



Products and Services Agreement

Addendum - Video Conferencing BT Provided Equipment Sale and Installation Services

This Video Conferencing BT Provided Equipment Addendum supplements and is made a part of the Products and Services Agreement (the "PSA") for any Order for video conferencing equipment and installation services.

1. Sale of BT Provided Equipment and Installation Services

1.1 BT hereby agrees to sell BT Provided Equipment and installation services to Customer pursuant to Orders submitted by Customer from time to time in accordance with BT's standard order procedures and/or as set forth in an applicable SOW. Installation services are not included with the sale of BT provided Equipment unless the parties have executed a mutually agreeable SOW. Customer may place Orders for the delivery of BT Provided Equipment and installation services for the Customer's own use and not for resale or other distribution. No Order shall be binding upon BT until accepted by BT in writing; provided that Orders will be deemed accepted upon shipment of BT provided Equipment. BT reserves the right to modify its specifications prior to delivery of BT Provided Equipment or installation services, provided that such modification does not materially or adversely affect performance.

1.2 Certain Equipment Manufacturers require Customer to enter into a maintenance agreement in connection with the purchase of BT Provided Equipment. In such event, Customer will be required to either purchase maintenance service directly from the manufacturer or purchase BT's One Care Service under a separate Service Schedule. If Customer fails to enter into such a maintenance agreement or purchase BT's One Care Service, Customer will be liable for and agrees to pay as a Charge any applicable maintenance fees charged to BT by the Equipment Manufacturer.

1.3 All purchases and sales of BT Provided Equipment shall be at the quantities and selling prices indicated in Purchase Orders furnished to BT by Customer or as set forth on Quotes signed by Customer. All Purchase Orders submitted by Customer shall be deemed to incorporate and be subject to the terms and conditions of the Standard Services Agreement and any conflicting or additional terms and conditions on such Purchase Orders are agreed to be of no force and effect.

1.4 In the event of total or partial cancellation of any Order after BT's acceptance, Customer agrees to pay BT as a Charge any cancellation, restocking or shipment fees imposed by the Equipment Manufacturer.

2. Delivery of BT Provided Equipment

2.1 Target delivery lead times will be those advised by Equipment Manufacturer of the BT Provided Equipment. BT will use reasonable endeavors to deliver the BT Provided Equipment by the date quoted by the equipment Manufacturer and agreed with the Customer but all dates are estimates and BT shall have no liability to Customer or any third party for delivery delay.

2.2 Delivery of the BT Provided Equipment will be F.O.B Origin and shipped to Customer's address(es) designated in writing by Customer and may be shipped in lots determined by BT.

2.3 If the Customer delays or prevents the delivery of the BT Provided Equipment, BT may apply reasonable additional charges for any costs incurred.

3. Returns

Except as provided in the Equipment Manufacturer's warranty with regard to warranty claims, all BT Provided Equipment sales are final and no returns will be accepted without BT's written agreement.

4. Security Interest

Customer hereby grants BT a purchase money security interest in BT Provided Equipment until payment of the purchase price in full. Customer agrees to execute financing statements and other documents as BT may reasonably request and acknowledges that this Addendum constitutes a proper security agreement to be used in connection with any such financing statement.

5. Ownership and License

Title to the BT Provided Equipment and all risk of loss or damage shall pass to Customer F.O.B origin upon delivery to the common carrier at BT's sales distribution point, provided that for any software component of the BT Provided Equipment, Customer will be granted a non-exclusive, non-transferable license from the Equipment



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Manufacturer as provided in the software license agreement included with the BT Provided Equipment shipment or otherwise found on the Equipment Manufacturer's website.

6. BT Provided Equipment and Installation Services Warranty

6.1 NOTHING IN THIS STANDARD SERVICES AGREEMENT SHALL AFFECT THE EQUIPMENT MANUFACTURER'S WARRANTIES. THE ONLY WARRANTY APPLICABLE TO BT PROVIDED EQUIPMENT IS THE WARRANTY PROVIDED DIRECTLY BY THE EQUIPMENT MANUFACTURER AS ENCLOSED WITH THE CUSTOMER SHIPMENT OR FOUND ON THE EQUIPMENT MANUFACTURER'S WEBSITE. ANY AND ALL INSTALLATION SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. CUSTOMER MUST NOTIFY BT PROMPTLY OF ANY CLAIMED BREACH OF ANY INSTALLATION SERVICES WARRANTIES. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF SUCH WARRANTY SHALL BE, AT BT'S OPTION, RE-PERFORMANCE OF THE INSTALLATION SERVICES OR RETURN OF THE PORTION OF THE FEES PAID TO BT BY CUSTOMER FOR SUCH NONCONFORMING INSTALLATION SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

6.2 If the Customer detects a fault in the BT Provided Equipment during the Equipment Manufacturer's warranty period then the Customer will return the BT Provided Equipment, in its original wrapping to BT's supplier using the return address label provided. If the fault is due to a cause covered by the Equipment Manufacturer's warranty, a replacement will be provided. If no fault is found, or the fault is from a cause not covered under the Equipment Manufacturer's warranty, BT will return the BT Provided Equipment to the Customer and charge for shipping.

6.3 The Customer also agrees: (a) to care for and use the BT Provided Equipment in accordance with any of BT's and the Equipment Manufacturer's instructions and to use it only for a purpose for which it is designed; (b) to make any configuration changes in accordance with and within the limits specified in the Equipment Manufacturer's documentation; and (c) to co-operate in diagnosing faults by carrying out any diagnostic and test routines requested by BT or included in the Equipment Manufacturer's instructions, and in allowing BT to carry out remote diagnostic tests, where appropriate.

7. Charges and Payment In addition to the provisions of PSA Section 5:

7.1 Unless otherwise stated, BT Provided Equipment prices exclude shipping charges. Delivery is completed within Business Hours, and the Customer will be liable for any additional charges for Delivery outside of Business Hours.

7.2 The Customer shall pay BT the purchase price, as set forth in the Purchase Order or Quote, and all applicable shipping, handling and insurance charges. BT will use standard ground shipping unless otherwise stated in the Quote or Purchase Order, or as requested by the Customer. BT shall advise the Customer if a shipping option other than the standard ground shipping will apply, or if any special handling charges will apply, and Customer may elect to confirm or cancel the Purchase Order subject to this Section 7.2.

8. Intellectual Property in BT Provided Equipment

8.1 In addition to the provisions of PSA Section 9, the Customer will keep the Software and any operating manuals and other documentation supplied with the BT Provided Equipment confidential, and will not disclose them other than to its employees, agents or contractors who need to use them to operate the BT Provided Equipment. The Customer will ensure that such employees, agents and contractors abide by the provisions of this Section 8.

8.2 The Customer shall contact the Equipment Manufacturer directly and promptly (and shall notify BT, copying any correspondence to BT), in the event of any breach or potential breach of the Equipment Manufacturer's software license.



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Definitions

“Business Hours” means the local working hours where a Site is located unless otherwise advised to the Customer by BT shall mean 09.00am – 5.00pm local time.

“Equipment Manufacturer” means the manufacturer of the BT Provided Equipment

“Purchase Order” means the Customer’s purchase order form that specifies the information required for Customer to order BT Provided Equipment pursuant to this Standard Services Agreement.

“Quote” means a price quote delivered by BT for the BT Provided Equipment and/or installation services. A Quote can function as an Order when signed by both parties.