



# Webex Meetings and Webex Calling Flex Plan delivered by BT Schedule to the PSA

## Contents

Words defined in the General Terms and Conditions .....	2
Part A – The Cisco WebEx Flex Plan Service .....	2
1 Service Summary.....	2
2 Service Options .....	2
3 Service Management Boundary .....	3
4 Associated Services .....	3
5 Specific Terms .....	4
Part B – Service Delivery and Management .....	8
6 BT’s Obligations.....	8
7 The Customer’s Obligations .....	8
8 Notification of Incidents.....	10
Part C – Service Levels .....	11
9 Service Levels .....	11
Part D – Defined Terms.....	11
10 Defined Terms .....	11
Annex 1 – Acceptable Use Policy .....	14
Annex 2 – BT’s Security Best Practice Policy.....	17

## Words defined in the General Terms and Conditions

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms and Conditions.

## Part A – The Cisco WebEx Flex Plan Service

### 1 Service Summary

BT will provide the Customer with a right to access and use the cloud-based collaboration software which will allow the Customer to communicate and share content in a virtual meeting space comprising any of the Service Options as set out in any applicable Order up to the point of the Service Management Boundary as set out in Paragraph 3 (“**WebEx Meetings and Webex Calling Flex Plan delivered by BT**”).

### 2 Service Options

BT will provide the Customer with any of the following options (“**Service Options**”) as set out in any applicable Order and in accordance with the details as set out in that Order:

- 2.1 **Webex Meetings:** Webex Meetings is a cloud-based web and video conferencing service that enables global and virtual teams to collaborate on mobile devices and standards-based video systems in real time. The Customer can select from Subscriptions Licences options which offer differing Service Models depending on the Subscription Licence selected. More information is set out in the Product Description.
- 2.2 **Audio Service:** Audio Service is an audio conferencing Service Option that integrates into Webex Meetings using either Cisco Cloud Connected Audio (“CCA”), VoIP or a combination of both. The Customer will select what method of Audio Service the Customer would like on the Order. The Customer is required to select Audio Service as a Service Option if the Customer has Webex Meetings.
- 2.3 **Webex Calling Licences:** Webex Calling Licences is a Service Option that provides the Licences required to access the Webex Calling service.
- 2.4 **Webex Teams:** Webex Teams is a cloud based messaging application that is an optional service provided when the Customer has Webex Meetings or Webex Calling.
- 2.5 **Support Services:** BT will provide the following Support Service for Webex Meetings, Webex Teams and the Audio Service in addition to the Service Desk:
  - 2.5.1 technical support, troubleshooting, diagnostics and incident resolution based on the following priority levels:
    - (a) Priority 1 – service outage or significant degradation affecting all or significant numbers of Users’ ability to use the Service, where no workaround is available;
    - (b) Priority 2 – a significant interruption to Users’ ability to fully use all features of the Service with other functionalities remaining Operational;
    - (c) Priority 3 – minimal interruption to the Service that does not prevent the operation of the Service, issue affecting individual Users; and
    - (d) Priority 4 – the Service is Operational. Requests for information, password resets, global access numbers.
  - 2.5.2 creation, administration and management of the Service including sending communications to Users with on-going guidance and advice on how to best use the Service;
  - 2.5.3 monitoring and management of the Service;
  - 2.5.4 strategy planning to help adoption of the Service by Users;
  - 2.5.5 access to a BT managed web portal for Webex Meetings and the Audio Service which will allow the Customer to:
    - (a) view an overview of the Service;
    - (b) register new Accounts;
    - (c) access usage reports;
    - (d) access training materials; and
    - (e) access global access numbers to use the Service.

- 2.6 **Service Integration:** BT will provide the Customer with Service Integration Assistance as set out in any applicable Order. BT will not be responsible for any service integration assistance the Customer orders from a third party, including the Supplier. Service Integration Assistance will be considered as Professional Service and is limited to design and scoping and will be subject to:
- 2.6.1 confirmation from BT that applications or software the Customer requests to integrate with the Service is compatible with the Service;
  - 2.6.2 the Customer ensuring that the Customer has all necessary consents, licences or other authorisations required to use, and allow BT to integrate, the applications or software with the Service;
  - 2.6.3 the Customer owning the design, support, and deployment of the Service Integration; and
  - 2.6.4 the Customer complying with all instructions, implementation and deployment steps that BT notifies the Customer of.
- 2.7 **Co-branding:** Where the Customer requires co-branding of the Service this will be set out in the Order and the specific details of the co-branding required will be agreed between the Parties.
- 2.8 As the Service is not available in all countries the countries for which selected Service Options are ordered shall be set out in the Order.

### 3 Service Management Boundary

- 3.1 BT will provide and manage the Service in accordance with Parts A, B and C of this Schedule and as set out in any applicable Order. For the Audio Service, BT will be responsible for the BT audio platform and the PSTN audio access provided by BT ("**Service Management Boundary**"). For the avoidance of doubt, BT is not responsible for the connections to the Audio Service provided by BT such as mobile connectivity, quality issues caused by internet (including wifi) or local network issues.
- 3.2 BT is not responsible for any Service degradation, impairment or unavailability associated with the Internet.
- 3.3 BT will have no responsibility for the Service outside the Service Management Boundary.
- 3.4 The Customer is responsible for the distribution and use of the Webex Calling Licences, BT will only be responsible for delivery of the Webex Calling Licences.
- 3.5 BT does not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software.
- 3.6 BT will have no responsibility for any Service impairment caused by User equipment or Customer Equipment.
- 3.7 The Offer Description contains a list of countries where VoIP Access, Call Back and Dial Out usage and features are prohibited by law or other regulations.

