



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

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## A note on 'you'

'You' and 'your' mean the Customer.

## Words defined in the General Terms

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

## Part A – The Cisco Webex Flex Plan Service

### 1 Service Summary

BT will provide you with a right to access and use the cloud-based collaboration software which will allow you 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 Flex Calling Flex Plan delivered by BT**").

### 2 Service Options

BT will provide you 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. You 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.

##### 2.1.1 Named User

- (a) You will have the option to choose between the following Service Models when you order Named User Subscription Licences:
  - (i) Meetings Suite; or
  - (ii) any combination of Meetings, Training, Events and Support.
- (b) You will find more detailed descriptions of Service Models mentioned in this Paragraph 2.1.1 in the Product Description.

##### 2.1.2 Active User

- (a) Active User Subscription Licences provides your entire organization access to the Service in any Subscription Year while only requiring to purchase the number of Active Users who Host a Webex Meeting.
- (b) The minimum Active User Subscription Licences is the greater of:
  - (i) 40 Active Users;
  - (ii) 15 per cent of your Knowledge Workers; or
  - (iii) where you are transferring to BT from another supplier providing a Webex Meeting service: the current number of paid Active Users under that supplier service.
- (c) If your Active User Average during periods 9, 10, 11 for each 12 month subscription period in the Minimum Period of Service or the Renewal Period, exceeds the number of Active Users on any applicable Order, BT will invoice you for the additional Active Users and your Minimum Revenue Commitment for the remainder of the Minimum Period of Service or Renewal Period will increase to reflect the higher Active User count.
- (d) You will not decrease your Knowledge Worker count in any Subscription Year.
- (e) You will find more detailed descriptions on the Active User features in the Product Description.

##### 2.1.3 Enterprise Agreement

- (a) You may use up to the Growth Allowance for your Enterprise Agreement Subscription Licences.
- (b) You will purchase an Enterprise Agreement Subscription Licence for all Knowledge Workers.
- (c) The minimum Enterprise Agreement Subscription Licences is the greater of:
  - (i) the number of your Knowledge Workers at the date of any applicable Order, adjusted annually for growth; or
  - (ii) 250 Enterprise Agreement Subscription Licences.
- (d) Each subscribed employee will receive a Named User Subscription Licence.



