



Standard Terms and Conditions for Conferencing Services

One Care Maintenance Services Schedule

1. DEFINITIONS

In addition to the definitions set out in the Standard Terms and Conditions for Conferencing Services (the "Agreement"), the following apply:

"Business Day"	means any day which is customarily regarded in the country or locality as a day when business is undertaken, but does not include national, public, or bank holidays in such country or locality. If the day on or by which anything is to be performed is not a Business Day, it must be done on or by the next Business Day;
"Business Hours"	means the local working hours in a Business Day or as specified elsewhere in this Agreement;
"BT Authorized Service Representative"	means a person authorized by BT to carry out specified Services with BT's authority and knowledge;
"Covered Products"	means devices, video and infrastructure equipment or software specified in the applicable Order or as specified by the Customer, which is subject to the support, maintenance and where applicable monitoring services provided by BT in accordance with this Service Schedule;
"Engage Meeting Manager"	means a BT owned web-based application which allows the Customer to view details of their service from their desktop computer;
"Excluded Services"	has the meaning ascribed in Section 4 of this Service Schedule;
"IP"	means Internet Protocol;
"POC"	means a Point of Contact provided by the Customer;
"REM"	means the Remote Equipment Monitoring capability that provides proactive monitoring of equipment
"VPN"	means a Virtual Private Network;

2. SERVICE OVERVIEW

The Service provides a suite of extended support and maintenance services that BT will provide in accordance with the maintenance program option selected by Customer for the Covered Products as specified in the Order.

BT provides 5 options for One Care Maintenance Service. These are:

- One Care Remote
- One Care On-site



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- One Care Remote Plus
- One Care On-Site Plus
- Time and Materials

The Service is for Customer's internal use and not for resale or other distribution.

2.1 One Care Remote

2.1.1 Under One Care Remote, BT will provide telephone support and remotely coordinate repair and materials necessary to enable the Covered Products to perform correctly in accordance with their warranties, specifications, End User manuals, descriptions and/or other related documentation, and to timely resolve each problem or error in accordance with the terms of this One Care Maintenance Service Schedule.

(a) Toll-Free Help Desk Telephone Support

One Care Remote provides Customer access to the Help Desk which is available 7X24 for telephone assistance regarding End User questions, trouble call reporting, usage or maintenance assistance. The Help Desk technicians utilize trouble call tracking and database software for problem resolution and escalation procedures. The Help Desk will continue to track and manage resolution on the call ticket until the trouble has been fixed and tested.

(b) Failed Part Replacement

As part of One Care Remote BT will remotely assist Customer in determining the defective part to be replaced for any Covered Product.

- Following BT's diagnosis of the failure, replacement parts for Customer sites are shipped on a priority basis in accordance with the manufacturer's published lead times and based on specific country logistical and international trading requirements. Each replacement part will be equivalent in functionality and feature set to the part that it replaces. Parts provided direct from the manufacturer may be subject to periodic backorder. BT will use commercially reasonable efforts to ensure that parts are delivered within two (2) Business Days however BT is not responsible for the manufacturer's inventory delays.
- Shipments of replacement parts are dependant upon freight carriers meeting their delivery commitments. BT is not responsible for any failure to deliver replacement parts as a result of freight carriers' failure to deliver parts by the committed time, whether due to a Force Majeure event, loss or damage of package, parts unavailability or other similar circumstances.
- BT will remotely supervise packaging and addressing of the failed part for return by the Customer to BT, its assigned agent or the manufacturer at its own expense. The Customer must return failed parts or components or systems to BT, its assigned agent or the manufacturer within five (5) Business Days following the receipt of the applicable replacement. Replaced parts returned become the property of BT or the manufacturer. BT may invoice the Customer for any materials not returned within such period.

