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## 1 Definitions

- 1.1 In this Contract, unless the context otherwise requires:

"BT" means BT Japan Corporation of ARK Mori Building, 24th Floor, 12-32 Akasaka 1-Chome Minato-Ku, Tokyo 107 Japan;

"Affiliate" means an entity controlling, controlled by, or under common control with BT;

"Contract" means this contract between the Customer and BT incorporating these conditions for conferencing service, any applicable Teleconferencing service description and registration booking form;

"Location" means any place at which BT agrees to provide the Service at the request of the Customer;

"Customer" means a person with whom BT makes the Contract including a person reasonably appearing to BT to act with that Customer's authority;

"Service" means a Teleconferencing service provided by BT to the Customer from time to time;

"Teleconferencing" means occasional conferencing by audio, visual and audio-visual means and/or transmission of data and any other additional features or services all as detailed in the applicable Teleconferencing service description.

- 1.2 BTs applicable Teleconferencing service description forms part of this Contract and contains notes, terms and conditions and prices. Copies of the Teleconferencing service description will be provided to the Customer on request.

- 1.3 Interpretation: Words in the singular include the plural and vice versa.

## 2 Provision of the Service

- 2.1 BT agrees to provide the Customer with the Service on the terms and conditions of this Contract which set out the entire contract between BT and the Customer for the Service.
- 2.2 For operational reasons, BT may vary the technical specifications of the Service.
- 2.3 It is technically impractical to provide a fault-free Service and BT does not undertake to do so. Service may be affected by unfavourable atmospheric conditions, interference and other unfavourable transmission conditions. BT will not be liable for any interference or interruption in the Service due to the foregoing.

- 2.4 Requests made to BT relating to the provision of the Service are, unless otherwise agreed, to be made or confirmed in writing.
- 2.5 Each request for the Service shall constitute a separate contract incorporating these conditions. 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.
- 2.6 If BT agrees to any change in the Service, this Contract is to be treated as varied accordingly.

## 3 BT's General Powers

- 3.1 Occasionally, BT may have to:
- 3.1.1 in an emergency, suspend the Service temporarily in order to provide or safeguard telecommunications service to a hospital or to the emergency, or other essential services; or
- 3.1.2 give the Customer instructions which it believes are necessary for reasons of health, safety, or the quality of the Service to the Customer or to any other customer.
- 3.2 Whenever possible BT will give the Customer as much notice as possible before doing any of the above things and BT will restore the Service as soon as reasonably practicable after temporary suspension.

## 4 The Customer's Responsibilities

- 4.1 BT is responsible for the provision of the Service only to the extent that any apparatus used to provide the Service is under BT's direct control. When the Service is to be provided by BT at a Location, the Customer must:
- 4.1.1 ensure that each location contains any necessary telecommunication equipment and is serviced by an appropriate telecommunications network to enable the Service to be provided at that location; and
- 4.1.2 ensure that the location (including teleconferencing equipment) is available and ready for use with the Service at the time agreed with BT.
- 4.2 Where appropriate the Customer is responsible for making application to any telecommunication service provider, including BT, for the provision of a telecommunications service at any location. BT may, without prior notice, suspend or terminate the Service if any such telecommunication service is unavailable or if apparatus at the Location is not available. Any telecommunication service provided by BT will be provided on BT's applicable terms and conditions which do not form part of this Contract.
- 4.3 The Customer is responsible for following all instructions given by BT in connection with the Service and will comply with BT's instructions and safety requirements with regard to Customer employees or associates on BT premises.
- 4.4 The Customer must not and must not permit anyone else to:
- 4.4.1 use the Service to send a message or communication which is offensive, indecent, menacing, a nuisance or a hoax; or

- 4.4.2 use the Service fraudulently or in connection with the carrying on of a criminal offence; or
- 4.4.3 use the Service in breach of any instructions given under paragraphs 3.1.2 and 4.3 above. In the event of any breach of the above, BT may temporarily suspend the Service without notice, or terminate this Contract by immediate notice, without prejudice to the liability of the Customer to pay charges.
- 4.5 If BT suspends the Service for contravention of paragraph 4.4 it can refuse to restore the Service until it receives an acceptable assurance in writing from the Customer that there will be no further contravention.

