



1. Defined Terms

In addition to the defined terms in the PSA, capitalised terms in this Schedule will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the PSA, these defined terms will take precedence for the purposes of this Schedule):

“Account” means the identifier BT assigns the Customer, under which Services from BT are assigned and against which all payments are requested.

“Account Password” means the numeric code that will need to be entered by Chairperson and Participant in order to gain access to a BT MeetMe conference.

“BT Help Desk” means the BT support desk that provides reservation assistance as well as general User inquiry assistance for BT MeetMe issues.

“BT MeetMe” means the on-demand audio conferencing service provided.

“Chairperson” means the Participant who is running or managing the audio conference.

“Conference Co-ordinator” means the individual who will assist during the conference.

“EULA” means End User Licence Agreement.

“Global Access” means Participants dial into the audio conference call, regardless of their location, through a standard local or toll-free number.

“LAN” means Local Area Network.

“Named Host” means the Account referred to in Clause 2 for the video feature.

“On-Net VPN” means a method of accessing BT Conferencing services using one of the voice capable VPN services available from BT.

“Participant” means a person taking part in an audio conference.

“Service” means the BT MeetMe service as set out in Clause 2 and ordered by the Customer with additional features and/or components.

“Service Standard Components” means those components set out at <http://www.btconferencing.com/downloads-library/datasheets/en-gb/bt-meetme-global-access-datasheet.pdf>

“Toll” means that a Participant is responsible to pay his access charge to access the conference.

“Toll-free” means that the Customer pays the access line for the Participant.

“URL” means Uniform Resource Locator.

2. Service Summary

BT MeetMe and Global Access is an audio conferencing service as described at <http://www.btconferencing.com/downloads-library/datasheets/en-gb/bt-meetme-global-access-datasheet.pdf> and is available for up to 125 simultaneous connections provided from three regional locations:

- (a) BT’s US conference bridges will provide the Service to Customer’s Chairpersons located in North America, Latin America and the Caribbean;
- (b) BT’s UK conference bridges will provide Service to Customer’s Chairpersons located in EMEA, and
- (c) BT’s Asia Pacific conference bridges will provide Service to Customer’s Chairpersons located in Asia Pacific.

Customer’s Users who wish to become Chairpersons will register for a User Account.

Once registered for a User Account, a list of available international access telephone numbers will be sent and the User will be given two unique passcodes to be used by the Chairperson and Participants.



2.1 Service Standard Components

The Service Standard Components which are automatically available to the Customer as part of the Service will incur no additional Charges above the established per minute rate as set out in the Order. These features can be accessed via Dual Tone Multi-Frequency (DTMF) controls or through the BT MeetMe Desktop Controller and Mobile Controller access.

2.2 Additional Chargeable Features

There are further Service Standard Components available which will incur additional Charges.

All additional Service Standard Components subject to Charges will be activated via the User Account. The additional Charges for these Service Standard Components are separately set out in the Order.

2.2.1 Desktop Controller

Desktop Controller is a web based interface that allows the Chairperson to view and control his BT MeetMe conference call online in real time.

The Chairperson may, in its sole discretion, enter Desktop Controller in a number of different ways:

- (a) Entry via a URL.
- (b) Entry via Outlook add-in. The Chairperson will download and install Outlook Add-In first, subject to the terms and conditions of the EULA presented upon installation.
- (c) Entry via call start alert.

Additional Features of Desktop Controller:

These features will incur an additional Charge as set out in the Order:

- (a) BT MeetMe recording.
- (b) Dial-out and International access (DDI and ITFN).

2.2.2 BT MeetMe video

BT MeetMe video is a feature of the BT MeetMe service that enables the Customer to incorporate video rooms or video-enabled laptops, tablets, smartphones and Instant Messenger (IM) clients in their on-demand conferences; either in conjunction with audio-only participants or with solely video-only participants. The list of the standard features is available via:

<http://www.btconferencing.com/downloads-library/datasheets/en/bt-meetme-video-technical-feature-description.pdf>

The video feature includes software licensed by BT who require the Customer to accept and keep to terms of use under an EULA, the latest version of which is available from BT upon request.

If this feature is selected on the Order it will enable Users within the Customers organisation to chair a BTMeetMe video call. The User will be able to use the same chair and Participant pins for all of their MeetMe calls regardless of whether the User joins the call using an audio device or video device.

3. Access

3.1 The Service may be accessed from a User provided touch-tone dialling phone plus either a Toll or Toll-free access number provided by BT, or by the Chairperson dialling out to Participants from within the conference call.

3.2 The Customer acknowledges that mobile access to Toll-free services may be limited or barred in some countries. The Customer will be responsible for checking the global access list of numbers provided to them by BT. This is subject to change without notice and is outside the control of BT.