2.1.2 One Care Remote provides software protection for Covered Products with the provisioning of updates, bug fixes and patches unless excluded by the manufacturer for a particular Covered Product. Software updates and patches are released at the sole discretion of the equipment manufacturer. Software updates, bug fixes and patches are provided as required to the Customer in support of an active service ticket. For any non service related updates, the Customer must contact the Help Desk to schedule an appointment. Some features or functionality may only be provided by the manufacturer as part of a chargeable upgrade. These chargeable upgrades are implemented directly by the manufacturer and will be offered to the Customer at an additional charge.



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2.2 One Care On-Site

2.2.1 One Care On-Site Maintenance includes in addition to the features described above in Section 2.1 under One Care Remote, the following features:

BT Authorized Service Representative Services (for part replacement)

- **Dispatch of BT Authorized Service Representative** - If telephone Help Desk troubleshooting and isolation procedures per the BT Service escalation procedure do not resolve the problem, the Help Desk will dispatch a BT Authorized Service Representative for replacement of suspected failed parts on the Covered Products. Following BT's diagnosis of the problem, this service is delivered on-site in coordination with the arrival of the replacement of the faulty part at the Customer's Site.
- **On-Site Support** - If on-site replacement does not resolve the suspected trouble issue, the BT Authorized Service Representative will remain on-site at no additional charge to further isolate and resolve the problem (if a Covered Product is still suspected to be the source of the problem). If BT determines that no Covered Product is the source of the problem, the BT Authorized Service Representative may stay on-site to assist other vendors, network carriers or in-house wiring personnel at the time and materials rates.

2.3 One Care Remote Plus & One Care Onsite Plus

One Care Plus includes (in addition to the features described for One Care Remote & One Care Onsite) the following features:

2.3.1 Network Trouble Resolution - In the event of a network trouble issue, the Help Desk will provide telephone or email coordination with network providers and/or the Customer's IT support staff to promote rapid resolution of network and/or networking equipment issues. BT will keep the ticket open, entering tracking and resolution information until the issue is resolved. Determination that the issue is resolved is in BT's sole discretion or when the Customer requests the incident be closed. BT requires the Customer to submit a letter of agency to each of its network providers with whom BT may need to work and also copy the letter to BT.

2.3.2 Remote Equipment Monitoring - REM proactively monitors the status of a Covered Product in a remote centric manner in order to determine when it may become inoperable or incapable of supporting a video conference application.

2.3.2.1 Covered Products

The nature and extent of REM Service varies depending on the device being monitored. The REM Service can monitor the status of a range of devices, including but not limited to:

- Video conferencing endpoints
- Video conferencing bridges
- Video conferencing infrastructure equipment
- Routers (router interface only)
- IP/ISDN networks (via video conferencing endpoints)

2.3.2.2 Certification



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If the Customer purchases One Care Plus, the Covered Products are subject to a device certification performed by BT. Certification is carried out remotely and the steps performed during certification include, but are not limited to:

- (i) Customer must provide BT with a POC to work with during certification.
- (ii) BT will provide the POC with a product device inventory spreadsheet template specifying the necessary information to certify the device. The POC will be responsible for completing the template and submitting to BT. Information to be provided may include, but is not limited to:
 - Room / device / site name
 - Address
 - City
 - Postal code
 - Country
 - Conference room phone number (if available)
 - ISDN Numbers (If available)
 - Time zone
 - Serial number
 - Make/model
 - Product device administration login and password
 - IP address
 - Site contact (during Business Hours)
 - Site contact phone number (during Business Hours)
 - Site contact email address (during Business Hours)
 - Site contact (outside Business Hours)
 - Site contact phone number (outside Business Hours)
 - Site contact email address (outside Business Hours)
- (iii) Once the completed product device inventory spreadsheet is received and verified, BT will aim to input the Covered Product information into BT's database within the following timeframes:
 - 1 to 50 sites: 2 Business days
 - 51 to 100 sites: 5 Business days
 - Greater than 100 sites: timeframe to be provided during onboarding/implementation of the REM Service.
- (iv) BT will then provide the POC, with timeslots during which certification will occur. The POC will need to ensure that the Covered Products are left switched on during this period.
- (v) BT will then carry out certification tests and the POC will be notified the results of the certification.
- (vi) Upon successful certification of a Covered Product, BT will start the proactive monitoring of the status of a Covered Product. BT will require the assistance of the POC to carry out any troubleshooting required to remedy any certification failures.

