

Service Schedule for BT Business Hosted VOIP (Enhanced) Service

1. SERVICE DESCRIPTION

List with effect from the end of the Minimum Period.

Service Overview

1.1 The Service provides the facility to make or receive a Call (or both) using a suitably enabled broadband line in the United Kingdom and any related services or features listed in the Hosted VOIP User Guide, and / or the BT Price List that BT agrees to provide to the Customer under the Contract.

1.2 The BT Office Communicator software application is included within the tariff as an optional download. Details of the technical specification including limitations are available at <http://business.bt.com/broadband-and-internet/internet-communication/office-communicator/>

Service Start Date

1.3 BT will try to provide the Service at the Site by the date agreed with the Customer. If the Customer later moves from the Site and BT is able to provide the Service at the Customer's new address, then the Contract with BT will continue.

Minimum Period

1.4 The Service will have a Minimum Period of 12 months, unless the Customer has selected a Minimum Period of 24 months at the point of ordering.

1.5 Upon expiry of the first Minimum Period, the Contract will continue for further Minimum Period(s) of equal length to the original Minimum Period until terminated by either party in accordance with the provisions of the Contract, unless during the last month of a Minimum Period or the first month since the end of a Minimum Period the Customer notifies BT that it:

(a) does not want the Contract to continue for further Minimum Period(s). Following such notification:

(i) the Contract will continue until terminated by either party in accordance with the Conditions; and

(ii) BT will make any adjustment necessary to the Charges in accordance with the BT Price

(b) wants, in the case of a Contract with a Minimum Period of 12 months, to migrate to a 24 month Minimum Period. Following such notification:

(i) the Contract will continue for further Minimum Period(s) of 24 months until terminated by either party, unless the Customer notifies BT in accordance with paragraph 1.4 (a) above; and

(ii) BT will make any adjustment necessary to the Charges in accordance with the BT Price List with effect from the end of the Minimum Period.

Music on Hold

1.6 The Music on Hold feature provides a continuous broadcast of music to callers in a queue or on call hold and is detailed in the User Guide.

1.7 Notwithstanding clause 3.9 (b) of the Conditions, the Customer may use Content provided by BT for Music on Hold.

1.8 Where the Customer provides Content for use in connection with Music on Hold, the Customer warrants that the Customer has obtained in writing all necessary rights, clearances and permissions to allow BT to provide Music on Hold using the Content including but not limited to any associated copying, storage, streaming or playing of the Content.

1.9 Where either BT or the Customer provides Content for use in connection with Music on Hold, it is the Customer's responsibility to obtain any necessary licences from the Performing Right Society (PRS), Mechanical Copyright Protection Society (MCPS), Phonographic Performance Limited (PPL) or any other copyright holder and pay any royalties or other charges to use any Content for Music on Hold.

1.10 If the Customer provided Content is the subject of a claim of infringement of any Intellectual Property Rights or breach of any licensing requirement or if BT reasonably believes that the Customer provided Content is likely to

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become the subject of such a claim, BT reserves the right without notice to delete the Customer provided Content and /or:

- (a) replace it with non-infringing Content; or
- (b) disable the Music on Hold feature.

1.11 The Customer will indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a third party arising from any breach of paragraphs 1.8 or 1.9 above. BT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

2. SERVICE LEVELS

Fault Repair

- 2.1 BT will use all reasonable endeavours to correct any reported faults as soon as reasonably practicable.
- 2.2 In accordance with clause 2.9 of the Conditions, BT's normal hours of work are 8.00am to 6.00pm on Working Days.

3. RESPONSIBILITIES OF THE CUSTOMER AND BT

General

- 3.1 In order for BT to provide the Service, the Customer will need:-
 - (a) a suitably enabled BT Business Broadband connection;
 - (b) a Broadband Voice Telephone Adapter; and / or
 - (c) the Customer Equipment set out in the User Guide.

The Customer will need to install the Customer Equipment and, where required, download BT Office Communicator. The Customer agrees to follow any reasonable instructions, including any installation or security instructions that BT may give about the Service.

3.2 BT aims to provide a continuous Service to the Customer, but the Service may impair, or be impaired by, the uploading or downloading of data and / or the making or receiving of

simultaneous Calls using the same broadband enabled connection, or by other circumstances beyond its reasonable control.

3.3 The Customer may only access the Service through the Software and must not attempt to circumvent any security measures.

3.4 If the Customer wishes to connect Customer Equipment to BT's network other than as set out in the User Guide, the Customer must get BT's permission.