### 4 Associated Services

#### 4.1 Enabling Services

The Customer will ensure that the Customer has the following services in place and that are necessary for the Service to function and will ensure that these services meet the minimum technical requirements that BT specifies (the "**Enabling Services**"):

- 4.1.1 any hardware or equipment required to access the Service;
  - 4.1.2 an Internet connection in place that will connect to the Service; and
  - 4.1.3 if the Customer has ordered Webex Calling Licences as specified in the Order, the Customer needs to have delivered the infrastructure required to support use of the Webex Calling Licences.
- 4.2 If BT provides the Customer with any services other than the Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.
- #### 4.3 Smart Accounts
- 4.3.1 Smart Accounts are required to enable the use of Webex Calling Licences.
  - 4.3.2 Smart Account is a service provided by the Supplier directly to the Customer and BT accepts no liability for the service.
  - 4.3.3 Where the Supplier provides the Customer with a Smart Account, the Customer will:
    - (a) Provide BT with the Customer Smart Account details on the Order;

- (b) Ensure the Customer subscription to the Smart Account has permanent access to a license management solution; and
- (c) Manage usage and ensure Webex Calling Licenses purchased are equal or greater than licenses in use.

## 5 Specific Terms

### 5.1 Minimum Period of Service, Minimum Revenue Commitment and Renewal Periods

#### 5.1.1 Subject to Paragraph 5.7.7, unless either:

- (a) one of us gives Notice to the other of an intention to terminate the Service at least 45 days before the end of the Minimum Period of Service or a Renewal Period; or
- (b) on the initial Order the Customer has selected not to auto-renew the Service,

then, at the end of the Minimum Period of Service or Renewal Period the Service will automatically extend for a Renewal Period and BT and the Customer will continue to perform each of their obligations in accordance with the Contract except that the Charges may change as set out in Paragraph 5.1.2. The Renewal Period will continue to automatically extend until Notice to terminate is given by either BT or the Customer.

- 5.1.2 Where the Customer has requested Credits in accordance with the Transfer Policy on the Order the Charges for the Minimum Period of Service will not apply for the Renewal Periods unless otherwise stated in the Order.
- 5.1.3 If BT gives Notice to the Customer of an intention to terminate the Service at least 45 days before the end of the Minimum Period of Service or a Renewal Period, BT will cease delivering the Service on the last day of the Minimum Period of Service or subsequent Renewal Period.
- 5.1.4 BT may make changes to this Schedule or the Charges to ensure compliance with Applicable Law or as set out in Paragraph 5.8.5. Where the Customer does not agree to such change the Customer can terminate the Service for force majeure as set out in the General Terms and Conditions.
- 5.1.5 In addition to Paragraph 5.1.4, BT may propose changes to this Schedule or the Charges (or both) by giving the Customer Notice at least 90 days prior to the end of the Minimum Period of Service and each Renewal Period ("**Notice to Amend**").
- 5.1.6 Within 15 days of any Notice to Amend, the Customer will provide BT Notice:
  - (a) agreeing to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period;
  - (b) requesting revisions to the changes BT proposed, in which case BT and the customer will enter into good faith negotiations during the remainder of that Minimum Period of Service or Renewal Period, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period; or
  - (c) terminating the Service at the end of the Minimum Period of Service or Renewal Period, as applicable.
- 5.1.7 If BT and the Customer has not reached agreement in accordance with Paragraph 5.1.6(b) 45 days before the end of the Minimum Period of Service or the Renewal Period, this Service shall terminate at the end of the Minimum Period of Service or Renewal Period, as applicable, in which case BT will cease delivering the Service on the last day of the Minimum Period of Service or subsequent Renewal Period as applicable.
- 5.1.8 During the Minimum Period of Service and any Renewal Period the Customer will commit to spend the total revenue amount equal to the Committed Monthly Spend, as specified in any Order, charged each month for the duration of the Minimum Period of Service and any Renewal Periods ("**Minimum Revenue Commitment**").

### 5.2 Termination for Convenience by the Customer

The Customer may, at any time after the Operational Service Date and without cause, terminate the Service by giving 45 days' Notice to BT, subject to the charges set out in Paragraph 5.3.

### 5.3 Termination Charges

#### 5.3.1 Termination Charges

If the Customer terminates the Contract or the Service for convenience in accordance with Clause 13 of the General Terms and Conditions and Paragraph 5.2 of this Schedule or BT terminates the Service for the Customer breach in accordance with Clause 13 of the General Terms and Conditions, the Customer will pay BT:

- (a) all outstanding Charges or payments due and payable under the Agreement;
- (b) De-installation Charges; and
- (c) any other Charges as set out in any applicable Order.

5.3.2 In addition to the Charges set out at Paragraph 5.3.1 above, if the Customer terminates the Service for convenience in accordance with Clause 13 of the General Terms and Conditions and Paragraph 5.2 of this Schedule or BT terminates the Service for the Customer breach in accordance with Clause 13 of the General Terms and Conditions during the Minimum Period of Service or Renewal Period the Customer will pay Termination Charges, as compensation, equal to the greater of 100 per cent of the Minimum Revenue Commitment, or where there is no Minimum Revenue Commitment then 100% of the Recurring Charges, for any remaining months of the Minimum Period of Service or Renewal Period.

5.3.3 The payment of Termination Charges will not be BT's sole and exclusive remedy where BT terminates in accordance with Clause 13.4 and 13.5 of the General Terms and Conditions.

#### 5.4 Service Transition

5.4.1 If the Customer is transitioning the Customer existing services to BT, the Customer will provide any information or access BT requests at least 90 days before the Operational Service Date, including:

- (a) information relating to the service to be transitioned with relevant specifications, including:
  - (i) domains;
  - (ii) settings; and
  - (iii) network diagrams.

5.4.2 Any changes to the information provided in accordance with Paragraph 5.4.1(a) will be made in writing and:

- (a) may cause delay to the transition of the Customer service or the Operational Service Date; and
- (b) may result in a change to the Charges to reflect the revised scope of the Service. Any such changes shall be agreed by submission of a new Order.

5.4.3 The Customer will provide reasonable technical support to any transitioning services before and after the Operational Service Date.

