

## BT CONFERENCING

The Parties hereby agree that by executing the Order, this Agreement constitutes a legally binding contract between the Parties that shall continue until terminated in accordance with its terms.

## PRODUCTS & SERVICES AGREEMENT

This Products and Services Agreement (“PSA”) consists of the General Terms and Conditions, the General Services Schedule and the BT MeetMe Global Access Service Annex set forth below.

## GENERAL TERMS AND CONDITIONS

### Definitions

**Acceptable Usage Policy (“AUP”)** shall mean the usage policy as on BT’s website(s) at [www.btireland.ie](http://www.btireland.ie). Also described in this Agreement as AUP. This policy may be amended by BT from time to time.

**Affiliate** of a Party means any entity which controls, is controlled by, or is under common control with such Party.

**Availability** means the period of time when the Service is working.

**BT** means BT Communications Ireland Limited, of Grand Canal Plaza, Upper Grand Canal Street, Dublin 4;

**BT MeetMe Global Access Annex** means the Annex included in this PSA which sets forth the terms and conditions under which such Service is to be provided to the Customer;

**Charges** means the fees payable for Services and termination when applicable.

**Confidential Information** means all documentation, technical information, Software, business information or other materials designated as confidential by the disclosing Party or that would reasonably be considered to be confidential that are disclosed by either Party to the other during the term of this PSA.

**Content** means information made available, displayed or transmitted in connection with a Service (including, without limitation, information made available by means of an HTML “hyperlink”, third party posting or similar means) including all trademarks, service marks and domain names contained in such information, as well as the contents of any bulletin boards or chat forums, and all upgrades, updates, modifications and other versions of any of the foregoing.

**Customer** means either the entity named on the PSA or on the Order as the case may be. BT may accept instructions from another person or entity who BT reasonably believes is acting with Customer’s authority or knowledge.

**Dispute** means a dispute as defined in Section 8.1 of this PSA;

**Local Contracted Business Hours** means the times when maintenance of any Access Line is provided. These shall be Business Hours unless stated otherwise.

**Mark(s)** means a trademark, service mark, trade name, logo or other indicia of origin that serves to identify a Party, its products or services.

**Minimum Term** means the minimum period of Service or duration for each Service or each component of the Service, as defined on the Order Form.

**Operational Service Date** means the date on which any Service or part of a Service is first made available to Customer by BT or the date when Customer first starts to use such Service (or part of the Service), whichever date is earlier.

**Order Form** means the application form overleaf for the Service, filled out with all necessary information, signed by both Parties.

**Party** means either BT or Customer; **Parties** means both BT and Customer.

**Planned Maintenance** is any work that is planned in advance to be carried out by BT or on its behalf which causes the Service to be suspended.

**Service** means the service or other deliverable provided pursuant to the General Service Schedule and the BT MeetMe Global Access Annex under this PSA.

**Service Annex** means the BT MeetMe Global Access Annex to this PSA which sets forth the terms and conditions under which such Service is to be provided to Customer.

**Site** means the place at which BT agrees to provide the Service, or access to the Service.

**User** means anyone Customer allows to use or access the Service.

## **1. Provision of Service**

BT agrees to provide Customer with the Service and, if applicable, equipment in accordance with the terms and conditions of this PSA.

## **2. Charges**

2.1 The Charges for the Service will be calculated in accordance with the terms of this PSA and will begin on the Operational Service Date, or other date specified in the applicable Service Schedule.

2.2 Customer must pay all Charges for the Services in accordance with the details on each invoice within thirty (30) days of the date of BT's invoice, without any set-off, counterclaim or deduction (other than as provided in Section 2.5). Where applicable, BT may set-off any amounts it owes to the Customer against any amounts owed by the Customer to BT under this PSA. BT may, in its discretion, add interest charges, from the due date, to any past due amounts at 1.5% per month, compounded daily or the maximum amount allowed by law, whichever is less.

2.3 BT will invoice Charges in Euro and Customer will pay all Charges in Euro. Charges are exclusive of all taxes, fees or surcharges, however designated, (including but not limited to regulatory fees or surcharges) ("Taxes"), relating to equipment or Services under this PSA. The Customer will pay all such Taxes (except any tax based on or measured in whole or in part on net income or net profits of BT) including those paid or payable by BT and any related interest and penalties, for goods or services supplied under this PSA, except to the extent a valid exemption certificate is provided by Customer to BT prior to the delivery of Service.

