be:
- (a) offensive, abusive, defamatory or obscene;
 - (b) in breach of the provisions of clause 3 of the Conditions; or
 - (c) in breach of paragraph 5.29.
- Indemnity**
- 5.31 Except as may be otherwise specifically provided in the Contract, the obligations and responsibilities of BT and its licensor are solely to the Customer and not to any third party, including Users. The Customer will keep harmless and will indemnify BT and its licensors, against any liabilities or costs arising from any and all claims by any third party, including Users, in connection with the use and/or misuse of the Service.
- Suspension of Service**
- 5.32 BT and its licensors may suspend the Service without notice:
- (a) if BT and/or its licensors believes that the Customer's use of the Service represents a direct or indirect threat to BT or its licensor's network function or integrity or anyone else's use of the Service;
 - (b) if reasonably necessary to prevent unauthorised access to Customer Data;
 - (c) to the extent necessary to comply with legal requirements;
 - (d) if BT and /or its licensors believes the Customer has breached the Customer's licence or the Contract; or

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- (e) if the Customer's use exceeds any quotas specified for the Service.
- Data**
- 5.33 The Customer may be able to submit Customer Data for use in connection with the Service. Except for the rights granted by the Customer for use of the Service, and software or services licensed to the Customer by BT or its licensors, neither BT nor its licensors claim ownership of Customer Data submitted for use with the Service. By submitting Customer Data for use with a Service that enables communication or collaboration with third parties, the Customer acknowledges that those third parties may then be able to:
- (a) use, copy, distribute, display, publish, and modify the Customer Data;
- (b) publish the Customer's name in connection with the Customer Information; and
- (c) grant these permissions to other persons.
- 5.34 The Customer agrees to secure rights in the Customer Data necessary for BT or its licensors (or both) to provide the Customer with the Service without breaching the rights of any third party.
- 5.35 Unless otherwise stated in the Contract, the Customer Data will be used only in the provision of the Service. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Service and the improvement of features that involve the detection of, and protection against, emerging and evolving threats (such as malware or spam).
- 5.36 Customer Data will not be disclosed to a third party (including law enforcement, other government entity, or civil litigant; excluding BT's licensors and subcontractors) unless otherwise agreed or required by law.
- 5.37 Should a third party contact Microsoft with a demand for Customer Data, Microsoft will attempt to redirect the third party to request it directly from the Customer. As part of that, Microsoft may provide basic Customer contact information to the third party. If compelled to disclose Customer Data to a third party, Microsoft will use commercially reasonable efforts to notify the Customer in advance of a disclosure unless legally prohibited.
- Processing of data**
- 5.38 The Customer agrees to obtain sufficient authorisation from persons providing personal data to the Customer, to:
- (a) transfer that data to Microsoft and its agents; and
- (b) permit its transfer, storage and processing.
- 5.39 The Customer consents to the transfer, storage, and processing of Customer Data (including personal data collected through the Service) outside the UK including but not limited to the United States. This includes any personal data the Customer collects using the Service.
- The Microsoft privacy statement relating to the collection and use of data is available here: <http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409>
- The BT Privacy Policy is available here: <http://www.bt.com/>
- Security of data**
- 5.40 BT and its licensors will implement reasonable and appropriate technical and organisational measures, as described in the security overview applicable to the Service, to help secure Customer Data processed or accessed by the Service against accidental or unlawful loss, access, or disclosure. The Customer agrees that

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these measures are BT and its licensors only responsibility with respect to the security and handling of Customer Data.

Further information is available at:
<http://go.microsoft.com/fwlink/?LinkID=212058&clid=0x409>

Deletion of Customer Data

- 5.41 The Customer agrees that, other than as described in these terms, BT and its licensor have no obligation to continue to hold, export or return the Customer's Data. The Customer agrees that neither BT nor its licensors have any liability whatsoever for deletion of Customer Data pursuant to these terms.

Termination

- 5.42 Clause 6.2 of the Conditions is amended as follows:

The Contract or the Service may be ended by:

- (a) BT on giving a minimum of 28 days' written notice; or
 - (b) by the Customer on giving a minimum of 30 days' written notice in advance to terminate on the same day of the month that the Customer was first supplied with the Service.
- 5.43 On termination of the Contract or Service, the Customer must stop using and/or accessing the Software. BT will delete the account(s) (including the Mailbox(es)) and any data in the account(s).