#### 5.5 Access to Emergency Services

BT will not provide the ability for Users to call the emergency services e.g. by dialling "999" or "112" or the local variant and the Customer will make alternative arrangements for Users, including the maintenance of a fixed telephone number.

#### 5.6 Licence

5.6.1 BT grants the Customer a limited, revocable, non-exclusive, non-sub licensable, non-transferrable licence to:

- (a) use the Service for the Customer's own internal business purposes; and
- (b) in accordance with the terms of this Agreement, ("Licence").

5.6.2 The Customer will not:

- (a) modify, alter with, repair or otherwise create derivative works of any Software or Supplier Software;
- (b) reverse engineer, disassemble or decompile the Service or apply any other processes or procedures to derive the source code of any Software or Supplier Software;
- (c) access or use the Service in a way intended to avoid incurring Charges or exceeding any usage limits or quotas;
- (d) provide third parties with access to the Service, including without limitation, as part of a service bureau, outsourcing, hosting, managed or any other provisioned service; and
- (e) except as set out in Paragraph 7.2.4, resell or sublicense the Service.

#### 5.7 UCA, EULA, Offer Description and Product Description

5.7.1 BT will only provide the Service if the Customer and the Customer's Users:

- (a) agree to the "End User License Agreement" set out at [www.cisco.com/go/eula](http://www.cisco.com/go/eula) for Webex Calling Licences ("EULA") as applicable to the Services procured;

- (b) agree to the terms set out in the “Universal Cloud Agreement” in the form set out at [https://www.cisco.com/c/dam/en\\_us/about/doing\\_business/legal/docs/universal-cloud-agreement.pdf](https://www.cisco.com/c/dam/en_us/about/doing_business/legal/docs/universal-cloud-agreement.pdf) (“UCA”); and
- (c) agree to the terms set out in the “Offer Description” for the Service procured that can be found at <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html> (“Offer Description”).

- 5.7.2 The Customer and the Customer’s Users will observe and comply with the UCA, Offer Description and EULA for all use of the Service.
- 5.7.3 The Offer Description may include services that are not provided by BT under the Service. For a more detailed description of the Services provided as part of the Service Options please refer to the Product Descriptions.
- 5.7.4 The Product Descriptions are not contractual documents and are provided to the Customer for information purposes only.
- 5.7.5 In addition to any suspension rights set out in the General Terms and Conditions, if the Customer do not comply with the UCA, Offer Description or EULA, BT may restrict or suspend the Service upon reasonable Notice, and:
  - (a) the Customer will continue to pay the Charges for the Service until the end of the Minimum Period of Service or any Renewal Period; and
  - (b) BT may charge a re-installation fee to re-start the Service.
- 5.7.6 The Customer will enter into the UCA, Offer Description and EULA for the Customer’s own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the UCA, Offer Description and EULA are between the Customer and the Supplier and the Customer will deal with the Supplier with respect to any loss or damage suffered by the Customer as such loss or damage will not be enforceable against BT.
- 5.7.7 Where the Supplier terminates any of the Service Options outside the Minimum Period of Service or Renewal Period BT shall have the right to terminate the applicable Service Option in accordance with the timescales set out in the EULA, UCA and Offer Description.

## 5.8 Invoicing

- 5.8.1 BT will invoice all Charges in the currency set out in the Order.
- 5.8.2 Unless set out otherwise in any applicable Order, BT will invoice the Customer for the following Charges in the amounts set out in any applicable Order:
  - (a) Recurring Charges, except Usage Charges, monthly in advance and for any period where the Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
  - (b) Usage Charges, monthly in arrears, calculated at the then current rates; and
  - (c) Professional Services Charges.
- 5.8.3 BT may invoice the Customer for any of the following Charges in addition to those set out in any applicable Order:
  - (a) Charges for investigating Incidents that the Customer reports to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Agreement;
  - (b) Charges for commissioning the Service in accordance with Paragraph 6.2 outside of Business Hours;
  - (c) Charges for expediting provision of the Service at the Customer’s request after the Operational Service Date has been agreed;
  - (d) any Termination Charges incurred in accordance with Paragraph 5.3 upon termination of the Service; and
  - (e) any other Charges as set out in any applicable Order or as otherwise agreed between BT and the Customer.
- 5.8.4 Charging for the Services will commence on the Operational Service Date.
- 5.8.5 BT may adjust the local Usage Charges to access the Service to reflect changes in charges BT incurs relating to such Usage Charges which are due to a regulatory change. Price adjustments will be effective from the billing period following Notice to the Customer.

## 5.9 Transfer Policy

### Eligibility

- 5.9.1 To be eligible to receive Credits in accordance with the Transfer Policy the following criteria will apply:
- (a) The Minimum Period of Service will be 36 months.
  - (b) For calling solutions, the Transfer-from-Product must be Cisco Unified Communications Manager release version 9 and greater.
  - (c) If a Competitor Credit is being requested, the Customer must show proof of the quantity of the Customer's existing perpetual licenses for calling software not provided by the Supplier.

#### Verification

- 5.9.2 The Customer will submit the following details:
- (a) The Customer's legal name and address; and
  - (b) Eligible Transfer-from-Product license information including the types and quantity of Transfer-from-Product and any support services that cover the Transfer-from-Product.
- 5.9.3 BT or its Supplier will verify at a minimum that: (i) the request for the Transfer-to-Product meets the requirements set out in this Paragraph 5.9 and is otherwise accurate and complete; and (ii) the Customer's company name matches the name of the registered licensee of the Transfer-from-Product in the Supplier's records.
- 5.9.4 The Supplier may contact the Customer directly to complete verification.

#### Ordering

- 5.9.5 Once verification is complete, BT will place an order with the Supplier for the Transfer-to-Product set out in the Order.
- 5.9.6 The Supplier can either accept or reject the order. If the order is accepted, the Supplier will mark the licenses associated with the Transfer-from-Product as expired in its information systems and the Customer will no longer be able to use the Transfer-from-Product.
- 5.9.7 The Customer will be required to fulfil any obligations related to the Transfer-from-Product, including paying any true-up fees, before receiving the Transfer-To-Product.