2.4 In the event that payment of any amount of the Charges becomes subject to withholding tax, levy or similar payment obligation on sums due to BT under this PSA such withholding tax amounts shall be borne and paid for by Customer in addition to the sums due to BT. The Customer will provide BT free of charge with the appropriate certificate(s) from the relevant authorities confirming the amount of the withholding taxes, levies or similar payments borne and paid for by Customer in accordance with this Section 2.4.

2.5 In the event Customer wishes to dispute an invoice, Customer shall promptly, but in no event later than the payment due date, notify BT in writing of such disputed invoice, together with all information relevant to the Dispute and an explanation of the amount disputed. Customer must pay all undisputed amounts in accordance with Section 2.2. Disputes shall be resolved promptly and the resolved amount, if any, payable within fourteen (14) business days after resolution. Interest will accrue from the due date on subsequent payments of amounts withheld or from the date of overpayment for credits on overpayments refunded.

2.6 Without prejudice to any other provision of this PSA, if Customer fails to pay any sums due in accordance with the terms of this SRF, BT may, at its option on 14 days' written notice to Customer (a) restrict or suspend provision of the applicable Services until any balance due is paid and/or (b) terminate the Service without liability to or right to compensation for the Customer and without prejudice to BT's rights to be paid sums due, and recover any equipment owned by BT. If BT is required to take action to recover any past due amounts, Customer will be responsible for the payment of reasonable legal fees and costs incurred by BT in connection with taking such action.

## **3. Confidentiality**

3.1 BT and Customer shall keep in confidence any Confidential Information obtained during the term of this PSA and shall not divulge the same to any person (other than their or their Affiliate's employees, representatives, contractors, and professional advisors who need to know the information) without the consent of the other Party.

3.2 This Section 3 shall not apply to information that is: (a) in the public domain other than in breach of this PSA; (b) in the possession of the receiving Party before such divulgence has taken place; (c) obtained from a third party who is free to divulge the same; (d) is independently developed without use of any Confidential Information of the other Party; or (e) is legally required to be disclosed.

3.3 The receiving Party must, for a period of three (3) years following the expiration or termination of this PSA (except in the case of Software, which shall be for an indefinite period) keep such Confidential Information in confidence and use the Confidential Information only for the purposes of performing this PSA.

3.4 A violation of this Section 3 might cause irreparable harm to the disclosing Party, for which monetary damages may be inadequate and injunctive relief may be sought for a breach of this Section.

3.5 Upon signature of the SRF, the Parties are entitled to announce publicly the fact that they have entered into the PSA for the provision of the Service. Any other publicity, announcements and/or press releases about or in relation to the PSA will require the prior written consent of the other Party which shall not be unreasonably withheld or delayed.

3.6 Subject to the provisions of Section 3.5, neither Party may publish or use any advertising, sales promotions, press releases or other publicity which uses the trademark, service mark, trade name, logo or other indicia of origin of the other Party or its Affiliates in connection with the PSA or any Service provided under the PSA, without the prior written approval of the other Party which shall not unreasonably be withheld.

#### **4. Intellectual Property**

4.1 Neither Party acquires any rights to the other Party's patents, copyrights or other intellectual property under this PSA, except as expressly provided otherwise under this PSA. Neither Party may use any Marks of the other Party, except as expressly provided otherwise under this PSA.

4.2 Ownership of and all intellectual property rights in any BT equipment, software, operating manuals and associated documentation, made available as part of any Service or otherwise generated in connection with this PSA, shall remain the property of BT or its licensors. Without prejudice to any open source software licence terms BT grants Customer a personal, non-transferable and non-exclusive license to use, in object code form, all software and associated written and electronic documentation and data ("**Software**") furnished by BT to enable Customer to use the Service, solely in connection with the Service and solely in accordance with this PSA and the applicable written and electronic documentation. The term of any license granted by BT in Section 4.1 is coterminous with the term for the Service with which the Software is associated.

