

Service Schedule

Webex Meetings Flex Plan delivered by BT

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Words defined in the General Terms and Conditions

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

Part A – The Cisco WebEx Flex Plan Service

1 Service Summary

- 1.1 CommuniCloud Japan Co., Ltd. (COMMUNICLOUD), that service offering is supported by BT, will provide the Customer with the right to access and use the cloud-based collaboration software which will allow the Customer to communicate and share content in a virtual meeting space comprising any of the Service Options up to the point of the Service Management Boundary as set out in Paragraph 3 ("**WebEx Meetings Flex Plan delivered by BT**").
- 1.2 Order will be executed for each Service ordered separately or set of Services ordered separately. Any additional Orders will be co-terminus with their first Order unless stated otherwise in the Order. Customer will sign up to a Minimum Period of Service for each Order.
- 1.3 The Customer shall ensure they flow down appropriate terms to Users including ensuring Users agree to and are bound by the terms set out in Paragraph 5.7.

2 Service Options

COMMUNICLOUD, that service offering is supported by BT, will provide the Customer with any of the following options ("**Service Options**") as set out in any applicable Order and in accordance with the details as set out in that Order:

- 2.1 **Webex Meetings:** Webex Meetings is a cloud-based web and video conferencing service that enables global and virtual teams to collaborate on mobile devices and standards-based video systems in real time. The Customer can select from Subscriptions Licences options which offer differing Service Models depending on the Subscription Licence selected. More information is set out in the Product Description.
- 2.2 **Audio Service:** Audio Service is an audio-conferencing Service Option that integrates into Webex Meetings using either Cisco Cloud Connected Audio ("CCA"), VoIP or a combination of both. The Customer will select what method of Audio Service the Customer would like on the Order.
- 2.3 **Webex Teams:** Webex Teams is a cloud-based messaging application that is an optional service provided when the Customer has ordered Webex Meetings
- 2.4 **Support Services:** COMMUNICLOUD will provide the following Support Service for Webex Meetings, Webex Teams and the Audio Service in addition to the Service Desk:
 - 2.4.1 technical support, troubleshooting, diagnostics and incident resolution based on the following priority levels:
 - (a) Priority 1 – service outage or significant degradation affecting all or significant numbers of Users' ability to use the Service, where no workaround is available;
 - (b) Priority 2 – a significant interruption to Users' ability to fully use all features of the Service with other functionalities remaining Operational;
 - (c) Priority 3 – minimal interruption to the Service that does not prevent the operation of the Service, issue affecting an individual User; and
 - (d) Priority 4 – the Service is Operational. Requests for information, password resets, global access numbers.
 - 2.4.2 creation, and management of the Service including sending communications to Users with on- going guidance and advice on how to best use the Service;
 - 2.4.3 bulk uploads and bulk deletions of Accounts;
 - 2.4.4 monitoring and management of the Service;
 - 2.4.5 strategy planning to help adoption of the Service by Users;
 - 2.4.6 access to a BT managed web portal for Webex Meetings and the Audio Service which will allow the Customer to:
 - (a) view an overview of the Service;
 - (b) access training materials; and
 - (c) global access numbers to use the Service

- 2.5 **Service Integration:** COMMUNICLOUD will provide the Customer with Service Integration Assistance as set out in any applicable Order. COMMUNICLOUD will not be responsible for any service integration assistance the Customer orders from a third party, including any professional services ordered directly by the Customer from the Supplier. Service Integration Assistance will be considered as Professional Service and is limited to design and scoping and will be subject to:
- 2.5.1 confirmation from COMMUNICLOUD that applications or software the Customer requests to integrate with the Service is compatible with the Service;
 - 2.5.2 the Customer ensuring that the Customer has all necessary consents, licences or other authorisations required to use, and allow COMMUNICLOUD to integrate, the applications or software with the Service;
 - 2.5.3 the Customer owning the design, support, and deployment of the Service Integration; and
 - 2.5.4 the Customer complying with all instructions, implementation and deployment steps that COMMUNICLOUD notifies the Customer of.
- 2.6 **Co-branding:** Where the Customer requires co-branding of the Service with COMMUNICLOUD this will be set out in the Order and the specific details of the co-branding required will be agreed between the Parties.
- 2.7 The countries in which the Audio Service can be provided are set out in the Product Description.