#### Use of Transfer-From-Product

- 5.9.8 The Customer's right to use the Transfer-from-Product, including any associated support services, will expire and therefore be permanently invalidated upon receipt of the Transfer-to-Product. This invalidation will survive termination or expiration of the Customer's subscription for the Transfer-To-Product.
- 5.9.9 The Customer will uninstall and destroy the Transfer-from-Product in order to receive the Transfer-to-Product.

#### BT Obligations

- 5.9.10 Upon acceptance of a valid order for Transfer-to-Product, BT will apply a Transfer Credit, Competitor Credit, Other Credit, or SWSS Credit to the Customer's Order.
- 5.9.11 BT may also adjust the amount of the Credits if the Customer makes a change in the Order that results in a lower Committed Monthly Spend.
- 5.9.12 Transfer Credits or Competitor Credits will be applied to any Renewal Period.
- 5.9.13 Other Credits or SWSS Credits will only be applied to the Minimum Period of Service and not to any Renewal Period.

#### **5.11 Use of The Customer's Name and Logo**

- 5.11.1 Any requirement to co-brand a Site will be set out in the Order and by setting out this requirement in the Order the Customer consents to BT's use, and the Supplier's use, of the Customer name and logo to create a co-branded Site as part of delivery of the Services.
- 5.11.2 Nothing in this Schedule transfers any rights or ownership in the Customer name and logo to BT or the Supplier.

#### **5.12 Amendments to the General Terms and Conditions**

- 5.12.1 The definition of Operational Service Date in the General Terms and Conditions is deleted and replaced with the following:
- "Operational Service Date"** means:

- (a) except as set out in (b) and (c) below, the date which is the earlier of: (i) the date that BT provision of any part of the Service is completed and goes live or (ii) 90 days from the date the Order is confirmed by BT in writing.
- (b) Except as set out in (c) below, for Webex Calling Licences, the date that is the earlier of either (i) a Webex Calling Licence authorization key is delivered or (ii) a copy of a Webex Calling Licence is deposited in the Customer Smart Account for all the Customer's Webex Calling Licences ordered or (iii) 90 days from the date the Order is confirmed by BT in writing
- (c) Where the Customer's Webex Calling Licence is provided alongside other BT services as part of a BT managed service then it will be the date set out in the order for those services.

## Part B – Service Delivery and Management

### 6 BT's Obligations

#### 6.1 Service Delivery

Before the Operational Service Date and, where applicable, throughout the provision of the Service, BT will provide the Customer with contact details for the Service Desk.

#### 6.2 Commissioning of the Service

Before the Operational Service Date, BT will:

##### 6.2.1 configure the Service, including;

- (a) creating a domain or Webex Meetings site URL;
- (b) configuring settings for the Customer to connect to the Service;
- (c) testing the Service;
- (d) creating an Administrator Account set up for Webex Teams;
- (e) provisioning Subscription Licences; and
- (f) creating and managing the Accounts for Webex Meetings.

6.2.2 Confirm with the Customer that the above is completed successfully and agree with the Customer acceptance of the Service.

#### 6.3 During Operation

On and from the Operational Service Date, BT:

- 6.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if BT detects or if the Customer reports an Incident;
- 6.3.2 may carry out Maintenance from time to time and will inform the Customer at least five Business Days before any Planned Maintenance on the Service, however, BT may inform the Customer with less notice than normal where Maintenance is required in an emergency; and
- 6.3.3 may, in the event of a security breach affecting the Service, require the Customer to change any or all of the Customer's passwords.

#### 6.4 The End of the Service

On termination of the Service by either of us, BT will provide configuration information relating to the Service provided at the Site(s) in a format that BT reasonably specifies.

### 7 The Customer's Obligations

#### 7.1 Service Delivery

Before the Operational Service Date and, where applicable, throughout the provision of the Service, the Customer will:

- 7.1.1 confirm and maintain the connection of the Service to each Enabling Service;
- 7.1.2 be responsible for all Content displayed, uploaded, exchanged or transmitted on or through the Service;



- 7.1.3 create and manage all the Accounts for Users of Webex Teams;
- 7.1.4 be responsible for domain management, including configuration;
- 7.1.5 provide BT with a signed end user information form (“EUIF”) for Active Users and Enterprise Agreements for Webex Meetings and Webex Calling before the initial or renewal Order is submitted.
- 7.1.6 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:
  - (a) inform the Customer’s Users that as part of the Service being delivered by BT, BT may monitor and report to the Customer the use of any targeted applications by them;
  - (b) ensure that the Customer’s Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required); and
  - (c) agree that BT will not be liable for any failure by the Customer to comply with this Paragraph 7.1.6, the Customer will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to the Customer’s failure to comply with this Paragraph 7.1.6.

**7.2 During Operation**

On and from the Operational Service Date, the Customer will:

- 7.2.1 except as set out in Paragraph 7.2.2 below, ensure that Users report Incidents to the Service Desk.
- 7.2.2 where Webex Teams is deployed to a User without Webex Meetings, ensure Users will report Incidents to the Customer Contact and not to the Service Desk;
- 7.2.3 monitor and maintain any Customer Equipment and/or network connected to the Service or used in connection with the Service;
- 7.2.4 ensure that any Customer Equipment and/or network that is connected to the Service or that the Customer use, directly or indirectly, in relation to the Service is:
  - (a) capable of supporting connectively to the Service;
  - (b) adequately protected against viruses and other breaches of security;
  - (c) technically compatible with the Service and will not harm or damage BT Equipment, the BT Network, or any of BT’s suppliers’ or subcontractors’ network or equipment; and
  - (d) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;
- 7.2.5 immediately exit the Service and disconnect any Customer Equipment and/or network, or advise BT to do so at the Customer’s expense, where the Service and/or Customer Equipment:
  - (a) does not meet any relevant instructions, standards or Applicable Law; or
  - (b) contains or creates material that is in breach of the Acceptable Use Policy, UCA or EULA and the Customer is contacted by BT about such material,
 and redress the issues with the Customer Equipment and/or network prior to reconnection to the Service;
- 1.1.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users’ access to the Service;
- 7.2.1 maintain a written list of current Hosts and provide a copy of such list to BT within five Business Days following BT’s written request at any time;
- 7.2.2 ensure the security and proper use of all valid Hosts access profiles, passwords and other systems administration information used in connection with the Service and:
  - (a) abide by BT’s Security Best Practice Policy;
  - (b) immediately terminate access for any person who is no longer a Host;
  - (c) inform BT immediately if a Host’s ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
  - (d) take all reasonable steps to prevent unauthorised access to the Service;
  - (e) satisfy BT’s security checks if a password is lost or forgotten; and
  - (f) change any or all passwords or other systems administration information used in connection with the Service if BT requests the Customer to do so in order to ensure the security or integrity of the Service.
- 7.2.3 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order;
- 7.2.4 not resell the Service to any third party unless:

- (a) the Customer has received the prior written approval of BT; and
- (b) BT has received the approval from the Supplier that the third party is an approved re-seller of Services;
- 7.2.5 not allow any Host Account to be used by more than one individual User unless it has been reassigned in its entirety to another User, in which case the Customer will ensure the prior User will no longer have any right to access or use the Service.
- 7.2.6 ensure the Customer and the Customer's Users:
  - (a) only use VoIP for two way VoIP transmissions via the Webex Meetings;
  - (b) do not use the VoIP Access to make PSTN calls via Webex Meetings;
  - (c) do not use VoIP Access from Devices located in countries where such usage is prohibited by law or other regulation; and
  - (d) comply with laws applicable to the use of VoIP based services in the jurisdiction where such User initiates the connection to the IP network reaching the Service with VoIP Access.
- 7.2.7 ensure Users will not use, or attempt to use Call Back, Call Me and Dial Out features in countries where such use is prohibited by law or local regulations.
- 7.2.8 obtain and keep in force any license necessary for the Customer or the Customer's Users to use the Service in any country in which it is provided.
- 7.2.9 agree that BT will not be liable for any failure by the Customer to comply with this Paragraph 7.2 and the Customer will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to the Customer's failure to comply with this Paragraph 7.2.

## 8 Notification of Incidents

Where the Customer becomes aware of an Incident:

- 8.1 the Customer will report it to the Service Desk, in accordance with Paragraphs 7.2.1 and 7.2.2, providing all requested details;
- 8.2 BT will give the Customer an Incident reference;
- 8.3 BT will inform the Customer when it believes the Incident is cleared and will close the Ticket when:
  - 8.3.1 the Customer confirms that the Incident is cleared; or
  - 8.3.2 BT has attempted unsuccessfully to contact the Customer to confirm resolution, in the way agreed between BT and the Customer in relation to the Incident, and the Customer has not responded within 24 hours following BT's attempt to contact the Customer.
- 8.4 If the Customer confirms that the Incident is not cleared within 24 hours after having been informed, BT will re-open the Ticket, and BT will continue to work to resolve the Incident.
- 8.5 Where BT becomes aware of an Incident that may impact on the Customer's services, Paragraphs 8.2, 8.3 and 8.4 will apply.

## Part C – Service Levels

### 9 Service Levels

If Service Levels apply to your Service these will be set out in your Order.

## Part D – Defined Terms

### 10 Defined Terms

In addition to the defined terms in the General Terms and Conditions, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms and Conditions, these defined terms will take precedence for the purposes of this Schedule). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for the Customer to find the definitions when reading this Schedule.

**“Acceptable Use Policy”** means the policy set out in an Annex to the Schedule.

**“Account”** means an identifier used to access the Service;

**“Active User”** means the number of Knowledge Workers that access the Service and Host at least one Webex Meeting.

**“Active User Subscription Licence”** is a Subscription Licence where the Customer is required to pay on a per User basis and is more fully described in the Product Description.

**“Administrator”** means the Customer’s designated employee who has administrator rights and responsibilities to the Service;

**“Business Hours”** means between the hours of 0800 and 1700 in a Business Day.

**“BT Network”** means the communications network owned or leased by BT and used to provide the BT Compute Protect firewall service.

**“BT’s Security Best Practice Policy”** means the policy set out in Annex 2 to this Schedule.

**“Call Back”** means when a User joins a Webex Meeting and selects “call me”. The User enters the telephone number to be called on, then BT will deliver the call from the Audio Service to the appropriate Users phone.

**“Cisco Cloud Connected Audio” “CCA”** is the Supplier’s Audio Service procured through BT.

**“Cisco Unified Communications Manager”** is an enterprise call control and session management platform that connects people anywhere, using any device.

**“Committed Monthly Spend”** means the amount the Customer shall spend as specified in any Order, charged for each month for the duration of the Minimum Period of Service and Renewal Periods.

**“Competitor Credit”** is a price adjustment applied to an Order for Transfer-to-Product representing the value of the Customer’s perpetual software licenses for calling software that is not provided by the Supplier. To clarify, Competitor Credit will not be applied to subscription licenses or older telephony solutions such as PBX solutions. A Competitor Credit will be conterminous with the Minimum Period of Service in the applicable Order and any Renewal Period.

**“Content”** means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material uploaded or used in connection with the Service.

**“Credit”** is the collective term for the Competitor Credit, Transfer Credit, SWSS Credit and Other Credit.

**“Customer Contact”** means any individuals authorised to act on the Customer’s behalf for Service management matters.

**“Customer Equipment”** means any equipment including any software, other than BT Equipment, used by the Customer in connection with the Service.

**“De-installation Charges”** means the costs associated with decommissioning the Service.

**“Device”** means any PC, mobile handset, laptop, tablet or other item of handheld equipment, including all peripherals.