- (e) BT will review your Growth Allowance at the end of each Subscription Year. If you use more Subscription Licences than the Growth Allowance, BT will adjust the quantity for the next Subscription Year and BT will invoice you for the updated quantity.
  - (f) You will not decrease your Knowledge Worker count in any Subscription Year.
  - (g) If you exceed your Initial Growth Cap BT reserves the right to adjust the scope of the number of Enterprise Agreement Subscription Licences by the amount of the Initial Growth Cap plus the overage.
  - (h) You cannot meet Minimum Revenue Commitment by combining purchases of Enterprise Agreement Subscription Licences across the Services.
  - (i) You will find more detailed description on the Enterprise Agreement features 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**”), or Cisco Direct Audio (“**Cisco Audio**”), VoIP or a combination of VoIP with either CCA or Cisco Audio. You will select which method of Audio Service you would like on the Order. You are required to select Audio Service as a Service Option if you have Webex Meetings.
- 2.2.1 **Cisco Audio**
- (a) Your Webex Meetings licence may include toll dial in for selected countries. Full list will of those countries will be set out in any applicable Order. You will purchase any additional audio via add-ons.
  - (b) The additional add-ons enable access to additional countries, call back, call-in countries that are not included in licence and /or toll free. You can purchase these additions via fixed monthly audio packages as well as committed and uncommitted minutes.
- 2.3 **Flex Calling Licences:** Flex Calling Licences is a Service Option that provides the Licences required to access the on-premise (CUCM) or partner hosted (OCC) telephony.
- 2.3.1 **Named User**
- Under the Named User buying model, BT will charge you based on the quantity of Named User accounts that you order, regardless of usage.
- 2.3.2 **Enterprise Agreement**
- (a) You may use up to the Growth Allowance for your Enterprise Agreement Subscription Licences.
  - (b) You will purchase an Enterprise Agreement Subscription Licence for all Knowledge Workers.
  - (c) The minimum Enterprise Agreement Subscription Licences is the greater of:
    - (i) the number of your Knowledge Workers at the date of any applicable Order, adjusted annually for growth; or
    - (ii) 250 Enterprise Agreement Subscription Licences.
  - (d) Each subscribed employee will receive a Named User licence.
  - (e) BT will review your Growth Allowance at the end of each Subscription Year. If you use more Flex Calling Licences than the Growth Allowance, BT will adjust the quantity for the next Subscription Year and BT will invoice you for the updated quantity.
  - (f) You will not decrease your Knowledge Worker count in any Subscription Year.
  - (g) If you exceed your Initial Growth Cap BT reserves the right to adjust the scope of the number of Enterprise Agreement Subscription Licences by the amount of the Initial Growth Cap plus the overage.
  - (h) You cannot meet Minimum Revenue Commitment by combining purchases of Enterprise Agreement Subscription Licences across the Services.
  - (i) You will find more detailed description on the Enterprise Agreement features in the Product Description.
- 2.4 **Webex Teams:** Webex Teams is a cloud based messaging application that is an optional service provided when you have Webex Meetings or Flex Calling Licences.
- 2.5 **Cloud Device Registration Licences:** Cloud Device Registration Licences provide the ability to register and use Cisco video devices.
- 2.6 **Support Services:** BT will provide the following Support Service for Webex Meetings, Webex Teams and the Audio Service in addition to the Service Desk:
- 2.6.1 technical support, troubleshooting, diagnostics and incident resolution based on the priority levels in the Product Description which BT may change from time to time:
- (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.
- 2.6.2 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;
- 2.6.3 monitoring and management of the Service;
- 2.6.4 strategy planning to help adoption of the Service by Users;
- 2.6.5 access to a BT managed web portal(s) for Webex Meetings and the Audio Service which will allow you 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.
- 2.7 **Service Integrations:** BT will provide you with Service Integration Assistance as set out in any applicable Order. Such Service Integration Assistance will be limited to design and scoping and will be subject to:
  - 2.7.1 confirmation from BT that applications or software you request to integrate with the Service is compatible with the Service;
  - 2.7.2 you ensuring that you have all necessary consents, licences or other authorisations required to use, and allow BT to integrate, the applications or software with the Service;
  - 2.7.3 you owning the design, support, and deployment of the Service Integration; and
  - 2.7.4 you complying with all instructions, implementation and deployment steps that BT notifies you of.
- 2.8 **Co-branding:** Where you require 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.
- 2.9 Service Options may not be available in all countries.

### 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:
  - 3.1.1 for CCA, BT will be responsible for the BT audio architecture and connectivity up to the Supplier's architecture and the PSTN audio access provided by BT, the Supplier will be responsible for the audio bridge, associated architecture and connectivity to Internet/BT connections; and
  - 3.1.2 for Cisco Audio, the Supplier will be responsible for all of the audio architecture including the Supplier's audio bridge, associated architecture and PSTN audio access provided by the Supplier ("**Service Management Boundary**"). For the avoidance of doubt, neither BT nor the Supplier are responsible for the connections to the Audio Service 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 You are responsible for the distribution and use of the Flex Calling Licences, BT will only be responsible for delivery of the Flex 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.

### 4 Associated Services

#### 4.1 Enabling Services

You will ensure that you have 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 you have ordered Flex Calling Licences as specified in the Order, you need to have delivered the infrastructure required to support use of the Flex Calling Licences.



4.2 If BT provides you 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 Flex Calling Licenses.

4.3.2 Smart Account is a service provided by the Supplier directly to you and BT accepts no liability for the service.

4.3.3 Where the Supplier provides you with a Smart Account, you will:

- (a) Provide BT with your Smart Account details on the Order;
- (b) Ensure your subscription to the Smart Account has permanent access to a license management solution; and
- (c) Manage usage and ensure Flex 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 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, at the end of the Minimum Period of Service or Renewal Period the Service will automatically extend for a Renewal Period and both of us will continue to perform each of our 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 of us.

