



Product and Services Agreement

BT MeetMe with Skype for Business Online
Service Schedule

PSA Reference *****

1. DEFINITIONS

The following definitions shall apply, in addition to those in the General Terms and Conditions of the PSA.

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| “Account” | means the identifier that BT assigns to the Customer and/or its Chairperson Users; |
| “Affiliate” | of BT means any entity which controls, is controlled by, or is under common control with BT; |
| “Chairperson” | means the Participant who is running or managing the audio conference call; |
| “Charges” | means the fees payable for Service as set forth on Appendix 3; |
| “Content” | means information made available, displayed or transmitted in connection with a Service (including, without limitation, information made available by means of an HTML “hyperlink”, third party posting or similar the contents of any bulletin boards or chat forums, and all upgrades, updates, modifications and other versions of any of the foregoing; |
| “Customer” | means either the entity named on the Agreement. BT may accept instructions from another person or entity who BT reasonably believes is acting with Customer’s authority or knowledge; |
| “Marks(s)” | means a trademark, service mark, trade name, logo or other indicia of origin that serves to identify a Party, its products or service; |
| “Participant” | means anyone who the Customer allows to use or access the Service; |
| “Passcode” | means the Chairperson specific codes allocated by BT to Customer to enable Customer or its Chairperson Users to access the Service; |
| “Party” | means either BT or Customer; “Parties” means both BT and Customer; |
| “Service” | means the Audio Conferencing Service as described in the Service Schedule; |
| “Term” | means the period from which Customer is provisioned to the Service through thirty the date when Microsoft Corporation terminates Customer’s access to Office 365 or as the Parties otherwise terminates the Service in accordance with the Agreement; |
| “User” | means anyone Customer allows to use or access the Service. |

2. DESCRIPTION OF THE SERVICE

BT MeetMe with Skype for Business Online provides the customer with an ability for Participants to join Skype for Business Online conference calls from fixed or mobile phones on public telephone networks.

2.1 BT MeetMe Reservationless

BT MeetMe is a reservationless service which allows groups of up to 125 people to have an on-demand audio conference controlled by the Chairperson. Each Chairperson receives two different Passcodes, a



Product and Services Agreement

BT MeetMe with Skype for Business Online

Service Schedule

PSA Reference *****

Chairperson Passcode and a Participant Passcode, which are required for conference access. The Chairperson's Passcode should be kept private and should only be used by the Chairperson. The Participant's code can be given out to anyone who may need to join a conference. To set up an Account a prospective Chairperson will call the BT help desk and provide billing contact and primary country of residence information. BT will email approved Chairpersons a welcome packet consisting of a wallet card, Passcodes, User guide and a welcome letter.

The Chairperson needs to set a meeting time and date and invite all Participants to dial into a specified access number and key in the Participant Passcode. When the Chairperson dials the designated phone number and keys in the Chairperson Passcode the conference begins.

There are two types of features associated with BT MeetMe: Included and Additional Features.

Included Features: These features are automatically available to Customer as part of the Service with no additional charges above the established per minute rate. These can be accessed via DTMF controls mentioned below.

Help - Any Participant can get help from a BT Conference Coordinator during the conference by keying "*0."

Adjust Line Volume - A Participant can adjust the gain on their phone line by keying "*4."

Self-Mute - The mute function can be toggled by keying "*6."

Conference Roll Call - The Chairperson may request a list of the Participants by keying "#1."

Conference Participant Count - The Chairperson can key "#2" to find out how many people are in the conference.

Conference Lock - The Chairperson may lock and unlock the conference by keying "*7."

Mute All - The Chairperson may put the conference into presentation mode by keying "*5." This will mute all Participants.

Enable/Disable Chair Hang-up The Chairperson can decide if the conference will end when he leaves the call by keying #9.

End Conference - Allows the Chairperson to close down the entire conference, ejecting all other Participants by keying "##."

Outlook Add-In- Automatically inserts BT MeetMe dial-in numbers and Participant Passcode in Outlook invitation allowing selection of Global Access numbers from the Add-in for Participants joining from other countries.