3.3 BT will provide the Customer with the following access types:

- (a) Desktop Controller access
- (b) Outlook add-in access
- (c) Mobile controller access
- (d) Toll in-bound access
- (e) Domestic and international Toll-free inbound access
- (f) International direct dial inbound access
- (g) Dial out access



- (h) IP private circuit access
 - (i) On-Net Direct access. This service will be subject to additional terms and conditions contained in a separate Schedule.
 - (j) On-Net VPN access. On-Net VPN access can provide access through one of the following BT services: BT One Voice, One Cloud Cisco or IP Connect. These services will be subject to additional terms and conditions contained in separate Schedules.
- 3.4 BT may change the system requirements Users will need to provide for accessing the Service, but will give as much notice as possible before doing so.
- 3.5 If the Customer accesses the Service or part of the Service via a Local Area Network the Customer acknowledges that BT will not provide any support, whether technical or otherwise, for the Customer's LAN.
- 3.6 Where BT makes IP addresses or phone numbers available to the Customer, the Customer will only use them in connection with the Service. All rights in those IP addresses and phone numbers belong to BT. The Customer will not sell them or agree to transfer them to anyone else. If this Schedule is terminated for any reason the IP addresses and phone numbers will not be used by the Customer anymore.

4. Registration

- 4.1 Users will be asked to provide billing and contact information. BT will then email the User a welcome letter and Account details within 24 hours.
- (a) BT will set up an Account enabling the Customer to use the Service.
 - (b) This Account serves for billing the Charges incurred and will allow the Customer to set up individual User Accounts for its employees.
 - (c) BT will notify the Customer of the Account number.
 - (d) After receiving the Account number, the Customer may set up individual User Accounts for its employees.
 - (e) Each individual User will have to register at the website: <http://www.btconferencing.com/emea/en/account/>.
 - (f) After successful registration, BT will send each User a welcome email containing the Chairperson PIN and Participant PIN allocated. In addition, the User will be notified of the Toll-free number and, subject to availability, the local dial-in number of the User's country. The complete list of all available dial - in numbers may be retrieved at any time at: <http://www.btconferencing.com/emea/de/globalaccess/>.
- 4.2 The Customer acknowledges that BT may in its sole discretion deactivate individual User Accounts if these Accounts have not been used for a consecutive period of six months. BT will notify the Customer of this deactivation 30 days in advance.

5. BT Help Desk

BT will provide a 24-hour BT Help Desk to support the Service. The BT Help Desk is located at a BT operations centre. Users may access the BT Help Desk either by keying *0 during a conference call or calling the BT Help Desk directly. The BT Help Desk will assist with the following:

- (a) Account set-up and changes
- (b) Conference call quality issues
- (c) Conference call reservations
- (d) Technical queries.

6. Customer Obligations

- 6.1 The Service is provided by BT solely for the Customer's own use and the Customer will not resell, sub-licence or otherwise distribute the Service, or use the Service under a contract with a reseller or agent of BT or other third party.
- 6.2 The Customer and its Users are solely responsible for all Content used in connection with the Service.



- 6.3 The Customer will be responsible for the security and proper use of all User-IDs used in connection with the Service and will take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.
- 6.4 The Customer will immediately inform BT if there is any reason to believe that a User-ID has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.
- 6.5 The Customer will not change or attempt to change a User-ID. If the Customer forgets or loses a User-ID the Customer will contact BT and satisfy such security checks BT operates.
- 6.6 BT may, in its sole discretion, suspend User ID access to the Service if at any time BT considers that there is or is likely to be a breach of security. BT may also, in its sole discretion, require the Customer to change any or all of the pass codes used by the Customer in connection with the Service.
- 6.7 The Customer will immediately inform BT of any changes to the information the Customer supplied when registering for the Service.
- 6.8 The Customer will only access the Service in the manner set out in this Schedule (or otherwise agreed with BT) and will not attempt at any time to circumvent system security or access the source Software or compiled code.
- 6.9 The Customer is responsible and liable for the acts and omissions of all Users in connection with the Service and is liable for any failure by any Users to perform or observe any instructions issued by BT or any other public telecommunications operator or other competent authority, in any country where the Service is provided. In particular, the Service will not be used:
- (a) in any way that does not comply with the terms of any legislation or any license applicable to the Customer or that is in any way fraudulent or unlawful;
 - (b) in any way that does not comply with any instructions given by BT or any other public telecommunications Conference Coordinator or other competent authority, in any country where the Service is provided;
 - (c) to send, knowingly receive, upload, download, use or re-use any information or material which is abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights; or
 - (d) to send or provide unsolicited advertising or promotional material, or knowingly to receive responses to any unsolicited advertising or promotional material sent or provided using the Service by any third party.

- 6.10 Where call back, call me and dial out features of the Service are prohibited under local legislation and regulation these features will not be available to Participants. Local country legislation and regulation may change at any time.

The following countries prohibit call-back or call me services: 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., 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, Ireland, 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, Chad, Thailand, Tonga, Tunisia, Turkey, Tuvalu, Ukraine, Vanuatu, Venezuela, Vietnam, Wallis & Futuna, Yemen, Zambia, Zimbabwe.