4.3 Customer must not, without BT's prior written consent, copy or download the Software and must promptly return all tangible material relating to the Software to BT following termination of a Service or this PSA whichever takes place earliest unless required under applicable law and/or regulation and unless the material is required for the provision of a Service which is still being provided to Customer at the time of termination of the PSA. Without prejudice to any open source software licence terms, which terms shall apply independent of this licence grant the Customer must not take any steps to modify the Software, or reverse assemble, reverse compile (except as permitted by applicable law) or otherwise derive a source code version of the Software. The Software is and will remain the sole and exclusive property of BT or its supplier.

4.4 BT warrants that it has all rights, authorizations and licenses required to provide the Services and Software licenses granted to Customer.

#### **5. Intellectual Property Indemnities**

5.1 Excluding any open source software BT will defend, indemnify and hold Customer harmless against all claims and proceedings arising from alleged infringement of any third party's intellectual property rights by reason of BT's provision of the Service. As a condition of this indemnity, Customer must: (a) notify BT promptly in writing of any allegation of infringement; (b) make no admission relating to the infringement; (c) allow BT to conduct all negotiations and proceedings and give BT all reasonable assistance in doing so (BT will pay Customer's reasonable out-of-pocket expenses for such assistance); and (d) allow BT to modify or replace the Service or equipment, or any item provided as part of the Service, so as to avoid the infringement, provided that the modification or replacement does not materially affect the performance of the Service.

5.2 If the Service becomes, or BT believes it is likely to become, the subject of an allegation or claim for infringement of any intellectual property rights as referred to in Section 5.1, BT, at its option and expense, may secure for Customer a right of continued use or modify or replace the Service, as set forth in Section 5.1(d), so that it is no longer infringing. If neither of those remedies is available to BT on reasonable terms, BT may so notify Customer and terminate such infringing Service without penalty to either Party.

5.3 Without prejudice to the provisions of the applicable law, the indemnity and remedies in Sections 5.1 and 5.2 are the exclusive remedies for claims of infringement and do not apply to claims for infringements related to Customer's or User's Content in connection with the Service, the use of the Service in conjunction with other equipment, software or services not supplied by BT or to infringements occasioned by work done by BT in accordance with directions or specifications given by Customer or designs made by, or on behalf of, Customer, including any part of the Service designed to Customer's specifications. The Customer will indemnify and hold BT harmless against all claims, proceedings and expenses arising from such

infringements and will immediately cease any activity which gives rise to the alleged infringement. Customer's indemnity obligations shall be subject to conditions equivalent to those applicable to BT's obligations, as set forth in Section 5.1.

5.4 The limitations and exclusions of liability contained in Section 10, do not apply to this Section 5.

## **6. Force Majeure**

6.1 Neither Party shall be liable for failure to perform its obligations caused by or resulting from force majeure, which shall include but not be limited to events that are unpredictable, unforeseeable, irresistible and beyond the Parties' control, such as any extremely severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, acts of terrorism, military hostilities (whether or not war is declared), riot, explosions, strikes or other labor unrest, civil disturbance, sabotage, expropriation by governmental authorities or other act or any event that is outside the reasonable control of the concerned Party. In the event of such a force majeure, the affected Party shall be entitled to a reasonable extension of time for the performance of its obligations under this Agreement.

6.2 If any of the events detailed in Section 6.1 continue for more than thirty (30) days, either Party may serve notice on the other terminating the affected part of the Service, without liability to the other Party.

## **7. Use of the Service**

7.1 Customer shall use the Services only for its own purposes and shall remain responsible for any access and use of the Service by its Users and for all charges incurred and compliance with all terms and conditions by it and its Users under this Contract

7.2 So far as may be permitted by relevant law or regulation, it is agreed that BT will have no liability and Customer will make no claim in respect of any matter arising from any use of the Service that is contrary to the provisions of this PSA and/or BT's specific instructions, such instructions to be given in writing under the notice provisions of Section 12 herein.

7.3 Except as may be otherwise specifically provided under this PSA, the obligations and responsibilities of BT under this PSA are solely to Customer and not to any third party, including any other User. To the extent permitted by law, Customer will indemnify BT against any liabilities or costs arising from any and all claims by any third party in connection with the use of the Services.