5.1.2 Where you have requested Credits in accordance with the Transfer Policy on your 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 either 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, 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 you do not agree to such change you can terminate the Service in accordance with Paragraph 5.2.

5.1.5 In addition to Paragraph 5.1.4, BT may propose changes to this Schedule or the Charges (or both) by giving you Notice at least 45 days prior to the end of the Minimum Period of Service and each Renewal Period ("**Notice to Amend**").

5.1.6 Within 45 days of any Notice to Amend, you 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 both of us 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 Contract at the end of the Minimum Period of Service or Renewal Period, as applicable.

5.1.7 If we have not reached agreement in accordance with Paragraph 5.1.6(b) by the end of the Minimum Period of Service or the Renewal Period, the terms of this Schedule will continue to apply from the beginning of the following Renewal Period unless you give Notice in accordance with Paragraph 5.1.6(c) or BT may give Notice of termination, 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 you 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

Subject to a different notice period being given in accordance with Paragraph 5.7.7, for the purposes of Clause 17 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate the Service by giving 45 days' Notice to the other.

### 5.3 Termination Charges

#### 5.3.1 Termination Charges



If you terminate the Contract or the Service for convenience in accordance with Clause 17 of the General Terms and Paragraph 5.2 of this Schedule or BT terminates the Service for your breach in accordance with Clause 18 of the General Terms, you will pay BT:

- (a) all outstanding Charges or payments due and payable under the Contract;
- (b) De-installation Charges; and
- (c) any other Charges as set out in any applicable Order and any charges reasonably incurred by BT from a supplier as a result of the early termination.

5.3.2 In addition to the Charges set out at Paragraph 5.3.1 above, if you terminate the Service for convenience in accordance with Clause 17 of the General Terms and Paragraph 5.2 of this Schedule or BT terminates the Service for your breach in accordance with Clause 18 of the General Terms during the Minimum Period of Service or Renewal Period you 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 18 of the General Terms.

#### 5.4 Service Transition

5.4.1 If you are transitioning your existing services to BT, you will provide any information or access BT reasonably requests within a reasonable period of time before the Operational Service Start 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 your service or the Operational Service Start Date; and
- (b) may result in a change to the Charges to reflect the revised scope of the Service.

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

#### 5.5 Access to Emergency Services

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

#### 5.6 Licence

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

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

5.6.2 You 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 7.2.8, resell or sublicense the Service.

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

5.7.1 BT will only provide the Service if you and your Users:

- (a) agree to the "End User License Agreement" set out at [www.cisco.com/go/eula](http://www.cisco.com/go/eula) ("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**").

as each may be amended or supplemented from time to time by the Supplier.

- 5.7.2 You and your 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 you for information purposes only.
- 5.7.5 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the UCA, Offer Description or EULA, BT may restrict or suspend the Service upon reasonable Notice, and:
- (a) you 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 You will enter into the UCA, Offer Description and EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the UCA, Offer Description and EULA are between you and the Supplier and you will deal with the Supplier with respect to any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.
- 5.7.7 Where the Supplier terminates any of the Service Options 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 Pounds Sterling. Where a Charge is set out on the Order in another currency, the Charge will be converted to Pounds Sterling using the spot rate at the close of the month prior to an invoice being raised.
- 5.8.2 Unless set out otherwise in any applicable Order, BT will invoice you 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 you for any of the following Charges in addition to those set out in any applicable Order:
- (a) Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
- (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 your request after the Operational Service Start 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 both of us.
- 5.8.4 Charging for the Services will commence on the Operational Service Start 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 beyond BT's control, for example where there is a regulatory change or a change from a local supplier. Price adjustments will be effective from the billing period following Notice to you.

### 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, you must show proof of the quantity of your existing perpetual licenses for calling software not provided by the Supplier.

### **Verification**

- 5.9.2 You will submit the following details:
  - (a) Your 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) your 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 you 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 you will no longer be able to use the Transfer-from-Product.
- 5.9.7 You 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 Your 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 your subscription for the Transfer-To-Product.
- 5.9.9 You 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 your Order.
- 5.9.11 BT may also adjust the amount of the Credits if you make 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.