2.3.2.3 Proactive Monitoring

Once the certification is completed, BT will start proactively monitoring the status of a Covered Product. This will be carried out in a remote centric manner. When a Covered Product changes from an operationally "ready" status, indicating it may become inoperable or incapable of supporting a video conference application, a fault ticket will be created automatically and the Help Desk will receive an email alert.

Although the REM Service frequently transmits queries to determine Covered Product status, the Service will not produce a notification more frequently than every five minutes.

2.3.2.4 Monitoring Covered Product Status



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BT will provide access to the Engage Meeting Manager web portal accessible via the public internet. The Customer will be able to use the Engage Meeting Manager to access the REM Service interface. The REM Service interface will allow the Customer to view the status of each of its Covered Products that is being monitored by REM Service. This Service is available on a 7x24 basis.

2.3.2.5 REM Reporting

The Customer will be able to use the Engage Meeting Manager portal to access the reporting platform. This Service is available on a 7x24 basis. A number of reports related to REM Service are available and can be exported to various formats to allow Customers to customize the output of the standard reports. The reports available include:

- Open Tickets
- Closed Tickets
- Ticket List
- Ticket Statistics
- Ticket Monthly Counts
- Tickets by Site
- REM Service Performance

2.3.2.6 Network Connectivity between the Customer & BT (prerequisite for REM Service)

In order for BT to provide the REM Service, network connectivity must be put in place to securely allow REM Service traffic to pass from the Customer's Covered Product to the BT management tools. This connectivity is provided through a product called Network Connectivity Services (NCS) and is a mandatory requirement for REM Service. NCS is provided by BT under a separate Service Schedule.

2.3.2.7 Dual Monitoring

BT will not provide REM Service for any Covered Product that is being simultaneously monitored by another application, such as but not limited to Tandberg TMS and Polycom GMS.

2.4 Time and Material Services

BT provides time and material services (remote and/or on site) for Covered and non-covered Products as further specified in this Service Schedule. Customers can request time and material services through the Help Desk call process. Time and materials service tickets are processed on a "first come first served" basis with no guarantee on resolution times.

2.5 Unauthorized Alteration of the Covered Products Software and System Profile

If any person, other than a BT Authorized Service Representative, alters any Covered Product or the configuration thereof without prior consent of a BT Authorized Service Representative or the Help Desk and such alteration prevents such Covered Product from functioning properly, BT will charge time and materials rates for all work necessary to correct the resulting problem. Adjustments to Covered Products made under the direction or supervision of a BT Authorized Service Representative do not constitute unauthorized alterations for purposes of this Section.

3. CUSTOMER RESPONSIBILITIES

The Customer must:



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- 3.1 Allow BT free and full access to the Covered Products to provide the Service. Customer must make available to BT technicians a minimum four (4) hour window for on-site trouble resolution and six (6) hours for installation.
- 3.2 Provide adequate working facilities for use by BT's on-site maintenance personnel (including heat, light, ventilation, electric current and outlets). These facilities shall be within a reasonable distance from the Covered Products and shall be provided at no charge to BT.
- 3.3 Care for and use the Products only for a purpose for which it was designed and in accordance with instructions provided by BT and/or the manufacturer.
- 3.4 Provide BT with current copies of control system source code if applicable.
- 3.5 Be responsible for Product inter-operability (either among Covered Products or between a Covered Product and any other product), whether in connection with software or otherwise, as well as in-wall cabling features.
- 3.6 Be responsible for network connectivity and external video system component failure, as well as, for the performance and charges or expenses associated with network carrier services.
- 3.7 Be responsible for electrical work external to the Covered Products and/or in house/wall network cabling.
- 3.8 Be responsible for consumable supplies or accessories, such as, but not limited to, projection lamps, bulbs; filters, LCD panels, DLP optical engines, fuses and batteries.
- 3.9 Co-operate in diagnosing faults by carrying out any diagnostic and test routines requested by BT or included in the manufacturer's instructions, and allowing BT to carry out remote diagnostic tests, where appropriate.
- 3.10 Package replaced parts (where replacement parts are provided by BT) and removed in a manner suitable for return as instructed by BT to BT, its assigned agent, or the manufacturer by courier. The Customer will have the parts removed, packaged and ready for collection on the day following delivery of the replacement parts.

For REM Service, the Customer must:

- 3.11 Provide a POC to work with BT during the certification process.
- 3.12 Provide Covered Product data and information in a timely manner using the template provided by BT.
- 3.13 Keep the Covered Product powered on at the date and time communicated by BT during the certification process and after the certification is completed, powered on and connected to the IP Network on a 24x7x365 basis.
- 3.14 Inform BT of any changes to the information provided. Lack of information or incorrect POC details may significantly increase troubleshooting lead time.
- 3.15 Provide email addresses of employees that will require access to the REM Service interface via Engage Meeting Manager.
- 3.16 Inform BT if any of the Covered Products are powered down or disconnected from the IP Network for any period of time that exceeds five (5) minutes.
- 3.17 Provide BT with all information required in order to provide this service as described in the Service Schedule. This information includes Endpoint Serial Number, IP Address, Maintenance Details, and Usernames & Passwords.

4. Excluded Services



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The One Care Maintenance Services does not cover any of the following:

- 4.1 Repair of damage to gas plasma or LCD display panels resulting from burn-in.
- 4.2 Replacement of obsolete or non-supported equipment or non-approved Product Devices.
- 4.3 Electrical work external to the Covered Products and/or in house/wall network cabling.
- 4.4 Repair of damage to or defects in the Covered Products resulting from causes external to the Covered Products, including but not limited to fire, accident, neglect by a party other than BT, misuse, vandalism, water, lightning, or failure of the installation site to conform to BT's applicable specifications; or resulting from any use of the Covered Products for other than intended purposes; or resulting from the performance of maintenance or the attempted repair of a Covered Product by a party other than BT.
- 4.5 Furnishing consumable supplies or accessories, such as, but not limited to, projection lamps, bulbs; filters, LCD panels, DLP optical engines, fuses and batteries.
- 4.6 Services in connection with the relocation of the Covered Products, or the addition or removal of items of equipment or parts, features, or other devices not furnished by BT, or the maintenance of alterations, or other devices not furnished by BT.
- 4.7 Damage, defects or service interruptions caused by Customer-provided networks or links.
- 4.8 Upgrade, replacement, repair, maintenance or re-configuration costs and labor associated with Customer owned networking devices used in conjunction with BT supported systems, services or devices. (i.e. routers, switches, hubs).
- 4.9 Quality of Service (QOS) configurations, optimization or tuning support on customer owned networking devices (i.e. firewalls, proxies, switches or routers) and LAN/WAN infrastructure not supported by BT.
- 4.10 Any service failures (i.e., service outages) or performance deficiencies attributable to network carrier services.
- 4.11 Control system programming, alterations in code, and restoration of, or changes to, system configuration due to hardware or other external failures. Any changes to the control system programming due to deviation in replacement parts that are outside of BT's control. Upgrades to system or devices specially requested by the Customer that negatively affect the system functionality.
- 4.12 Repairs to or replacements of projectors, LCD panels, plasma screens, smart boards, custom cabling, racks, mounting hardware, carts and furniture. These items will be covered by manufacturer warranty only.
- 4.13 BT is not responsible for remediation requirements due to manufacturers' replacements parts, or remediation of the configuration changes due to the input mechanism or form factor changes on the replacement product due to product availability and/or the manufacturer.