## **8. Dispute Resolution**

8.1 All disputes, controversies, or claims, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, arising out of or relating to this SRF and the Services (collectively "**Disputes**"), shall be escalated to senior management levels within both Parties. Both Parties shall have up to thirty (30) days from written notice of one to the other to escalate and resolve a Dispute, after which either Party may initiate mediation or litigation.

8.2 Notwithstanding Section 8.1, each Party may, at any time, (i) initiate proceedings seeking interlocutory relief; or (ii) seek relief from a court of competent jurisdiction in relation to Disputes relating to non-compliance with Sections 3, 4 or 5.

## **9. Termination of Services and PSA**

9.1 Either Party may terminate any individual Service provided under this PSA at the end of its Minimum Term, upon ninety (90) days written notice to the other subject to payment by the Customer to BT of any outstanding Charges.

9.2 Either Party may terminate this PSA immediately on notice, if the other is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or goes into voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation, or a receiver or examiner is appointed over its assets, or if the equivalent of any of those events occurs under the laws of any of the relevant jurisdictions to the other Party.

9.3 Either Party may terminate this PSA immediately on notice if the other: commits a material breach of this PSA which is capable of remedy, and fails to remedy the breach within sixty (60) days of a written notice to do so; or commits a material breach of this PSA which cannot be remedied. Termination for breach is without prejudice to any other available right or remedy arising from the breach.

9.4 If BT terminates this PSA pursuant to Section 9.2 or 9.3 Customer must pay BT any applicable termination charges specified in the applicable Service Schedule to this PSA.

## 10. Limitation of Liability

10.1 Neither Party excludes or restricts in any way its liability for death or personal injury resulting from its own negligence or the negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation.

10.2 Subject to Section 10.1, neither Party shall be liable to the other or to any third party, whether in contract, tort, under statute or otherwise (including in each case negligence) for any of the following types of loss or damage arising under or in relation to this SRF or any part of it (including without limitation any Service Schedule (if applicable), Service Annex, or Order Form):

- (a) any loss of profits, business contracts, anticipated savings, goodwill, or revenue; and/or
- (b) any loss or corruption or destruction of data; and/or
- (c) any special, indirect or consequential loss or damage whatsoever; and/or
- (d) any loss arising from the transmission of viruses

whether or not that Party was advised in advance of the possibility of such loss or damage.

10.3 If a Party is in breach of any obligations under the PSA to the other Party or if any other liability is arising (including liability for negligence or breach of statutory duty) then, subject to Sections 10.1 and 10.2, such Party's liability to the other Party shall be limited to €1,000,000 for any one event or series of connected events and to €2,000,000 for all events (connected or unconnected) in any period of twelve (12) consecutive months.

10.4 BT shall implement reasonable precautions to prevent any unauthorised access by third parties to any part of the telecommunications network used to provide Service to the Customer, but BT shall not be liable for any loss or damage sustained by the Customer in the event of any unauthorised access in spite of BT's reasonable precautions.

10.5 Except as expressly stated in this agreement, all conditions and warranties, whether express or implied, statutory or otherwise, including but not limited to warranties of merchantability and fitness for a particular purpose, are excluded to the extent permitted by law. BT does not authorize anyone, whether a company employee, agent, sub-contractor, or otherwise, to make a warranty of any kind on its behalf and customer should not rely on any such statement.

10.6 This PSA does not expressly or implicitly provide anyone other than BT and Customer with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

10.7 If service level commitments are associated with a Service and BT fails to meet any such commitments, Customer shall be eligible for the applicable remedies, which shall be the sole and exclusive remedies available to Customer and which shall be subject to the associated terms and conditions.

10.8 In the event BT is unable to provide the Service (or part thereof) due to capacity/availability restrictions; site survey results; or changes to applicable law or regulation, BT shall have no liability to Customer for failure to supply the Service and shall be entitled to terminate this PSA on written notice to Customer.