3 Service Management Boundary

- 3.1 COMMUNICLOUD will provide and manage the Service supported by BT in accordance with Parts A, B and C of this Schedule and as set out in any applicable Order. For the Audio Service, COMMUNICLOUD will be responsible for the BT audio platform and the PSTN audio access provided by BT ("**Service Management Boundary**"). For the avoidance of doubt, COMMUNICLOUD is not responsible for the connections to the Audio Service provided by BT such as mobile connectivity, quality issues caused by internet (including wi-fi) or local network issues.
- 3.2 COMMUNICLOUD is not responsible for any Service degradation, impairment or unavailability associated with the Internet.
- 3.3 COMMUNICLOUD will have no responsibility for the Service outside the Service Management Boundary.
- 3.4 COMMUNICLOUD does not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software.
- 3.5 COMMUNICLOUD will have no responsibility for any Service impairment caused by User equipment or Customer Equipment.

4 Associated Services

4.1 Enabling Services

The Customer will ensure that the Customer has the following services in place and that are necessary for the Service to function and will ensure that these services meet the minimum technical requirements that COMMUNICLOUD specifies (the "**Enabling Services**"):

- 4.1.1 any hardware, software, operating system, browser, equipment and infrastructure required to access the Service;
 - 4.1.2 an Internet connection in place that will connect to the Service; and
 - 4.1.3 any configurations including for network, security and performance.
- 4.2 If COMMUNICLOUD provides the Customer with any services other than the Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms

5 Specific Terms

5.1 Minimum Period of Service, Minimum Revenue Commitment and Renewal Periods

- 5.1.1 Subject to Paragraph 5.7.7, unless either:
- (a) one of us gives Notice to the other of an intention to terminate the Service at least 45 days before the end of the applicable Minimum Period of Service or a Renewal Period of an Order; or
 - (b) on the initial Order the Customer has selected not to auto-renew the Service, then, at the end of the Minimum Period of Service or Renewal Period the Service will automatically extend for a Renewal Period and COMMUNICLOUD and the Customer will continue to perform each of their obligations in accordance with the Agreement. The Renewal Period will continue to automatically

extend until Notice to terminate is given by either COMMUNICLOUD or the Customer.

- 5.1.2 If COMMUNICLOUD gives Notice to the Customer of an intention to terminate the Service at least 30 days before the end of the Minimum Period of Service or a Renewal Period as applicable, COMMUNICLOUD will cease delivering the Service on the last day of the Minimum Period of Service or subsequent Renewal Period as applicable.
- 5.1.3 COMMUNICLOUD may make changes to an Order to ensure compliance with Applicable Law or as set out in Paragraph 5.8.5 and such changes will apply to from that Customer's Renewal Date
- 5.1.4 In addition to Paragraph 5.2.3, COMMUNICLOUD may propose changes to an Order by giving the Customer Notice at least 60 days prior to the end of the Minimum Period of Service and each Renewal Period as applicable ("**Notice to Amend**").
- 5.1.5 Within 15 days of any Notice to Amend, the Customer will provide COMMUNICLOUD Notice:
 - (a) agreeing to the changes COMMUNICLOUD proposed, in which case those changes will apply from the beginning of the following Renewal Period;
 - (b) requesting revisions to the changes COMMUNICLOUD proposed, in which case COMMUNICLOUD and the Customer will enter into good faith negotiations during the remainder of that Minimum Period of Service or Renewal Period, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period; or
 - (c) terminating the Service at the end of the Minimum Period of Service or Renewal Period, as applicable.
- 5.1.6 If COMMUNICLOUD and the Customer has not reached agreement in accordance with Paragraph 5.2.5 (b) 45 days before the end of the Minimum Period of Service or the Renewal Period, the Service to the Customer shall terminate at the end of the Minimum Period of Service or Renewal Period.
- 5.1.7 During the Minimum Period of Service and any Renewal Period the Customer will commit to spend the total revenue amount equal to the Committed Monthly Spend, as specified in any Order, charged each month for the duration of the Minimum Period of Service and any Renewal Periods ("**Minimum Revenue Commitment**").