**“Dial In”** means when a User enters a telephone number to join the Audio Service.

**“Dial Out”** means when the Host enters the telephone number to join a User into a Webex Meeting, then BT will deliver the dial-out from the Audio Service to the appropriate telephone number.

**“Enabling Service”** has the meaning given in Paragraph 4.1.

**“Enterprise Agreement”** is a Service that requires that Named User accounts are deployed and assigned to all Knowledge Workers;

**“Enterprise Agreement Subscription Licence”** is a Subscription Licence where the Customer is required to pay for enterprise wide usage and is more fully described in the Product Description.

**“EUIF”** means end user information form.

**“Host”** means the Customer’s User who holds an Account.

**“Incident”** means an unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.

**“Internet”** means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

**“Internet Protocol”** or **“IP”** means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

**“Knowledge Workers”** means the Customer’s employees and contractors who use computing or communication devices capable of running the Service as part of their job duties performed on the Customer’s behalf. A User that has Webex Meetings or Webex Calling active at the same time will be treated as two Knowledge Workers.

**“Licence”** has the meaning given to it in Paragraph 5.6.

**“Maintenance”** means any work on the BT Network or Services, including to maintain, repair or improve the performance of the BT Network or Services.

**“Minimum Period of Service”** means a minimum period of 12 consecutive months beginning on the Operational Service Date, unless set out otherwise in any applicable Order.

**“Minimum Revenue Commitment”** has the meaning given to it in Paragraph 5.1.8.

**“Named User”** is an employee that the Customer register and provision to access the specified Service.

**“Named User Subscription Licence”** is a Subscription Licence where the Customer is required to pay on a per User basis and is more fully described in the Product Description;

**“Notice”** means any notice to be given by either Party to the other Party under the Agreement in accordance with Clause 17 of the General Terms and Conditions.

**“Notice to Amend”** has the meaning given in Paragraph 5.1.4.

**“Offer Description”** has the meaning given in Paragraph 5.7.1(c).

**“Operational”** means:

- (a) in respect of Webex Teams, the ability to send or receive messages;
- (b) in respect of Webex Meetings, the ability as a Host who holds an Account, to start, or as a Participant, to join, a meeting which has both audio and share capabilities; and
- (c) in respect of Webex Calling, the ability to manage the Webex Calling Licences.

**“Other Credit”** or **“SWSS Credit”** is a price adjustment applied to an Order for Transfer-to-Product by BT in its discretion and will be coterminous with the Minimum Period of Service but will not be applied to Renewal Periods.

**“Participant”** means a person who is using the Service.

**“Planned Maintenance”** means any Maintenance BT has planned to do in advance.

**“Product Description”** means the document that more fully describes BT products found at <https://www.btconferencing.com/downloads-library/services/webex-product-descriptions/> or any other address that BT notifies the Customer of.

**“Professional Services”** means those services provided by BT which are labour related services as set out in the Schedule or the Order.

**“PSTN”** means Public Switched Telephone Network, which is the concentration of the world’s public circuit switched telephone networks.

**“Recurring Charges”** means the Charges for the Service or applicable part of the Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order, and includes the Monthly Committed Spend.

**“Renewal Period”** means the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

**“Service”** means the Webex Meetings and Webex Calling Flex Plan delivered by BT as set out in Paragraph 1.

**“Service Desk”** means the English speaking helpdesk that the Customer is able to contact to submit service requests, report Incidents and ask questions about the Service.

**“Service Integration Assistance”** is a Professional Service the Customer can order through BT as set out in this Schedule.

**“Service Options”** means the services that are provided by BT that the Customer selects in the Order as set out in Paragraph 2;

**“Service Management Boundary”** has the meaning given in Paragraph 3.1.

**“Site”** means a location at which the Service is provided.

**“Smart Account”** is a service provided directly by the Supplier that allows the Customer to manage the Webex Calling Licences the Customer uses as part of the Service.

**“Subscription Licence”** is a Licence that the Customer selects, as set out in the Order, for applicable Service Options and can be either Named User Subscription Licence, Active User Subscription Licence or Enterprise Agreement Subscription Licence.

**“Service Model”** is the option available for selection depending on the Customer’s Subscription Licences or Webex Calling Licence as described in the Product Description;

**“Supplier”** means Cisco Systems, Inc of 2710 Gateway Oaks Drive, Suite 150N Sacramento CA 95833, USA.

**“Supplier Software”** means the machine-readable (object code) version of computer programs listed on the Supplier’s price list and made available by the Supplier for license to the Customer.

**“Support Services”** means the BT provided services designed to support the Service Options as described in Paragraph 2.5 which will be provided in the English language only.

**“Termination Charges”** means any compensatory charges payable by the Customer to BT on termination of the Agreement in whole or in part or a Service, in accordance with Clause 13.1 of the General Terms and Conditions and as set out in a Schedule.

**“Ticket”** means the unique reference number provided by BT for an Incident and that may also be known as a **“fault reference number”**.

**“Transfer Credit”** is a price adjustment applied to an Order for Transfer-to-Product representing the value of Transfer-from-Product. A Transfer Credit will be conterminous with the Minimum Period of Service in the applicable Order, and any Renewal Periods.

**“Transfer-from-Product”** is the Supplier Software that the Customer relinquishes the right to use upon acquiring the Transfer-to-Product.

**“Transfer Policy”** means the policy set out in Paragraph 5.9 that allows the Customer to receive continuing Credits by transferring eligible perpetual licenses to term-based subscription licenses.

**“Transfer-to-Product”** is the Service that the Customer purchases to replace the Transfer-from-Product.

**“URL”** means uniform resource locator and is a reference to a web resource that specifies its location on a computer network and a mechanism for retrieving it.

**“User”** means the Customer’s employees, contractors, agents and/or third parties (invited by the Customer) who use the Services and includes both Hosts and Participants;

**“Usage Charges”** means the Charges for Service or applicable part of the Service that are calculated by multiplying the volume of units that the Customer used or incurred in a period (e.g. number of agents using the Service, or the number of minutes the Service was used for) with the relevant fee as set out in any applicable Order.