5. TERM AND ORDERING

- 5.1 This Service Schedule will have an Initial Term of three (3) years commencing upon the Operational Service Date for Customer's first Order hereunder and can be extended thereafter upon the mutual written agreement of the Parties (the "Term").
- 5.2 During the Term, Customer may purchase the Service by submitting an Order to BT indicating specific products it desires to include as Covered Products, specifying the applicable Service option. All Orders are subject to written confirmation of acceptance by BT. No contingency contained on any Order shall be binding upon BT. The terms and conditions of this Service Schedule and the Agreement shall apply to all Service



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purchases regardless of any additional or conflicting terms on any purchase order or other correspondence submitted by Customer to BT, and any such additional or conflicting terms are deemed rejected by BT.

5.3 Each Order shall have a Minimum Period of Service calculated from the Operational Service Date as notified by BT. Unless otherwise specified on the Order, the Minimum Period of Service for each Covered Product shall be twelve months or if longer, the duration of the maintenance period purchased. Following expiration of the Minimum Period of Service, the Service may be renewed by mutual agreement of the Parties upon execution of an Order for the new Minimum Period of Service selected by the Customer.

6. CHARGES AND PAYMENT TERMS

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

<u>One Care Maintenance</u>	<u>Term/Period</u>	<u>Annual Charge</u>	<u>Min. Term & Payment</u>
One Care Remote	12 Months 36 Months	✓	12 Months Minimum. Payable in advance
One Care On-Site	12 Months 36 Months	✓	12 Months Minimum. Payable in advance
One Care Remote Plus	12 Months 36 Months	✓	12 Months Minimum. Payable in advance
One Care On-Site Plus	12 Months 36 Months	✓	12 Months Minimum. Payable in advance
<u>Time and Materials</u>			
Help Desk/Remote Support	-	-	Per Hour * (Covered and Non-Covered Products)
On-Site Support	-	-	Rate determined by Country and Site location (Covered and Non-Covered Products).**

* 1 Hour minimum Charge followed by 30 minute increments.

** Travel, accommodation and other direct expenses incurred by BT for Time and Materials Work will be invoiced on a cost to BT basis unless otherwise specified above .

6.2 The Charges for the One Care Maintenance Services will be billed in advance as set forth on the Order for each Covered Product and shall be invoiced as follows:

- (i) with respect to one year of the term, upon the Operational Service Date (as specified in Order);
- (ii) with respect to any multi year term, upon the Operational Service Date (as specified in Order); and
- (iii) time and material services, upon completion.

6.3 There will be no additional charges for BT travel, repair or replacement of parts for on-site Service options (One Care On-site or One Care On-site Plus); however, in the event that the Customer requires on-site support for remote Service options (One Care Remote and One Care Remote Plus) then BT will provide on-site support on a time and materials basis.

6.4 Any remediation work performed by BT will be on a time and materials basis and must be pre-approved in writing by the Customer before performance.

6.4 In the event a Site is unprepared in any way at the time of scheduled Service such that a return visit is required by BT for completion of the Service, Customer will be billed for this visit.

6.5 Taxes and regulatory fees shall be dealt with in accordance with Section 2 of the Agreement.

7. TERMINATION CHARGES



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In addition to the provisions of the Agreement, if the Customer terminates Service to one or more Covered Products or if BT terminates Service for breach before the Minimum Period of Service has expired, then, the Customer will pay as a termination charge an amount equal to the Charges per Covered Product for any remaining Months of the Minimum Period of Service, as well as any additional charges which BT either has to pay a supplier as a result of early termination of the Service or has already paid a supplier in connection with the provision of the Service and is unable to recover from them.