3.5 Any Customer Equipment must be connected and used in line with any relevant instructions, standards or laws.

3.6 The Customer accepts that nobody must advertise the phone number for the Service in or on a BT phone box without BT's consent. If this happens, BT may suspend the Service or end this Contract, but BT will write to the Customer before taking this action.

3.7 If any Customer Equipment is lost, stolen or likely to be used in an unauthorised manner the Customer will be responsible for any charges incurred until the Customer has informed BT.

3.8 BT may update the Software during the Contract. The Customer agrees to download the updated Software in accordance with BT's instructions, as soon as BT informs the Customer to do so. Failure to do so may impair the Customer's ability to use the Service. The terms and conditions of this Contract will apply to any updated Software.

3.9 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.

4. CHARGES

General

4.1 The Customer must pay the charges for the Service which are set out in the BT Price List (or as otherwise agreed).

4.2 Payment is due within 28 days of the date of BT's bill or, if payment is made by direct debit or monthly payment plan, by the due date specified on BT's bill.

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4.3 Unless otherwise agreed by the Customer, payment will not be made by direct debit or monthly payment plan.

4.4 The payment processing fee (if applicable) is specified in the BT Price List.

4.5 Clause 4.10 of the Conditions will not apply to this Service.

Cancellation Charges

4.6 The cancellation charge referred to in clause 6.1 of the Conditions will be equal to the costs that BT has incurred in respect of any work done or money spent in getting ready to provide the Service. BT will take reasonable steps to limit the amount of its costs.

Early Termination Charges

4.7 The termination charge referred to in clause 6.5 of the Conditions will be as set out in the BT Price List.

4.8 The termination charge referred to in Clause 6.5 of the Conditions will not apply in the event that the Customer gives BT notice to terminate the Contract during the last month of a Minimum Period or up to one month following the end of a Minimum Period.

5. ADDITIONAL CONDITIONS

Emergency Calls

IMPORTANT

5.1 The ability to make 999 or 112 emergency calls cannot be guaranteed. If the Customer uses the Service to make emergency calls, the location information received by the emergency services will be limited to the address of the Site, which may not be the location from which the call originated. Emergency calls may fail if there is a power failure or broadband connection failure. Wherever possible alternative arrangements should be made and a primary telephone line maintained.

It will not be possible to make 999 or 112 emergency calls if BT has suspended or interrupted the Service for any reason.

Power or Broadband Failure

5.2 The Service will not work in the event of a power failure or a broadband connection failure.

Fair Use Policy

5.3 The Customer must use the Service in accordance with the Fair Use Policy. If the Customer does not do so, BT may take the action set out in the Fair Use Policy.

Limits of Liability

5.4 The limit of liability under clause 7.2 of the Conditions will be:-

- (i) £1,000,000 for loss of or damage to physical property; and
- (ii) £250,000 for all other direct loss or damage arising from any one incident or series of connected incidents in any period of 12 months.

Resale

5.5 The Service and any associated software is provided solely for the Customer's own use and the Customer will not resell or attempt to resell the Service (or any part or facility of it) to anyone else.

Use of the Service

5.6 Nobody must use the Service in a way that does not comply with any instructions BT has given to the Customer.

Automatic termination of Contract

5.7 This Contract will automatically end if the Customer's contract for BT Business Broadband used with the Service is terminated. Early termination charges will be payable if this results in the Service being terminated during the Minimum Period unless the contract for BT Business Broadband is terminated for the reasons set out in clause 6.5 (a) to (d) of the Conditions for BT Business Services associated with that contract.

End the Contract

5.8 Clause 6.2 of the Conditions is replaced with the following:

The Contract or the Service can be ended by either party on 30 days written notice to the other.

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6. DEFINITIONS

In this Service Schedule the following term, in addition to those stated in clause 10 of the Conditions, has the meaning shown next to it:-

BT Office Communicator	the software application that enables a Call to be made and received through a PC via the Internet and is more fully described at http://business.bt.com/broadband-and-internet/internet-communication/office-communicator/
BT Price List	the document containing a list of BT's charges and terms which can be seen at: http://www.bt.com/pricing (or any other on-line address that BT may advise the Customer) and which forms part of the Contract.
Call	a signal, message or communication that is silent, spoken or visual.
Fair Use Policy	BT's fair use policy set out in the BT Price List.
Hosted VOIP User Guide	the document detailing how the hosted VOIP part of the Service may be used, which can be seen at http://btbusiness.custhelp.com/app/answers/detail/a_id/9309/c/4/26,2348,1094,1098
Service	the Hosted VoIP service detailed in this Schedule.