**“VoIP”** means Voice over Internet Protocol which is the transmission of voice data over the Internet.

**“VoIP Access”** means the capability to access VoIP.

**“Webex Calling”** means a cloud based phone system provided by the Supplier.

**“Webex Calling License”** has the meaning set out in Paragraph 2.3.

**“Webex Meetings”** has the meaning set out in Paragraph 2.1.

**“Webex Teams”** has the meaning set out in Paragraph 2.4.

## Annex 1 – Acceptable Use Policy

### Contents

1	Introduction .....	14
2	Use of the Service.....	14
3	Use of Materials .....	15
4	Systems and Security .....	15
5	Communicating using the Service .....	15
6	Responsibilities of the account holder .....	16
7	BT's rights and responsibilities.....	16
8	How to get in touch.....	16

### Policy

BT believes in using the power of communications to make a better world. This means that BT services should enable customers to freely express themselves and share information.

This Acceptable Use Policy (“**AUP**”) outlines the principles that BT has adopted to govern how BT services are used in order to protect the safety and rights of others and is incorporated into and forms a part of your contract.

This AUP also sets out actions that may be taken in the event of breach of the AUP and how you can get in contact if you have any questions or concerns.

#### 1 INTRODUCTION

- 1.1 Words that are capitalised have the meanings given to them in the General Terms.
- 1.2 BT may update the AUP from time to time, so:
  - 1.2.1 please check BT's website regularly at [www.bt.com/acceptableuse](http://www.bt.com/acceptableuse) for updates; and
  - 1.2.2 note that your continued use of the Service after any change will mean that you have accepted the updated version of the AUP.
- 1.3 You will be responsible for the use of the Service and any breach of the AUP by Users and any other person who uses or accesses the Service because of your failure to keep BT Equipment or Customer Equipment secure.

#### 2 USE OF THE SERVICE

- 2.1 You will not use the Service in breach of Applicable Law or your obligations in the contract to respect human rights, or otherwise in any way that BT reasonably considers to be:
  - 2.1.1 fraudulent or dishonest;
  - 2.1.2 detrimental to any person or in a manner which violates or otherwise encroaches on the rights of others (including rights of privacy and free expression);
  - 2.1.3 detrimental to the provision of services to you or any other BT customer; or
  - 2.1.4 damaging to BT's brand or reputation.
- 2.2 You will not use the Service to take, or attempt to take, any action that could:
  - 2.2.1 transfer files that are, contain or are made up of viruses, worms, Trojans, distributed denial of service, any back door or time-bomb or other harmful programmes or software designed to violate the security of BT, any other person or company; or
  - 2.2.2 prevent, block or obstruct access to any programme installed on, or data saved in, any computer or damage or harm the operation of any of these programmes or the reliability or accuracy of any of this data.
- 2.3 Unless agreed with BT first in writing:

- 2.3.1 you will only use the Services, and will ensure that your Users only use the Services, for the commercial and business purposes for which they have been designed (including as may be described in the Schedule to your Contract);
- 2.3.2 you will not, and will ensure that your Users will not, modify, amend, change, reconfigure or otherwise repurpose all or any part of the Services for uses other than those pursuant to Paragraph 2.3.1 above; and
- 2.3.3 you will only provide access to the Services to your Users. If BT consents to the provision of the Services to third party users in accordance with this Paragraph 2.3 you will ensure that any such third party users comply with the terms of this AUP.

### 3 USE OF MATERIALS

- 3.1 You will not create, download, receive, store, send, publish, transmit, upload or otherwise distribute any material, including information, pictures, music, video or data, that BT reasonably considers to be:
  - 3.1.1 harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;
  - 3.1.2 promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;
  - 3.1.3 in breach of the intellectual property rights of BT or any other company or person, for example by using, distributing or copying protected or 'pirated' material without the express permission of the owner;
  - 3.1.4 in breach of the privacy or data protection rights of BT or any other person or company; or
  - 3.1.5 in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.
- 3.2 You will ensure that all material that is derived from the machines or networks that you use in connection with the Service is not in breach of this AUP.

### 4 SYSTEMS AND SECURITY

- 4.1 You will not:
  - 4.1.1 take any action that could:
    - (a) damage, interfere with, weaken, destroy, disrupt, harm, violate, disable, overburden, overtake, compromise, hack into or otherwise adversely affect any computer system, network or the internet access of the BT Network or network of any other person or company; or
    - (b) adversely affect or tamper with BT's security, the BT Network or any system or security network that belongs to any other person or company.
  - 4.1.2 access any computer system or network belonging to any person or company for any purpose without permission, including to probe, scan or test the security of a computer system or network or to monitor data traffic;
  - 4.1.3 connect the BT Network to machines, equipment or services that do not have adequate security protection or that are able to be used by others to carry out conduct that is not allowed by this AUP; or
  - 4.1.4 collect, take or harvest any information or data from any BT services, BT's system or network or attempt to undermine any of BT's servers or systems that run BT services.

### 5 COMMUNICATING USING THE SERVICE

- 5.1 When using any Service that allows you to communicate with others, including by phone, email or instant message, you will not:
  - 5.1.1 communicate in any way that BT reasonably considers to be:
    - (a) spam;
    - (b) causing annoyance, inconvenience, distress, offence or anxiety to any person (for example, hoax calls);
    - (c) likely to damage, harm, ruin or affect the enjoyment of any person; or
    - (d) offensive on the grounds of race, sex, religion, nationality, disability, sexual orientation, age or any other similar categorisation;
  - 5.1.2 impersonate or otherwise misrepresent another person, or help others to do the same, which includes faking, forging or hiding email headers, subjects, sender details or caller ID details;

- 5.1.3 send unsolicited communications such as unsolicited bulk emails or text messages, 'mailbombs', nuisance calls or advertising; or
- 5.1.4 send any emails, make any calls or communicate with any other person or company in any way that may suggest, indicate or imply that you are employed by BT.