## 5 Charges for the Service

- 5.1 Subject to this paragraph 5, on each occasion when the Service is provided to the Customer, the Customer must pay the charges in force at the time of such provision. Charges are contained in the applicable Teleconferencing service description and may be revised by BT from time to time. The Customer can obtain details of the charges by telephoning the number given in BTs applicable service description or the booking form.

Where charges are based on Customer's projected volume of usage of the Service ("Projected Volume"), BT may review Customer's actual usage against such Projected Volume from time to time and revise the charges to reflect the actual usage. BT will give the Customer a written notice of the revised charges which shall become effective thirty (30) days after BT gives such notice.

- 5.2 The Customer must pay the charges for the Service on demand for the period of actual use.
- 5.3 All charges are exclusive of goods and services tax which will be added to the Customer's bills as appropriate.
- 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 Contract, such withholding tax amounts shall be borne and paid for by the 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 the Customer.
- 5.4 BT may ask the Customer for a payment in advance at any reasonable time before the Service is provided by BT. If payment is not made promptly, BT may cancel the booking. BT will make due allowance for a payment in advance (including a refund if appropriate) in the final bill.

- 5.5 All charges shall be in US Dollars or Japanese Yen ("JPY"); however, at the Customer's written request, BT will render invoices in a currency other than US Dollars or JPY provided however, that the Customer's invoices will be calculated in US Dollars or JPY and charges for individual items will continue to be shown in US Dollars or JPY. The total sum due to BT (inclusive of applicable taxes) will be converted by BT to the Customer's currency of choice at exchange rates on the first working day of the relevant month as published by The Financial Times, or any other conversion rate as agreed in writing by the Parties.

## 6 Default

### 6.1 If the Customer:

- 6.1.1 does not pay any charge payable under this Contract within 28 days of its falling due;
- 6.1.2 is subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of the Customer's creditors; or if any of the Customer's assets are the subject of any form of seizure; or goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation), or compulsory; or if a receiver or administrator is appointed over the Customer's assets; or
- 6.1.3 is in breach of this Contract and fails to remedy the breach within fifteen (15) days from the date of written notice to do so,

BT may (without prejudice to any other right or remedy) terminate the Contract or summarily suspend or terminate the Service or decline to provide the Service which it previously agreed to provide.

- 6.2 If BT suspends the Service or terminates the Contract or the Service the Customer continues to be liable to pay all charges which are due for the Service.
- 6.3 In any event, the Customer continues to be liable to pay all charges which are due for the Service during any period in which the Customer does not comply with this Contract.
- 6.4 If BT delays in acting upon a breach of contract by the Customer that delay will not be regarded as a waiver of that breach. If BT waives a breach of contract by the Customer, that waiver is limited to the particular breach.

## 7 Failure in the Service

- 7.1 Subject to paragraph 8, if Teleconferencing or any additional feature or service does not take place or is delayed, interrupted or prematurely terminated, BT may at BT's option:
  - 7.1.1 extend the Service for a period equivalent to the time lost, subject to availability;
  - 7.1.2 provide the Service at an alternative mutually acceptable time and date; or
  - 7.1.3 reduce its charges for the Service by an amount proportionate to the time lost or the cost of the additional feature or service which has not been provided in whole or in part.
- 7.2 Any extension, re-provision of the Service or a reduction in charges will be in full satisfaction of BT's liability for failure to provide all or any part of the Service. BT is not liable for any failure in the Service due to any matter beyond BT's reasonable control, including failure by the Customer to fulfil any of its obligations under this Contract, or for any act performed in accordance with the Customer's instructions at the Customer's request.

## 8 Limitation of Liability

- 8.1 BT accepts liability for errors or omissions in the Service and its own negligence to the extent stated in paragraph 7 and this paragraph 8 but not otherwise. Except where expressly contained in these conditions or where liability is non-excludable at law, BT has no obligation, duty

or liability in contract, tort (including negligence) or otherwise to the Customer.