Additional Features: These features have an additional charge:

BT MeetMe recording - The audio conference can be recorded at any time by the Chairperson. Participants on the call will automatically be notified that a recording of the audio conference is taking place. After the recording is stopped the recording file can be retrieved by the Chairperson only, for download to a local PC.

Dial-Out and Global Access (ITFN and DDI) - Please refer to Section (b) below for a description of these features

2.2 Global Access to Audio Conferencing Services:

The following three primary inbound access options allow Customer's Participants who do not have access to Office 365 to access BT's audio conferencing bridges located in UK: Toll, Toll Free and BT's Global Direct Dial Inbound Access service. Participants must access the Service using a telephone that can generate DTMF tones.

- a. **Toll and International Toll Inbound Access:** With toll access, a Participant is required to dial a domestic based telephone number relative to the bridge location. The Participant pays the transport cost from their calling location to the BT audio bridge in region. This access method applies for both domestic (relative to the bridge location) and internationally based Participants.
- b. **Toll Free and International Toll Free Inbound Access:** With Toll Free Access, a Participant is required to dial a Domestic Toll Free Number (DTFN) or an International Toll Free Number (ITFN) serving the country where the Participant is located. An additional transport charge is added to the, per port, bridge rate and a bundled rate is billed to Customer.
- c. **BT Global Direct Dial Inbound Access:** Direct dial in (DDI) provides access to BT's audio conferencing bridges via BT's global network. DDI Service runs on BT's global managed voice



Product and Services Agreement

BT MeetMe with Skype for Business Online

Service Schedule

PSA Reference *****

platform, which is a robust intelligent global network that is owned and managed by BT. The network is continually managed and monitored to ensure high standards of quality and performance, and offers back-up and overflow capabilities.

With BT's Global Direct Dial Inbound Access, the Participant dials an in-country number. The call is routed through the DDI to the closest in-country BT switch. BT then routes the call over its network to BT's UK audio bridges that are applicable to Customer. The Participant only pays for the portion of the call that connects to the BT in-country switch. Using DDI access, Customer can provide Participants with an "in-country" number, even though the call terminates abroad. The Chairperson is charged a per minute fee to cover the international connection to the bridge location. This charge is in addition to the regular per minute bridge charge and varies by country.

BT offers toll, international toll, DTFN, ITFN and DDI inbound access in a number of countries and a current list is available upon request.

3. CONDITIONS OF SERVICE

- 3.1 As a condition to the receipt of the BT MeetMe with Skype for Business Online Service from BT as set forth in this Schedule, Customer must meet each of the conditions listed below:
- 3.2 Customer (and if applicable, its Chairperson Users) must have a primary residence in one of the countries set forth on Appendix 1 attached hereto and made a part hereof (the "Audio Conferencing Countries").
- 3.3 Customer must be an active licensee of Microsoft Corporation's Office 365 software (the "Base Services"). Customer is responsible for independently procuring and maintaining the necessary Office 365 license directly from Microsoft Corporation or its authorized resellers. For the avoidance of doubt, BT is not an authorized Microsoft Office 365 reseller.
- 3.4 Customer, and if applicable, its Chairperson Users, must confirm at the time of Account sign up, their respective primary country of residence and notify BT of any changes in such residence during the Term.

4. PROVISION OF THE SERVICE

- 4.1 The provision of Service to Customer (and, if applicable, its Chairperson Users) who meet the conditions of Section 3 above is provided under the terms and conditions of this Agreement.
- 4.2 The Service may not be available to Customer or its Users when either is in countries outside the Audio Conferencing Countries or when calling from mobile, pay or satellite phones due to in-country, carrier or other restrictions.
- 4.3 The provision or continued use of the Service by Customer and its Users may be restricted without notice to the extent deemed necessary or appropriate by BT to ensure compliance with applicable law.
- 4.4 The Service will have the features referred to in section 2, provided that BT reserves the right to modify the Service functionality and specifications during the Term.