Service Reviews

- 5.44 The Customer agrees to be contacted by BT and / or Microsoft and to participate in telephone interviews and complete any questionnaires or other documents in connection with provision of the Service.

- 5.45 **Service specific terms**

Additional Service specific terms and conditions are included in the Appendix to this Schedule which forms part of the Contract.

6. DEFINITIONS

In this Service Schedule the following terms have the meanings shown next to them:

6.1 General

Account	the Customer's account that covers this Contract. The Account also may cover other contracts between the Customer and BT
BT Customer Services	the telephone or email or online support point provided by BT to which the Customer can report faults and seek assistance with the Service. Details are contained in the welcome letter or as otherwise advised by BT
BT Price List	the document containing a list of BT's charges and terms that apply to the Service and which can be seen at http://www.bt.com/pricing (or any other on-line address(es) that BT may advise the Customer).
Charges Schedule	the schedule to these Conditions that sets out the charges, including the Tariff(s), applicable to the Service
Device	any mobile handset or related accessories or device for boosting the GSM network signal provided by BT under this Contract excluding SIM Cards
GPRS	General Packet Radio Service technology for GSM networks
GSM	Global System for Mobile communications digital telephony network
Tariff	a pricing plan and associated terms and

Service Schedule for BT Office Anywhere

	conditions set out in the Charges Schedule. A Tariff applies to the Service and may also cover some other services. A Tariff applies to an Account
Welcome Letter	a letter sent to the Customer with the Device welcoming the Customer to the Service and that may set out the charges for the Service
WiFi	wireless broadband access at public locations

6.2 BT Mobile

GSM Gateway	a single point of access to the Network from another network using SIM Cards provided by BT
MMS	Multi Media Messaging Service
Network	The mobile telecommunications systems over which BT Mobile is provided
SIM Card	a subscriber identity module card that BT provides as part of BT Mobile
SMS	Short Messaging Service

6.3 VoIP

BT Site	each physical location of the radio access points offering BT Openzone
VoIP	Voice over Internet Protocol and is the transmission of voice traffic over a wide area network or the internet using the IP signalling standard
WiFi Hotspot	a public or private wireless local area network that uses high frequency radio signals to transmit and receive data and to which the Customer has arranged access. It includes a BT Site

6.4 Office 365

Admin User	a User authorised by the Customer to be a contact point, and to manage configurable aspects of the Service including but not limited to management of Mailboxes
Affiliate	means any legal entity that owns, is owned by, or that is under common ownership with Microsoft. Ownership means control of more than a 50% interest.
Billing Period	consecutive periods of three months beginning on the Service Start Date for Office 365
Customer Data	means all data, including all text, sound, or image files and software that are provided to BT or its licensors (or both) by, or on behalf of the Customer through the Customer's use of the Service.
Domain Name	a name registered with an internet registration authority for use as part of the Customer's email address
Mailbox	the Users email account as provisioned by BT which will provide a User with the features associated with the Service
Microsoft	Means the Microsoft Corporation
Self Care	the web-based systems tool that is made available to the Admin User for the day to day running of the Service, and other Users to change passwords, as further detailed at www.btbrobandoffice.com
User	means a User who has been assigned a User SL by the Customer.
User SL	means a licence acquired by the Customer for a User who accesses the Service.

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6.5 BT Openzone

BT Network	BT's communications network used to provide the Service from the BT Site to the internet or, if applicable, the Customer Network
BT Openzone Web Page	www.bt.com/openzone or such other URL as BT may from time to time advise
Customer Network	the Customer's communications network including its LAN and any intranet services
LAN	local area network
Roaming	use of BT Openzone where access is provided via an alternative wireless data service and where BT has an agreement with the alternative wireless data service provider for such access. Charges for Roaming will be charged separately at the prevailing rates



Appendix to Service Schedule for BT Office Anywhere

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO MICROSOFT® OFFICE 365 SMALL BUSINESS OFFERED BY BT

1. Bing Maps

The Software includes use of Bing Maps. Any content provided through Bing Maps, including geocodes, can only be used within the product through which the content is provided. The Customer's use of Bing Maps is governed by the Bing Maps End User Terms of Use available at <http://go.microsoft.com/?linkid=9710837> and the Bing Maps Privacy Statement available at <http://go.microsoft.com/fwlink/?LinkID=248686>.