## 6 RESPONSIBILITIES OF THE ACCOUNT HOLDER

- 6.1 Your use of the internet is at your own risk and you will be responsible for:
  - 6.1.1 your use of the internet, including any material that you access through the internet, and any websites or pages that you own, run or control using the Service;
  - 6.1.2 all material that is stored on, or accessed or distributed by the devices that you use in connection with the Service; and
  - 6.1.3 making sure, when sharing the internet over a private network on your premises, that your network is secure and that any internet connection sharing software that you use does not permit access from outside of your network.
- 6.2 You accept that the internet is never completely private or secure and that any data or information that you send using the Service may be read or intercepted by others.
- 6.3 You will make sure that your computer systems, network and equipment have the appropriate security software installed, such as up-to-date virus protection and firewalls, so that they are protected against viruses, worms, Trojans and other risks and so that others cannot access them without your permission or interrupt your use of the Service and BT will not be responsible for any negative consequences that occur as a result of your failure to install appropriate security software.

## 7 BT'S RIGHTS AND RESPONSIBILITIES

- 7.1 BT may monitor:
  - 7.1.1 material available on the internet or the activities of other internet users; or
  - 7.1.2 any material that belongs to another person or company and that you may be able to access through the Service.
- 7.2 BT will not guarantee that all material accessed through the Service is free of illegal content or content that is otherwise considered unacceptable, inappropriate or offensive.
- 7.3 If BT is aware, or reasonably believes, that you have breached this AUP, BT reserves the right to take any action it deems appropriate including:
  - 7.3.1 investigating the possible breach and using your personal details to contact you by email or phone to gather further information, discuss BT's concerns, or issue you with a formal warning;
  - 7.3.2 running network and computing systems to find and resolve issues covered by this AUP; and
  - 7.3.3 any other right BT has in the General Terms regarding your breach of this AUP.

## 8 HOW TO GET IN TOUCH

- 8.1 If you have any questions about this AUP, you can contact BT using the methods set out at [www.bt.com/contact](http://www.bt.com/contact).
- 8.2 If you suspect that someone has breached the terms of this AUP and you would like to report or make a complaint about their use of BT services, please email [abuse@btbroadband.com](mailto:abuse@btbroadband.com).



## Annex 2 – BT's Security Best Practice Policy

1. Auto Lock Personal Room for secure meetings. This prevents all Participants in the lobby from automatically joining in the meeting. The Host will see a notification when Participants are waiting in the lobby and the as the Host, they will authorise the attendees to join. This can be done from My Webex > Preferences > My Personal Room on your Webex site.
2. Set "Personal Room Notifications" before a Meeting to receive an email notification when Participants are waiting for a meeting to begin. The Host will then be able to review the Participant list and expel any unauthorized attendees.
3. Schedule a Webex Meeting instead of using your "Personal Room". "Personal Rooms" URL's do not change. Improve security by scheduling a Webex Meeting which includes a one-time URL.
4. Scheduled Webex Meetings are unlisted by default by the Site Administrator for all Sites. Unlisting Webex Meetings enhances security by requiring the Host to inform the Participants, either by sending a link in an email invitation, or Hosts can enter the meeting number using the "Join Meetings" page. Listing a meeting reveals meeting titles and meeting information publicly.
5. Set a password for every Webex Meeting by creating a high-complexity, non-trivial password (strong password). A strong password should include a mix of uppercase and lowercase letters, numbers and special characters (for example, \$TuOpsrOx!). Passwords protect against unauthorised attendance because only Users with access to the password will be able to join the meeting.
6. Do not reuse passwords for meetings. Scheduling meetings with the same passwords weakens meeting protection considerably.
7. Use "Entry" or "Exit Tone" or "Announce Name Feature" to prevent someone from joining the audio portion of the Hosts meeting without the Hosts knowledge. This feature is enabled by default for Webex Meetings and Webex Training. For notifications, select Audio Conference Settings > Entry and exit tone > Beep or Announce Name. Otherwise, select No Tone.
8. Do not allow attendees or panelists to join before Host. This setting is set by default by the Site Administrator for Meetings, Training, and Events.
9. Request that invitees do not forward the invitation further, especially for confidential meetings.
10. Assign an alternate Host to start and control the meeting. This keeps meetings more secure by eliminating the possibility that the Host role will be assigned to an unexpected, or unauthorised, attendee, in case the Host inadvertently loses connection to the meeting. One or more alternate Hosts can be chosen when scheduling a meeting. An alternate Host can start the meeting and act as the Host. The alternate Host must have a User Account on your Webex Meetings website.
11. Lock the meeting once all Participants have joined the meeting. This will prevent additional Participants from joining. Hosts can lock/unlock the meeting at any time while the session is in progress.
12. Expel Participants at any time during a meeting. Select the name of the Participant to remove, then select Participant > Expel.
13. Share an application instead of sharing your screen to prevent accidental exposure of sensitive information on the screen.
14. Automatically end meetings if there is only one Participant. Enabled by the Site Administrator, Participants will be provided a 15 minute warning after scheduled end time of the meeting. The meeting will then end within 1 minute.
15. Disable setting that allows meeting Host to leave meeting without ending it. Changes to this setting are done by the Site Administrator.
16. Set password for your recordings before sharing them to keep the recording secure. Password-protected recordings require recipients to have the password in order to view them.
17. Delete recordings after they are no longer relevant.
18. Create a Host Audio PIN. The PIN is the last level of protection for prevention of unauthorised access to the personal conferencing account. Should a person gain unauthorised access to the Host access code for a Personal Conference Meeting (PCN Meeting), the conference cannot be started without the Audio PIN. Protect the Audio PIN and do not share it.

19. Do not click on emails where you don't know the sender, email has inconsistencies with grammar and/or spelling, or contain a URL you're unfamiliar with.