5.2 Termination for Convenience by the Customer

- 5.2.1 The Customer may, at any time after the Operational Service Date and without cause, terminate the Service by giving 60 days' Notice to COMMUNICLOUD, subject to the charges set out in Paragraph 5.3.
- 5.2.2 The Customer may terminate the Agreement by giving 60 days' Notice to COMMUNICLOUD and the Customer shall pay the charges set out in Paragraph 5.33.

5.3 Termination Charges

5.3.1 Termination Charges

If the Customer terminates an Order placed under this Agreement or the Service provided to the Customer for any reason, the Customer will pay COMMUNICLOUD:

- (a) all outstanding Charges or payments due and payable under any applicable Orders for Services already provided;
 - (b) De-installation Charges; and
 - (c) any other Charges as set out in any applicable Order.
- 5.3.2 In addition to the Charges set out at Paragraph 5.3.1 above, if the Customer terminates an Order or the Service for convenience in accordance with Paragraph 5.2.2 of this Schedule or COMMUNICLOUD terminates an Order or the Service for the Customer breach in accordance with General Terms and Conditions during the Minimum Period of Service or Renewal Period the Customer will pay Termination Charges, as compensation, equal to the greater of 100 per cent of the Minimum Revenue Commitment, or where there is no Minimum Revenue Commitment then 100% of the Recurring Charges, for any remaining months of the Minimum Period of Service or Renewal Period.
- 5.3.3 The payment of Termination Charges will not be COMMUNICLOUD's sole and exclusive remedy where COMMUNICLOUD terminates the service.

5.4 Service Transition

- 5.4.1 If the Customer is transitioning the Customer existing services to COMMUNICLOUD, the Customer will provide any information or access COMMUNICLOUD requests at least 90 days before the Operational Service Date, including:
 - (a) information relating to the service to be transitioned with relevant specifications, including:
 - (i) domains;
 - (ii) settings; and

(iii) network diagrams.

5.4.2 Any changes to the information provided in accordance with Paragraph 5.4.1 (a) will be made in writing and:

- (a) may cause delay to the transition of the Customer service; and
- (b) may result in a change to the Charges to reflect the revised scope of the Service. Any such changes shall be agreed by submission of a new Order.

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

5.5 Access to Emergency Services

COMMUNICLOUD will not provide the ability for Customer and its Users to call the emergency services e.g. by dialling "999" or "112" or the local variant and the Customer will make alternative arrangements for Users, including the maintenance of a fixed telephone number.

5.6 Licence

5.6.1 COMMUNICLOUD grants the Customer a limited, revocable, non-exclusive, non-sub licensable, non-transferrable licence to:

- (a) use the Service for the Customer's own internal business purposes; and
- (b) use the Service for the Customer's own internal business purposes; and
- (c) in accordance with the terms of this Agreement, ("**Licence**")

5.6.2 The Customer will not:

- (a) modify, alter with, repair or otherwise create derivative works of any Software or Supplier Software;
- (b) reverse engineer, disassemble or decompile the Service or apply any other processes or procedures to derive the source code of any Software or Supplier Software;
- (c) access or use the Service in a way intended to avoid incurring Charges or exceeding any usage limits or quotas;
- (d) provide third parties with access to the Service, including without limitation, as part of a service bureau, outsourcing, hosting, managed or any other provisioned service; and
- (e) except as set out in Paragraph 7.2.10, resell or sublicense the Service.

5.7 UCA, EULA, Offer Description and Product Description

5.7.1 COMMUNICLOUD will only provide the Service if the Customer and the Customer's Users agree:

- (a) to the "End User License Agreement" set out at www.cisco.com/go/eula ("**EULA**") as applicable to the Services procured;
- (b) to the terms set out in the "Universal Cloud Agreement" in the form set out at https://www.cisco.com/c/dam/en_us/about/doing_business/legal/docs/universal-cloud-agreement.pdf ("**UCA**"); and
- (c) to the terms set out in the "Offer Description" for the Service procured that can be found at <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html> ("**Offer Description**").

5.7.2 The Customer and the Customer's Users will observe and comply with the UCA, Offer Description and EULA for all use of the Service.

5.7.3 The Offer Description may include services that are not provided by COMMUNICLOUD under the Service. For a more detailed description of the Services provided as part of the Service Options please refer to the Product Descriptions.

5.7.4 The Product Descriptions are not contractual documents and are provided to the Customer for information purposes only.