- 6.11 If the Customer or anyone else, with or without the Customer's knowledge or approval, uses the Service in contravention of the Agreement or uses the bridge or server capacity or any Software made available to it in any way which, in BT's opinion, is, or is likely to be, detrimental to the provision of the Service to the Customer or any other customer and fails to take corrective action within a reasonable period of receiving notice from BT to do so, BT may treat the contravention as a material breach of the Agreement and may terminate the Service in accordance with the terms of the Agreement.
- 6.12 The Customer will indemnify BT against any claims or legal proceedings which are brought or threatened against BT by a third party because the Service is used in breach of Clauses 6.8, 6.9 and 6.10. 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 and have due regard to the Customer's representations.

6.13 Third Party End User License Agreements

The Service includes Software licensed by third parties who require the Customer to accept their terms of use under a EULA presented on download and the Customer will keep to those terms. This includes the Outlook Add-In with the Desktop Controller



presented upon installation. The last version of this EULA can be found on: <http://www.btconferencing.co.uk/outlook-add-in/terms-and-conditions/>. BT has no liability regarding such third party Software which is subject to such EULA(s).

6.14 The Customer acknowledges that the Service does not support access to emergency services, and the Customer will ensure that its registered Users have other means of accessing the emergency services.

6.15 The Customer will ensure that its Users are provided with video capable devices if they select to access the BT MeetMe video feature.

7. Minimum Period Of Service And Ordering

7.1 This Schedule will continue in full force and effect until terminated by either Party in accordance with the Agreement.

7.2 Orders for the Service are subject to written confirmation of acceptance by BT. The terms and conditions of this Schedule and the Agreement will apply to the Service regardless of any additional or conflicting terms on any Order or other correspondence submitted by the Customer to BT., Any such additional or conflicting terms are deemed rejected by BT.

7.3 Unless otherwise agreed in the Order, the Minimum Period of Service is 12 months. The Minimum Period of Service starts on the day when BT sends the Customer its Account details (Operational Service Date). Following expiration of the Minimum Period of Service, the Service will automatically continue unless terminated in accordance with the Agreement.

8. Invoicing

8.1 Invoicing will be in accordance with the Agreement.

8.2 The Charges for the Service will comprise some or all of the following components, depending upon the specific Order placed by the Customer.

| <u>Component</u> | <u>Option</u> | <u>Charge</u> | <u>Payment Terms</u> |
|-------------------------|--|---|----------------------------|
| BT MeetMe | | | |
| Audio Conference Bridge | | Per minute | Monthly in arrears |
| Video Conference Bridge | Optional | Per minute, per screen,(the number of minutes generated across the Customer's organisation is totalled and multiplied by the minute rate agreed with the Customer). Or Per Named Host (the Customer commits to pay for a specific number of Users at a single flat rate per User and per Account. The Customer will pay the greater of the actual number of Users or the committed number of Users in a given month). | Monthly in arrears |
| Conference Bridge | | Per minute | Usage - Monthly in arrears |
| Recording | Optional | Per conference | Usage - Monthly in arrears |
| Calls | Participant Dial-in access Chairperson Dial-out | Dial in/out Charge per line per minute in addition to bridge | Usage – Monthly in arrears |
| On-Net Direct | | | |

| | Optional | Per minute | Usage – Monthly in arrears |
|------------------------------|----------|---|----------------------------|
| Global Access | | | |
| In country access number | - | Per Participant per minute in addition to bridge Charges | Usage – Monthly in arrears |
| Toll-free access number | - | Per Participant per minute in addition to bridge Charges | Usage – Monthly in arrears |
| Chairperson dial out Charges | - | Dial out Charge per line per minute in addition to bridge Charges | Usage – Monthly in arrears |

8.3 The Chairperson will ensure that a call is ended in accordance with the feature command instructions. If no call activity is registered for a period of three hours a notification will be announced informing the Participants that the call can be extended by the Chairperson and if no response is received BT will terminate the call.

8.4 The Customer will pay for any minimum volume commitment it has agreed to in the Order even if it uses fewer than the number of minutes committed to.

9. Charges at the End of the Agreement

9.1 In addition to the provisions of the Agreement, if the Customer terminates the Service or if BT terminates Service for breach by the Customer before the Minimum Period of Service has expired, then, in addition to all outstanding Charges for Service rendered, the Customer will pay an early termination fee equal to:

- (a) the termination fee as set out in the Order; or
- (b) if a minimum volume commitment was agreed in the Order but no termination fee, 20 per cent of the minimum volume commitment for all other remaining months of the Minimum Period of Service; or
- (c) if no termination fee or minimum volume commitment was agreed on the Order, 20 per cent of the average Charges of the last three months before termination for all other remaining months of the Minimum Period of Service.

9.2 No early termination fees apply if the Service is terminated after the Minimum Period of Service.

10. Service Level

No Service levels apply to this Service. Any target availability or response times given are indicative and given for information only.