5. SERVICE MANAGEMENT BOUNDARY

- 5.1 BT is responsible for delivery of BT MeetMe Reservationless from its servers. BT is not responsible for and disclaims liability for technical failures attributable to Microsoft Corporation on the Base Services; technical failures on Customer's equipment, technology, software; failures of the public internet or carrier provided transport. Customer is responsible for providing the Base Services and all equipment, software and connectivity required to access the Service.

6. USE OF THE SERVICE

- 6.1 Customer shall use the Service only for its own business purposes, excluding for resale or other revenue generating purposes, provided that the Customer:

Product and Services Agreement



BT MeetMe with Skype for Business Online

Service Schedule

PSA Reference *****

- a) complies with, and ensures that any User complies with the terms of any applicable legislation and any licence applicable to the Customer in any country where the Service is provided;
 - b) shall remain responsible for:
 - access and use of the Service by Users;
 - all Charges incurred in connection with the Services; and
 - compliance with all terms and conditions of this Agreement by it and Users;
 - c) ensures that its list of Users is kept current, and that the Customer terminates access immediately for anyone who is no longer a User; and
 - d) complies with the provisions of any Software licences provided with or as part of the Service.
- 6.2 So far as may be permitted by relevant law or regulation, it is agreed that BT will have no liability and Customer will make no claim in respect of any matter arising from any use of the Service that is contrary to the provisions of this Agreement and/or BT's specific instructions.
- 6.3 Except as may be otherwise specifically provided under this Agreement, the obligations and responsibilities of BT under this Agreement are solely to Customer and not to any third party, including any other User. To the extent permitted by law, Customer will indemnify BT against any liabilities or costs arising from any and all claims by any third party in connection with the use of the Service.
- 6.4 The Customer will be responsible for the security and proper use of all Passcodes used in connection with the Service and must take all reasonable steps to ensure they are kept confidential, secure and not disclosed to unauthorized people.
- 6.5 The Service must not be used:
- In any way that does not comply with applicable legislation, law court order or regulation;
 - To send, knowingly receive, upload, download, use or re-use any information which is abusive, indecent, defamatory, obscene or in breach of a third party's intellectual property rights;
 - To send or provide unsolicited or unauthorized marketing or promotional material.
- 6.6 Customer is the sole owner of Content and solely responsible for Content appearing on or used in connection with its or its Chairperson's users Accounts. Although BT is not responsible for Customer or its Users' Content, BT reserves the right to remove or restrict material it deems in violation of this section.
- 6.7 BT reserves the right to cancel or suspend the Service if fraud, technical failure or other factors beyond BT's control impair BT's ability to deliver the Service.
- 6.8 The Customer is responsible, at its own expense, for providing and maintaining personal computers ("PCs"), mobile devices, handsets, headsets, internet or network access which may be required for its Participants to access the Service and further to ensure that each is of sufficient technical specification to allow access to the Service. It is the Customer's responsibility to obtain such devices.
- 7. CUSTOMERS RESPONSIBILITIES**
- 7.1 The Service is provided by BT solely for the Customer's own use and the Customer will not resell, sublicense or otherwise distribute BT MeetMe, or use BT MeetMe under a contract with a reseller or agent of BT or other third party.
- 7.2 The Customer and its Users are solely responsible for all Content used in connection with the Service.
- 7.3 The Customer shall be responsible for the security and proper use of all User-IDs used in connection with the Service and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorized people.
- 7.4 The Customer shall immediately inform BT if there is any reason to believe that a User-ID has or is likely to become known to someone not authorized to use it or is being or is likely to be used in an unauthorized way.
- 7.5 The Customer shall not change or attempt to change a User-ID. If the Customer forgets or loses a User-ID the Customer shall contact BT and satisfy such security checks BT operates.