**11. Compliance with Laws** Both parties agree to comply with all applicable laws and regulations in any country where Service is provided. **European Communities (Electronic Communications Networks and Services) (Universal Service and Users' Rights) and (Privacy and Electronic Communications) Regulations 2011:** (i) The Customer is able to use all Voice Services provided (except CPS Voice) to access the national emergency call answering services by dialling 999 or 112. However for some Voice Services the Customer acknowledges that the ability to make 999 or 112 emergency calls cannot be guaranteed. If the Customer uses the Service to make emergency calls, the location information received by the emergency services will be limited to the installation address of the primary line, which may not be the location from which the call originate and hence the Voice Service may not be capable of correctly identifying the caller's location to the emergency service. Emergency calls may fail if there is a power failure or broadband connection failure. Wherever possible alternative arrangements should be made and a primary telephone line maintained. The

Customer agrees that it is responsible for ensuring that it puts appropriate measures in place to enable Users to call emergency services. In respect of all other Services, the Customer is not able to use the Service to access the national emergency call answering services. (ii) For any Voice Services provided the Customer shall have the right without charge, to have an entry in a directory of subscribers and a directory enquiry service and to have their information made available to providers of directory enquiry services and/or directories. The Customer has an option as to whether or not to include the personal data in directories. The Customer must inform BT if they do not wish their data to be included in directories. The Customer also has the right to register its telephone number as directory listed or ex-directory with the National Directory Database. The Customer has a right to consent or not to consent to receipt of unsolicited communication for the purposes of direct marketing. The Customer should inform BT of its options or consents outlined above so that this information is recorded on the National Directory Database.

**12. Notices:** Notices given under this PSA must be in writing and may be delivered by hand or by courier, or sent by registered post to the office addresses of BT (to the attention of Chief Counsel) and Customer shown on this SRF. Notice shall be deemed to have been given on the date when delivered if delivered personally or by confirmed fax or by overnight courier (unless delivered after normal business hours, in which case it shall be deemed given on the next business day); or five (5) days after the date of mailing.

### **13. Assignment and Subcontracting**

13.1 Either Party reserves the right to assign all or part of the PSA at any time to any Affiliate which can sufficiently execute the obligations under the PSA, subject to providing the other Party a prior written notice of such assignment. Any other assignment requires the prior written agreement of the other Party, which shall not be unreasonably withheld.

13.2 This PSA will be binding on, and inure to the benefit of, the Parties and their successors and permitted assigns.

13.3 BT may subcontract the performance of any of its obligations under this PSA, but without relieving BT from any of its obligations to Customer. The Customer agrees and understands that it may need to interact directly with a subcontractor for ordering, provisioning or maintaining the subcontracted Service.

13.4 Service in the United States: The Customer agrees that on signature of this SRF, any part of this SRF which BT deems relates to provision of the Service in the United States of America is assigned to BT Americas (BTA). Notwithstanding this, any claims or disputes relating to this PSA, including any part of the Service assigned under this Section 13.4 must be made against BT.

**14. Governing Law and Jurisdiction** The validity, interpretation and performance of this PSA will be governed by the laws of Ireland, excluding the United Nations Convention on Contracts for the International Sale of Goods. The Parties submit to the exclusive jurisdiction of the courts in Ireland.

**15. Entire Agreement** This SRF supersedes all prior oral or written understanding between the Parties and constitutes the entire agreement with respect to the subject matter. The terms and conditions of this PSA shall not be modified, amended or supplemented except in writing and signed by authorized representatives of all Parties or except as otherwise provided herein.

**16. Order of Precedence** In the event of a conflict, the order of precedence within the SRF shall be first to the relevant Services Section terms, second to any applicable service level agreement terms, third to the General Terms and fourth to the Order. Furthermore, an Order may vary or add information relevant to the ministerial aspects of order fulfillment, such as contact names, addresses, and the like, but may not add, delete or vary material contract terms, except with regards to pricing or as provided for in this PSA. Headings and bold type are for convenience only and do not affect the interpretation of this PSA.

**17. Inducement** The Parties acknowledge and agree that they have not been induced to enter into this PSA by any representation, warranty or other assurance not expressly incorporated into this PSA.

**18. No Waiver** Except as otherwise specifically provided in this PSA, no failure to exercise, or delay in exercising, any right, power or privilege set forth in this PSA will operate as a waiver of any right, power or privilege.