### **General**

- 5.9.14 BT reserves the right to audit, terminate, suspend, amend, modify, revoke, or cancel the Transfer Policy, in whole or in part, for any reason at any time without prior notice.

## **5.10 Use of Your Name and Logo**

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

## **5.11 Amendments to the General Terms**

- 5.11.1 A new Clause 15.1.5 is included as follows:  
'if a Supplier removes or alters any Service, for such period as may be required by the Supplier'
- 5.11.2 The wording in Clause 15.3 of the General Terms is deleted and replaced with the following:  
'15.3 If BT decides to restrict or suspend a Service for any of the above reasons, it will let you know beforehand as soon as it reasonably can, except where such restriction or suspension is as a result of Clause 15.1.5 in which case such notification may not be possible before it occurs.'
- 5.11.3 A new Clause 19.3 is included as follows:  
'Neither of us will be liable for any delay or failure to perform any obligation in the Contract where the delay or failure is a result of a Force Majeure Event'.
- 5.11.4 The wording in Clause 26.1 of the General Terms is deleted and replaced with the following:





- '26.1 Subject to Clause 26.7, either of us may assign the benefit of the Contract to an Affiliate by giving the other Notice, but if either of us chooses to assign the benefit of the Contract to an entity that is not an Affiliate, they need to get the other's permission in writing beforehand.'
- 5.11.5 The wording in Clause 26.6 of the General Terms is deleted and replaced with the following:
- '26.6 Subject to Clause 26.7, either of us can assign or transfer our right to collect payments, receivables or other assets arising as a result of the Contract.'
- 5.11.6 A new Clause 26.7 is included as follows:
- '26.7 You may not assign or transfer any of your interests, rights, or obligations under the Contract, including by written agreement, merger, consolidation, divestiture, operation of law, or otherwise, except with BT's prior written consent.'
- 5.11.7 The definition of Service Start Date in the General Terms is deleted and replaced with the following:
- "Operational Service Start 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 Flex Calling Licences, the date that is the earlier of either (i) a Flex Calling Licence authorization key is delivered or (ii) a copy of a Flex Calling Licence is deposited in your Smart Account for all your Flex Calling Licences ordered. or (iii) 90 days from the date the Order is confirmed by BT in writing
  - (c) Where your Flex 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.
- 5.11.8 The definition of Effective Date in the General Terms is deleted and replaced with the following:
- "Effective Date"** means the date you sign the Order.



## Part B – Service Delivery and Management

### 6 BT's Obligations

#### 6.1 Service Delivery

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

#### 6.2 Commissioning of the Service

Before the Operational Service Start Date, BT will:

6.2.1 configure the Service, including;

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

#### 6.3 During Operation

On and from the Operational Service Start Date, BT:

6.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if BT detects or if you report an Incident on the BT Network;

6.3.2 may carry out Maintenance from time to time and will use reasonable endeavours to inform you before any Planned Maintenance on the Service, or the BT Network, however, BT may inform you 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 you to change any or all of your 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 Your Obligations

#### 7.1 Service Delivery

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

7.1.1 confirm and maintain the connection of the Service to each Enabling Service;

7.1.2 ensure that connection is compliant with Supplier's network and system requirements and that all necessary deployment checks are done for any integrated service into your network;

7.1.3 be responsible for all Content displayed, uploaded, exchanged or transmitted on or through the Service;

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 Flex Meetings and Flex 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 your Users that as part of the Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
- (b) ensure that your 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 you to comply with this Paragraph 7.1.6, you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph 7.1.6.

#### 7.2 During Operation

On and from the Operational Service Start Date, you will:

7.2.1 ensure that Users report Incidents to the Service Desk.