2. Notice of Automatic Updates to Previous Versions of SQL Server

If the Software is installed on servers or devices running any supported editions of SQL Server prior to SQL Server 2012 (or components of any of them) this Software will automatically update and replace certain files or features within those editions with files from this Software. This feature cannot be switched off. Removal of these files may cause errors and the original files may not be recoverable. By installing this Software on a server or device that is running such editions the Customer consents to these updates in all such editions and copies of SQL Server (including components of any of them) running on that server or device.

3. Data Transfer

3.1 The product contains one or more Software features that connect to Microsoft or service provider computer systems over the Internet. These features are identified in the Data Transfer Notices document at <http://microsoft.com/licensing/contracts>. Microsoft provides services with products through these features. A feature may connect automatically and without notice being given.

3.2 The features use Internet protocols, which send to the appropriate systems

computer information, such as the Customer's Internet protocol address, the type of operating system, browser and name and version of the Software being used by the Customer, and the language code of the device where the Customer installed the Software.

3.3 Microsoft does not use the information to identify or contact the Customer. Microsoft uses this information to make services available to the Customer when the Customer is using the Software. Microsoft may use the computer information, accelerator information, search suggestions information, error reports, Malware reports and URL filtering reports to improve Microsoft software and services. Microsoft may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

Consent for Data Transfer

3.4 By using these Software features, the Customer consents to the transmission of computer information, such as the Customer's Internet protocol address, the type of operating system, browser and name and version of the Software the Customer is using, and the language code of the device where the Customer runs the Software.

4. H.264/AVC Visual Standard, the VC-1 Video Standard, the MPEG-4 Visual Standard and the MPEG-2 Video Standard

This Software may include H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2 visual compression technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 VISUAL, AND MPEG-2 VIDEO PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE

Appendix to Service Schedule for BT Office Anywhere

("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, VC-1, MPEG-4 PART 2 OR MPEG 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ANY USE OF THIS PRODUCT OTHER THAN PERSONAL USE THAT COMPLIES WITH THE MPEG-2 STANDARD FOR ENCODING VIDEO INFORMATION FOR PACKAGED MEDIA IS PROHIBITED WITHOUT A LICENSE FROM MPEG LA. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE <http://www.mpegla.com/index1.cfm>.

For clarification purposes, this notice does not limit or inhibit the use of the Software for normal business uses that are personal to that business which do not include (i) redistribution of the Software to third parties, or (ii) creation of content with the VIDEO STANDARDS compliant technologies for distribution to third parties.

5. POTENTIALLY UNWANTED SOFTWARE

- 5.1 If turned on, Windows Defender will search the Customer's computer for "spyware," "adware" and other potentially unwanted software. If it finds potentially unwanted software, the Software will ask if the Customer wants to ignore, disable (quarantine) or remove it. Any potentially unwanted software rated "high" or "severe" will automatically be removed after scanning unless the Customer changes the default setting. Removing or disabling potentially unwanted software may result in other software on the Customer's computer ceasing to work or the Customer breaching a licence to use other software on the computer.

By using this Software, it is possible that the Customer will also remove or

disable software that is not potentially unwanted software.

- 5.2 The Software will search the Customer's computer for low to medium severity Malware, including but not limited to, spyware, and other potentially unwanted software ("Potentially Unwanted Software"). The Software will only remove or disable low to medium severity Potentially Unwanted Software if the Customer agrees. Removing or disabling this Potentially Unwanted Software may cause other software on the Customer's computer to stop working, and it may cause the Customer to breach a licence to use other software on the Customer's computer, if the other software installed this Potentially Unwanted Software on the Customer's computer as a condition of the Customer's use of the other software. The Customer should read the licence agreements for other software before authorising the removal of this Potentially Unwanted Software.

By using the Software, it is possible that the Customer or the system will also remove or disable software that is not Potentially Unwanted Software.

6. RECORDING NOTICE

The laws of some jurisdictions require notice to or the consent of individuals prior to intercepting, monitoring and/or recording their communications and/or restrict collection, storage, and use of personally identifiable information. The Customer agrees to comply with all applicable laws and to obtain all necessary consents and make all necessary disclosures before using the Service and/or the recording feature(s).