Product and Services Agreement



BT MeetMe with Skype for Business Online

Service Schedule

PSA Reference *****

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- 7.6 BT reserves the right to 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 also reserves the right (as its sole discretion) to require the Customer to change any or all of the pass codes used by the Customer in connection with the Service.
- 7.7 The Customer shall immediately inform BT of any changes to the information the Customer supplied when registering for the Service.
- 7.8 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 during contract duration.
- 7.9 The list of countries prohibiting call-back or call me services. This list may change from time to time. BT understands that such calls are prohibited from: 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.
- 7.10 The Customer shall 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 paragraph 6.8. 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.
- 7.11 The Customer shall only access the Service in the manner permitted by BT and shall not attempt at any time to circumvent system security or access the source software or compiled code.
- 7.12 The Service must not be used:
- 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;
 - 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;
 - 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
 - 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.
- 7.13 If the Customer or anyone else, with or without the Customer's knowledge or approval, uses the Service in contravention of the PSA, especially of this Service Schedule or any, 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 this Service Schedule and may terminate the Service in accordance with the stipulations of the PSA.
- 7.14 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 Conference Coordinator or other competent authority, in any country where the Service is provided.



Product and Services Agreement

BT MeetMe with Skype for Business Online

Service Schedule

PSA Reference *****

8. MINIMUM PERIOD OF SERVICE

- 8.1 Unless otherwise agreed on the Order Form, the Minimum Period of Service is 12 months. The Minimum Period of Service starts on the day when the Customer is sent the data of the Account, which is the day on which the Operational Service Date occurs.
- 8.2 BT may deactivate individual User Accounts, if these accounts have not been used for a consecutive period of 6 months. BT will notify the Customer of this deactivation 30 days in advance.

9. ORDERING

- 9.1 This Schedule shall continue in full force and effect until terminated by either Party, in accordance with the PSA.
- 9.2 Customer may purchase the Service by submitting an Order to BT. All Orders are subject to written confirmation of acceptance by BT. No contingency contained on any Order shall be binding upon BT. The terms and conditions of this Schedule and the PSA shall apply to all Service purchases regardless of any additional or conflicting terms on any purchase order or other correspondence submitted by Customer to BT, and any such additional or conflicting terms are deemed rejected by BT.
- 9.3 Each Order shall have a Minimum Period of Service calculated from the Operational Service Date as notified by BT. Unless otherwise specified on the Order, the Minimum Period of Service shall be twelve (12) months or if longer, the duration of the Service package purchased. Following expiration of the Minimum Period of Service, the Service may be renewed by mutual agreement of the Parties upon execution of an Order for the new Minimum Period of Service selected by the Customer.

10. CHARGES AND PAYMENT TERMS

- 10.1 Charging will be in accordance with the PSA.
- 10.2 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 | | | |
| Conference Bridge | | Per minute | 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 |
| Skype for Business Online | | | |
| | Optional | Single per minute connection charge for the duration of the | Usage – Monthly in arrears |

Product and Services Agreement



BT MeetMe with Skype for Business Online

Service Schedule

PSA Reference *****

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| | | MeetMe conference. | |
| 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 |

* Non standard option

- 10.3 It is the responsibility of the Chairperson to ensure that a call is ended in accordance with the feature command instructions. If no call activity is registered for a period of 3 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. BT reserves the right to change for the inactive period.
- 10.4 BT may adjust the price of calls and/or access charges to reflect changes in cost of service which are beyond BT or its supplier's control, or due to a regulatory change. Price adjustments will be effective from the billing period following notice to Customer.

11. TERMINATION OF SERVICES AND AGREEMENT

- 11.1 This Agreement will have an initial term of twelve (12) Months commencing upon execution by Customer and will automatically renew thereafter for successive twelve (12) Month terms (the "Term") until terminated by either Party in accordance with the PSA
- 11.2 Either Party may terminate this Agreement for convenience during the Term upon thirty (30) days prior written notice to the other subject to payment by the Customer to BT of any outstanding Charges.
- 11.3 Either Party may terminate this Agreement immediately on notice, if the other is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or goes into voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation, or a receiver or administrator is appointed over its assets, or if the equivalent of any of those events occurs under the laws of any of the relevant jurisdictions to the other Party.
- 11.4 Either Party may terminate this Agreement immediately on notice if the other: commits a material breach of this Agreement which is capable of remedy, and fails to remedy the breach within sixty (60) days of a written notice to do so; or commits a material breach of this Agreement which cannot be remedied. Termination for breach is without prejudice to any other available right or remedy arising from the breach.