**19. Severance** If any provision of the SRF is held to be invalid or unenforceable, it will be severed from the SRF, the remaining provisions will remain in full force and effect and the Parties will promptly negotiate a replacement.

**20. Survival of Obligations** The Parties' rights and obligations, which, by their nature would continue beyond the termination, cancellation or expiration of this PSA shall survive termination, cancellation or expiration hereof.

**21. Capacity** Each party warrants that it has the necessary rights, licenses and permissions to enter into and perform its obligations under the terms of this PSA.

**22. Data Protection:** Each Party will strictly comply with the applicable laws and regulations regarding telecommunications services and data privacy. To the extent that BT or BT's sub-contractor, as the case may be, processes Personal Data, as defined in Directive 95/46/EC of the European Parliament and Council or other applicable legislation, on behalf of the Customer, BT shall ensure that it:

- (a) only processes the Personal Data in accordance with the applicable legislation ; and
- (b) takes appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, the Personal Data.

**23. Anti-Corruption and Bribery Act Compliance.** In connection with any actions or activities associated with this Agreement or in connection with the relationship between the Parties, neither Party shall engage in any unlawful trade practices or any other practices that are in violation of the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act of 2010, and the Ireland Prevention of Corruption Acts, 1889 to 2010 or any other law in Ireland that prohibits bribery or similar activity. Each Party shall ensure that neither it nor its Affiliates, subcontractors and agents: either directly or indirectly, seek, receive, accept, give, offer, agree or promise to give any money, facilitation payment, or other thing of value from or to anyone (including but not limited to government or corporate officials or agents) as an improper inducement or reward for or otherwise on account of favourable action or forbearance from action or the exercise of influence; or fail to establish appropriate safeguards to protect against such prohibited actions. Each Party shall, upon request from the other Party, provide evidence of the steps being taken to avoid prohibited actions, including the establishment of policies, practices, and/or business controls with respect to these laws.

## PSA – GENERAL SERVICES SCHEDULE

### 1 Provision of Service

Each Service or part of the Service shall have a Minimum Term calculated from the Operational Service Date as notified by BT. Unless otherwise specified on the Order, the Minimum Term for each Site shall be 12 months. Following expiration of the Minimum Term, the Service shall continue in full force and effect unless or until terminated by either Party in accordance with the General Terms and Conditions. Unless otherwise agreed by the Parties in writing, such continuation shall be subject to the conditions and the Charges current at the expiry of the Minimum Term.

- 1.1 BT will provide the Service(s) as described in the Service Annex to this Schedule.
- 1.2 BT will provide a range of information about the Service provided and managed by BT, which, depending on the Service, may be a handbook or access to a website.
- 1.3 BT will provide the contact details (either e-mail, telephone or fax, as appropriate) of designated contact points, collectively "Service Centre", which will be the Customer's contact points for placing orders, reporting incidents (faults) and making inquiries relating to the Service. The Customer will be able to use the numbers to contact BT to report incidents during Local Contracted Business Hours to order services or make enquiries during Business Hours, or as specified on the Order.

### 2 The Customer's Responsibilities

- 2.1 The Customer will provide BT with all reasonable assistance for BT to perform Service delivery and acknowledges that certain minimum technical requirements may be necessary. BT will inform the Customer in advance of these requirements.
- 2.2 The Customer will give BT the name(s) and contact details of the individual(s) who are authorised to act on behalf of the Customer for service management matters ("Customer Contact"). The Customer Contact will:
  - be available at all times and provide assistance and information during Service delivery
  - be available after Service delivery in accordance with the Service maintenance option as selected by the Customer.
  - take incident reports from Users, who may not contact BT directly
  - report incidents to the Service Centre using the reporting procedures notified by BT and be available for all subsequent incident management communications
  - inform BT of changes to the information supplied when ordering the Service including any changes to the Customer Contact details
- 2.3 If Third party software is required in order to operate the Services, the Customer is responsible for ensuring that it has the appropriate number and type of software licences and that any applications (other than ones provided by BT as part of the Service) are compatible with the Service.
- 2.4 The Customer will ensure that it has appropriate security policies, including data archiving, in place.
- 2.5 The Customer is responsible for the distribution, ongoing management, maintenance, security and proper use of all valid usernames, userIDs and passwords used in connection with the Service and shall
  - inform BT immediately if a user ID or password has, or is likely to, become known to an unauthorized person, or is being or may be used in an unauthorised way;
  - take all reasonable steps to prevent unauthorised access to the Service; and
  - satisfy BT's security checks if a password is lost or forgotten.