5.7.5 In addition to any suspension rights set out in the General Terms and Conditions, if the Customer do not comply with the UCA, Offer Description or EULA, COMMUNICLOUD may restrict or suspend the Service upon reasonable Notice, and:

- (a) the Customer will continue to pay the Charges for the Service until the end of the Minimum Period of Service or any Renewal Period; and
- (b) COMMUNICLOUD may charge a re-installation fee to re-start the Service.

5.7.6 The Customer will enter into the UCA, Offer Description and EULA for the Customer's own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the UCA, Offer Description and EULA are between the Customer and the Supplier and the Customer will deal with the Supplier with respect to any loss or damage suffered by the Customer as

such loss or damage will not be enforceable against COMMUNICLOUD.

5.7.7 Where the Supplier terminates any of the Service Options outside the Minimum Period of Service or Renewal Period COMMUNICLOUD shall have the right to terminate the applicable Service Option in accordance with the timescales set out in the EULA, UCA and Offer Description.

5.8 Invoicing

5.8.1 COMMUNICLOUD will invoice all Charges in the currency set out in the Order.

5.8.2 Unless set out otherwise in any applicable Order, COMMUNICLOUD will invoice the Customer for the following Charges in the amounts set out in any applicable Order:

- (a) Recurring Charges, except Usage Charges, monthly in advance and for any period where the Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
- (b) Usage Charges, monthly in arrears, calculated at the then current rates; and
- (c) Professional Services Charges.

5.8.3 COMMUNICLOUD may invoice the Customer for any of the following Charges in addition to those set out in any applicable Order:

- (a) Charges for investigating Incidents that the Customer reports to COMMUNICLOUD where COMMUNICLOUD finds no Incident or that the Incident is caused by something for which COMMUNICLOUD is not responsible under the Agreement;
- (b) Charges for commissioning the Service in accordance with Paragraph 6.2 outside of Business Hours;
- (c) Charges for expediting provision of the Service at the Customer's request after the Operational Service Date has been agreed;
- (d) any Termination Charges incurred in accordance with Paragraph 5.3 upon termination of the Service; and
- (e) any other Charges as set out in any applicable Order or as otherwise agreed between COMMUNICLOUD and the Customer.

5.8.4 Charging for the Services will commence on the Operational Service Date.

5.8.5 COMMUNICLOUD may adjust the local Usage Charges to access the Service to reflect changes in charges COMMUNICLOUD incurs relating to such Usage Charges which are due to a regulatory change. Price adjustments will be effective from the billing period following Notice to the Customer.

5.11 Use of The Customer's Name and Logo

5.11.1 Any requirement to co-brand a Site will be set out in the Order and by setting out this requirement in the Order the Customer consents to COMMUNICLOUD's use, and the Supplier's use, of the Customer name and logo to create a co-branded Site as part of delivery of the Services.

5.11.2 Nothing in this Schedule transfers any rights or ownership in the Customer name and logo to COMMUNICLOUD or the Supplier.

Part B – Service Delivery and Management

6 COMMUNICLOUD's Obligations

6.1 Service Delivery

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

6.2 Commissioning of the Service

Before the Operational Service Date, COMMUNICLOUD will:

6.2.1 configure the Service, including;

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

6.2.2 Confirm with the Customer that the above is completed successfully and agree with the Customer acceptance of the Service.

6.3 During Operation

- 6.3.1 On and from the Operational Service Date, COMMUNICLOUD:
- 6.3.2 will respond and use reasonable endeavours to remedy an Incident without undue delay if COMMUNICLOUD detects or if the Customer reports an Incident;
- 6.3.3 may carry out Maintenance from time to time and will inform the Customer at least five Business Days before any Planned Maintenance on the Service, however, COMMUNICLOUD may inform the Customer with less notice than normal where Maintenance is required in an emergency or is not part of the Supplier's published maintenance schedule;
- 6.3.4 may, in the event of a security breach affecting the Service, require the Customer to take actions including but not limited to:
 - (a) communicating with Users that they need to make changes including updating software; and
 - (b) change any or all of the User's password.

6.4 The End of the Service

On termination of the Service by either of us, COMMUNICLOUD will provide configuration information relating to the Service provided at the Site(s) in a format that COMMUNICLOUD reasonably specifies.