12. PRIVACY AND DATA PROTECTION

- 12.1 Each Party will comply with all applicable personal data and protection laws where such party is located (the "Data Protection Laws").
- 12.2 Customer acknowledges and agrees that BT will hold personal information about Customer and its Participants for identification, Account administration, analysis and fraud/loss prevention and BT will provide such information to Microsoft Corporation or its affiliates to enable Microsoft to (i) integrate into the Service from the Program; (ii) provide Tier 3 support services; and (iii) provide call records to BT for billing purposes.
- 12.3 Customer will be the data controller and retains full responsibility for the data processed on its behalf by BT acting as the data processor. BT will use any personal information furnished by Customer or its Participants solely for the purpose of providing the Service. BT may process personal data worldwide and will take commercially reasonable efforts to prevent unlawful or unauthorized processing. Terms used in this provision are as defined in the Data Protection Directive (95/46/EC).

13. SERVICE LEVEL



Product and Services Agreement

BT MeetMe with Skype for Business Online

Service Schedule

PSA Reference *****

Service Level Agreements shall not apply to this Service.



Product and Services Agreement

BT MeetMe with Skype for Business Online

Service Schedule

PSA Reference *****

Appendix 1

Primary Audio Conferencing Countries

| | | |
|------------------------|-----------------------------|-------------------------|
| Albania, | Germany | Nigeria |
| Algeria | Ghana | Norway |
| Angola | Greece | Oman |
| Argentina | Guatemala | Pakistan |
| Armenia | Honduras | Palestinian Territories |
| Australia | Hong Kong SAR | Panama |
| Austria | Hungary | Paraguay |
| Azerbaijan | Iceland | Peru |
| Bahamas | India | Philippines |
| Bahrain | Indonesia | Poland |
| Bangladesh | Iraq | Portugal |
| Barbados | Ireland | Puerto Rico |
| Belarus | Israel | Qatar |
| Belgium | Italy | Romania |
| Belize | Jamaica | Russia |
| Bermuda | Japan | Rwanda, |
| Bolivia | Jordan | St. Kitts and Nevis |
| Bosnia and Herzegovina | Kazakhstan | Saudi Arabia |
| Brazil | Kenya | Senegal |
| Brunei | Republic of Korea | Serbia |
| Bulgaria | Kuwait | Singapore |
| Cameroon | Kyrgyzstan | Slovakia |
| Canada | Latvia | Slovenia |
| Cape Verde | Lebanon | South Africa |
| Cayman Islands | Libya | Spain |
| Chile | Liechtenstein | Sri Lanka |
| China | Lithuania | Sweden |
| Colombia | Luxembourg | Switzerland |
| Costa Rica | former Yugoslav Republic of | Taiwan |
| Côte d'Ivoire | Macedonia | Thailand |
| Croatia | Malaysia | Trinidad and Tobago |
| Curaçao | Malta | Tunisia |
| Cyprus | Mauritius | Turkey |
| Czech Republic | Mexico | Turkmenistan |
| Denmark | Moldova | Ukraine |
| Dominican Republic | Monaco | United Arab Emirates |
| Ecuador | Mongolia | United Kingdom |
| Egypt | Montenegro | United States |
| El Salvador | Morocco | Uruguay |
| Estonia | Myanmar | Uzbekistan |
| Faroe Islands | Netherlands | Venezuela |
| Fiji, | New Zealand | Vietnam |
| Finland | Nicaragua | Virgin Islands (U.S.) |
| France | | Zimbabwe. |
| Georgia | | |