7.2.2 monitor and maintain any Customer Equipment and/or network connected to the Service or used in connection with the Service;



- 7.2.3 ensure that any Customer Equipment and/or network that is connected to the Service or that you 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;
- 7.2.4 immediately exit the Service and disconnect any Customer Equipment and/or network, or advise BT to do so at your 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 you are contacted by BT about such material,
- and redress the issues with the Customer Equipment and/or network prior to reconnection to the Service;
- 7.2.5 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;
- 7.2.6 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 you to do so in order to ensure the security or integrity of the Service.
- 7.2.7 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order;
- 7.2.8 not resell the Service to any third party unless:
- (a) you have 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;
- 7.2.9 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 you will ensure the prior User will no longer have any right to access or use the Service;
- 7.2.10 refer to Product Description for Audio Service country restrictions;
- 7.2.11 maintain an up-to-date list of countries where VoIP Access, Call Back and Dial Out usage and features are prohibited by law or other regulations;
- 7.2.12 ensure you and your 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.
- 7.2.13 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.
- 7.2.14 obtain and keep in force any license necessary for you or your Users to use the Service in any country in which it is provided.
- 7.2.15 agree that BT will not be liable for any failure by you to comply with this Paragraph 7.2 and you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph 7.2.

## 8 Notification of Incidents

Where you become aware of an Incident:

- 8.1 you will report it to the Service Desk, in accordance with Paragraphs 7.2.1, providing all requested details;



- 8.2 BT will give you an Incident reference;
- 8.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
  - 8.3.1 you confirm that the Incident is cleared; or
  - 8.3.2 BT has attempted unsuccessfully to contact you to confirm resolution, in the way agreed between both of us in relation to the Incident, and you have not responded within 24 hours following BT's attempt to contact you.
- 8.4 If you confirm 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 your 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, 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, 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 you to find the definitions when reading this 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 Average”** means the average number of Active Users per month in months 9, 10 and 11 of your previous Subscription Year.

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

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

**“Audio Service”** has the meaning given in Paragraph 2.2.

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

**“BT’s Security Best Practice Policy”** means the policy set out at <https://www.btconferencing.com/downloads-library/services/webex-product-descriptions/>, as amended by BT from time to time.

**“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 Audio”** is the Audio Service provided by and procured through the Supplier.

**“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 you 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 your 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 contemporaneous 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 Equipment”** means any equipment including any software, other than BT Equipment, used by you 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 either BT for CCA or the Supplier for Cisco Audio 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 you are required to pay for enterprise wide usage and is more fully described in the Product Description.

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

**“General Terms”** means the general terms to which this Schedule is attached or can be found at [www.bt.com/terms](http://www.bt.com/terms), and that form part of the Contract.

**“Growth Allowance”** means 120 per cent of the number of Subscription Licences or Flex Calling Licences set out in any applicable Order for any Enterprise Agreement pricing models.

**“Host”** means your 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.

**“Initial Growth Cap”** means 105 per cent of the number of Knowledge Workers set out in the EUIF during the first six months of the Minimum Period of 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 your employees and contractors who use computing or communication devices capable of running the Service as part of their job duties performed on your behalf. A User that has Webex Meetings or Flex Calling active at the same time will be treated as two Knowledge Workers.

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

**“Minimum Period of Service”** means a minimum period of 12 consecutive months beginning on the Operational Service Start 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 you register and provision to access the specified Service.

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

**“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 Flex Calling, the ability to manage the Flex Calling Licenses.

**“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 you of.

**“Professional Services”** means those services provided by BT which are labour related services.

**“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 Flex Calling Flex Plan delivered by BT as set out in Paragraph 1.

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

**“Service Integrations”** is a service you can order through BT or directly with the Supplier, BT will not be responsible for the provision of Service Integrations.

**“Service Integration Assistance”** has the meaning set out in Paragraph 2.7.

**“Service Options”** means the services that are provided by BT that you select 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 you to manage the Flex Calling Licences you use as part of the Service.

**“Subscription Licence”** is a Licence that you select, 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 your Subscription Licences or Flex Calling Licence as described in the Product Description.

**“Subscription Year”** means each 12 month period beginning on the Operational Service Start Date.

**“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 you.

**“Support Services”** means the BT provided services designed to support the Service Options as described in Paragraph 2.6 which will be provided in the English language only.



**"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 you relinquish the right to use upon acquiring the Transfer-to-Product.

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

**"Transfer-to-Product"** is the Service that you purchase 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 your employees, contractors, agents and/or third parties (invited by you) 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 you 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.

**"Flex Calling"** means a cloud based phone system provided by the Supplier.

**"Flex 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.