- 2.6 BT reserves the right to
- suspend user ID and password access to the Service if BT considers that there is, or is likely to be, a breach of security; and
  - require the Customer to change any or all of the Customer's passwords.

### **3 BT's Acceptable Use Policy**

The Customer is responsible for its Content and that of any of its Users (including any Content hosted by the Customer or any User on behalf of third parties). The Customer acknowledges that it has read and agrees to be bound by and to ensure that any Users will comply with BT's Acceptable Use Policy ("AUP") which is set out in full at <http://www.btireland.ie/legalUsage.shtml> and the acceptable use policies of any connected networks and generally accepted Internet standards.

- 3.1 The Service must not be used:
- (a) fraudulently or in connection with a criminal offense under the laws of any country where the Service is provided;
  - (b) to send, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights;
  - (c) in contravention of any instructions that BT has given under the PSA;
  - (d) to cause annoyance, inconvenience or needless anxiety;
  - (e) to send or provide or receive unsolicited advertising or promotional material;
- 3.2 If the Customer or anyone else, (with or without the Customer's knowledge or approval) uses the Service in contravention of the AUP; or uses the Service in any way which, is, or is likely to be, detrimental to the provision of the Service to the Customer or any other customer and fails to take corrective action within a reasonable period of receiving notice from BT, then BT can treat the contravention as a material breach and as such BT may either suspend the Service or terminate the Service pursuant to the General Terms and Conditions of the PSA. If Service is suspended it will not be restored until the Customer provides an acceptable assurance that there will be no further contravention.

### **4 Charges and Payment Terms**

- 4.1 The Customer will pay the Charges for the Service and any optional Service features (including upgrades and re-configuration) as set forth in the relevant Order in accordance with the General Terms and Conditions. Charges for use of the Service will be calculated in accordance with details recorded by, or on behalf of, BT.
- 4.2 Unless otherwise agreed all usage Charges will be invoiced monthly in arrears; calculated at the then current rates.
- 4.3 For the purpose of calculating a charge payable for any period each period will begin on the first day of the relevant Month; and for any period where Service is provided for less than one Month, the Recurring Charges will be pro rata on a daily basis.
- 4.4 BT reserves the right to charge the Customer for
- (a) investigating Customer reported incidents where BT finds no incident or that the incident is outside the Service Management Boundary;
  - (b) Service Delivery outside Business Hours; and/or
  - (c) restoring Service if the Service has been suspended

## ANNEX TO GENERAL SERVICES SCHEDULE – BT MeetMe GLOBAL ACCESS

### 1. INTERPRETATION

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

“**BT Conferencing**” means the business unit of BT that provides conferencing services.

“**BT MeetMe**” means the on-demand audio conferencing service provided under this SRF.

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

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

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

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

“**Welcome Pack**” means the information about the Service that is distributed to the Customer after a new account is opened.

### 2. SERVICE DESCRIPTION

#### 2.1 Service Description

BT MeetMe is an audio conferencing service available for up to forty simultaneous connections. BT MeetMe Global Access is an additional feature to BT MeetMe and requires a separate Account.

Once registered for a **BT MeetMe - Global Access** a list of available international access telephone numbers will be sent to you and you will be given two unique Passcodes (Chairperson and Participant).

Where an in-country **BT MeetMe - Global Access** telephone number is not available, then the most convenient alternative number from the list should be used. A list of available **BT MeetMe - Global Access** telephone numbers is available at: <http://www.btconferencing.com/btmeetme/>

The provision of the Service is at all times subject to the availability of appropriate facilities and BT does not guarantee to provide the Service on each occasion that the Customer requests the Service.