- 8.2 Subject to the provisions of paragraph 7, BT's liability in contract, tort (including negligence) or otherwise for errors or omissions in any part of the Service, which may arise from any failure by BT to exercise the reasonable skill and care of a competent telecommunications service provider, will be limited to the provision of services of the same nature as those originally provided in order to correct such errors or omissions, provided BT is notified of the errors or omissions within three (3) months following completion of such part of the Service.
- 8.3 BT does not exclude or restrict liability for death or personal injury resulting from its own negligence.
- 8.4 BT's liability in contract, tort (including negligence) or otherwise in connection with this Contract will be limited to the sum of fees paid by Customer to BT during the preceding twelve (12) month period of the term of this Contract for any one incident. In any event, BT's maximum aggregate liability for its own acts and/or omissions shall not exceed JPY 20 million for all events in any period of twelve (12) months.
- 8.5 BT will not be liable in contract, tort (including negligence) or otherwise for loss (whether direct or indirect) of revenue, opportunity, profits, business, goodwill, wasted expenditure, contracts or anticipated savings or for loss due to business interruption or data or destruction of data or for direct loss from expenditure of time by managers and employees or for any indirect or consequential loss whatever.
- 8.6 In any event, and without prejudice to any provision or any other contract which may exist between BT and the Customer for the provision of any service, BT is not liable in respect of or in connection with any network over which Teleconferencing takes place, including but not limited to its other networks or any associated network.
- 8.7 BT is not liable in contract, tort, including negligence or otherwise for the acts or omissions of any other providers of telecommunication service wherever located, or of any provider of any other service in connection with service, or faults in or failures of equipment.
- 8.8 Each provision of this paragraph 8 operates separately in itself and survives independently of the others.

## 9 Indemnity

The Customer will indemnify BT against any actions, proceedings, claims or demands in any way connected with the Service brought or threatened against BT by a third party which are caused by, or arise from, any act of BT carried out pursuant to the instructions of the Customer.

## 10 Assignment

Neither the Customer nor BT may assign or transfer any of their rights or obligations under this Contract without the written consent of the other, save that BT may assign or transfer its rights or obligations to an Affiliate without consent.

## 11 Service of Notices

A notice given under this Contract, except under paragraph 3 (including a bill sent to the Customer) must be in writing and may be delivered by hand or sent by telex,

facsimile or prepaid post to the addressee at the following addresses. All notices sent by facsimile will be deemed to have been received when transmitted provided that the sender of the facsimile transmission shall have received a transmission report indicating that all pages of the facsimile were successfully transmitted to the correct facsimile number.

- (a) To BT: the address, facsimile or telex number shown in BT's applicable booking form;
- (b) To the Customer: the address to which the Customer asks BT to send bills, the address of the Customer's premises, or if the Customer is a company, its registered office.

## 12 Matters beyond BT's reasonable control

If BT cannot perform any obligation under this Contract because of a matter beyond its reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, civil disorder, wars, industrial disputes (whether or not involving BT's employees), acts of local or central government or other competent authorities, BT will have no liability to the Customer.

## 13 Law of the Contract

This Contract is to be governed by the laws of Japan and is subject to the non-exclusive jurisdiction of the Japan courts.

## 14 Variation of Terms & Conditions

- 14.1 No variation of these conditions will have effect unless agreed in writing by BT and the Customer. These conditions will not be replaced by any additional conditions proposed by the Customer.
- 14.2 No employee of BT has authority to make any warranty, statement or promise concerning the Service except in writing by a duly authorised officer.
- 14.3 Except where the Customer relies on BT's written advice, it is the Customer's responsibility to satisfy itself as to the suitability of the Service for its needs.
- 14.4 BT may make alterations to the specification of the Service which do not affect the Service's performance.

## 15 Confidentiality & Privacy

- 15.1 The parties will keep in confidence and secure from unauthorised disclosure any information (whether written or oral) of a confidential nature (including software and manuals) obtained under this Contract ("Confidential Information").
- 15.2 Paragraph 15.1 will not apply to:
  - (a) any information which has been published other than through a breach of this Contract;
  - (b) information lawfully in the possession of the other party before the disclosure under this Contract took place;
  - (c) information obtained from a third party which is free to disclose it; and
  - (d) information which a party is requested to disclose and, if did not, could be required by law to do so.

## *Conditions for Conferencing Service*



- 15.3 Paragraphs 15.1 and 15.2 will remain in effect for two (2) years after the termination of this Contract.
- 15.4 The parties agree to comply with the terms of any and all applicable privacy legislation.

### **16 Version**

The English language version of this Contract shall prevail over any other version.