#### 2.2 Additional Features

The Chairperson will have access to the following features and telephone keypad commands:

**Click to Conference** - The Click to Conference feature requires integration with Customer software and an Internet Protocol link between the Customer's and BT's networks. The Customer is responsible for arranging for any changes required to the Customer's network including arrangements with and payment of 3<sup>rd</sup> parties.

**## End Conference** - Ends the audio conference and ejects all Participants from the audio conference.

**#1 Participant Roll Call** - Plays back all name recordings to the audio conference for security or awareness.

**#2 Participant Count** - Indicates the total number of Participants on the audio conference.

**#3 Chair Dial-out**- The Chairperson can dial out to add additional Participants to the audio conference. The Chairperson validates their dial-out request by keying in the Participant Passcode before being prompted to enter the number to be dialled. The Chairperson is then returned to the audio conference and the new Participant will be joined to the audio conference if they accept the invitation. Additional charges will apply to this feature.

**\*2 Stop Audio Message** - Stops any system message, e.g. Roll Call, part way through playback if too long or requested in error.

**\*5 Mute-All Participants**- Places the audio conference in presentation mode (mutes all Participants.)

**\*7 Conference Lock and Unlock** - Conference locking prevents anyone, including the BT Conference Co-ordinator, from gaining access to the audio conference.

**\*8 Recording On/Off**

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

**Numeric bill-back codes**- Allows the entry of a billing or project code for reporting or tracking purposes.

The Chairperson and all Participants will have access to the following features:

- \*0 Operator Assistance
- \*6 Self Mute – Mute/un-mute own line
- \*4 Adjust Line Volume

## 2.3 System requirements.

Participants require access to a tone dialling telephone which is the type of telephone where a low steady tone is heard in the receiver.

BT Conferencing reserves the right to change the system requirements but will give as much notice as possible before doing so.

## 3 REGISTRATION

3.1 Existing BT Conferencing customers can register directly with the **BT MeetMe - Global Access** Help Desk by calling *Freephone* 1800 924790 by quoting their Phone Conferencing Account number.

3.2 New BT Conferencing customers will firstly need to register for the BT Phone Conferencing service with the New Accounts team. This can be via your BT Ireland Account Manager.

Once a **BT MeetMe - Global Access** account has been set up you will be sent a welcome e-mail. This e-mail will give you a list of available international conference telephone numbers and the Passcodes to access the conference.

## 4 ASSISTANCE

A BT Conference Co-ordinator will provide a single point of contact for support and assistance during the audio conference and a Help Desk will be available at other times.

## 5 PRICING

### 5.1 Charges

Details of the **BT MeetMe- Global Access** Phone Conference charges are set out in **BT MeetMe – Global Access** service charges rate card which is provided with this Agreement.

A **BT MeetMe – Global Access** conference is controlled by the Account Holder.

If you require further information please contact your BT Account Manager.

### 5.2 Cancellations Policy

5.2.1 Provided a **booked** Phone Conference (such as an event call) is cancelled more than 24 hours before the scheduled start time, there is no cancellation charge.

All booked phone conferences which are cancelled between 1 and 24 hours before the scheduled start time will incur a charge of 50% of the value the full booked value of the Conference Charges (number of lines booked multiplied by the booked conference duration) plus relevant\* chargeable Feature Charges associated with the booking.

5.2.2 Phone conferences that are cancelled less than 1 hour before the scheduled start time will incur a charge of the full booked value of the Conference Charges (number of lines booked multiplied by the booked conference duration) plus relevant\* chargeable Feature Charges associated with the booking.

5.2.3 All other booked phone conferences will be subject to a minimum charge: BT Premium Event and BT Plus calls will carry a minimum charge of €45 per call, or 50% of the value of the booked call, whichever is the greater. BT Express calls will carry a minimum charge of €30 per call, or 50% of the value of the booked call, whichever is the greater

\*excludes Replay, Replay Plus, Transcription, Interpretation, Translation, Extra CDs and Playback.

## 6 PROMOTION OF SERVICE

The Customer agrees to promote the Service within the Customer's organisation.

## 7. NON USE OF SERVICE

BT Conferencing reserves the right to terminate the Service in accordance with this PSA where such an Account has not been used during any period of six (6) months.