7 The Customer's Obligations

7.1 Service Delivery

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

- 7.1.1 confirm and maintain the connection of the Service to each Enabling Service;
- 7.1.2 be responsible for all Content displayed, uploaded, exchanged or transmitted on or through the Service;
- 7.1.3 create and manage all the Accounts for Users of Webex Teams;
- 7.1.4 be responsible for domain management, including configuration;
- 7.1.5 provide COMMUNICLOUD with a signed end user information form ("**EUIF**") for Active Users and Enterprise Agreements for Webex Meetings before the initial or renewal Order is submitted.
- 7.1.6 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:
 - (a) inform the Customer's Users that as part of the Service being delivered by COMMUNICLOUD, COMMUNICLOUD may monitor and report to the Customer the use of any targeted applications by them;
 - (b) ensure that the Customer's Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required); and
 - (c) agree that COMMUNICLOUD will not be liable for any failure by the Customer to comply with this Paragraph 7.1.6, the Customer will be liable to COMMUNICLOUD for any Claims, losses, costs or liabilities incurred or suffered by COMMUNICLOUD due to the Customer's failure to comply with this Paragraph 7.1.6.
- 7.1.7 inform its Users of the list of countries where VoIP Access, Call Back and Dial Out usage and features are prohibited by law or other regulations as set out in the Product Description;
- 7.1.8 ensure that the identification of Named User is unique to an individual and not of a generic nature; and
- 7.1.9 not allow a Named User or Active User unique account details to be shared or used by anyone other than the designated Named User or Active User.

7.2 During Operation

On and from the Operational Service Date, the Customer will:

- 7.2.1 ensure that the Customer reports Incidents to the Service Desk;
- 7.2.2 monitor and maintain any Customer Equipment and/or network connected to the Service or used in connection with the Service;
- 7.2.3 ensure that any Customer Equipment and/or network that is connected to the Service or that the Customer use, directly or indirectly, in relation to the Service is:
 - (a) capable of supporting connectively to the Service;
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the Service and will not harm or damage COMMUNICLOUD

- Equipment, the COMMUNICLOUD Network, or any of COMMUNICLOUD's suppliers' or subcontractors' network or equipment; and
- (d) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;
- 7.2.4 immediately exit the Service and disconnect any Customer Equipment and/or network, or advise COMMUNICLOUD to do so at the Customer's expense, where the Service and/or Customer Equipment:
- (a) does not meet any relevant instructions, standards or Applicable Law; or
 - (b) contains or creates material that is in breach of the Acceptable Use Policy, UCA or EULA and the Customer is contacted by COMMUNICLOUD about such material, and redress the issues with the Customer Equipment and/or network prior to reconnection to the Service;
- 7.2.5 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;
- 7.2.6 maintain a written list of current Hosts and provide a copy of such list to COMMUNICLOUD within five Business Days following COMMUNICLOUD's written request at any time;
- 7.2.7 ensure the security and proper use of all valid Hosts access profiles, passwords and other systems administration information used in connection with the Service and:
- (a) abide by BT's Security Best Practice Policy;
 - (b) immediately terminate access for any person who is no longer a Host;
 - (c) inform COMMUNICLOUD immediately if a Host's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
 - (d) take all reasonable steps to prevent unauthorised access to the Service;
 - (e) satisfy COMMUNICLOUD's security checks if a password is lost or forgotten; and
 - (f) change any or all passwords or other systems administration information used in connection with the Service if COMMUNICLOUD requests the Customer to do so in order to ensure the security or integrity of the Service.
- 7.2.8 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order;
- 7.2.9 not resell the Service to any third party unless:
- (a) the Customer has received the prior written approval of COMMUNICLOUD; and
 - (b) COMMUNICLOUD has received the approval from the Supplier that the third party is an approved re-seller of Services;
- 7.2.10 not allow any Host Account to be used by more than one individual User unless it has been reassigned in its entirety to another User, in which case the Customer will ensure the prior User will no longer have any right to access or use the Service;
- 7.2.11 ensure the Customer and the Customer's Users:
- (a) only use VoIP for two way VoIP transmissions via the Webex Meetings;
 - (b) do not use the VoIP Access to make PSTN calls via Webex Meetings;
 - (c) do not use VoIP Access from Devices located in countries where such usage is prohibited by law or other regulation; and
 - (d) comply with laws applicable to the use of VoIP based services in the jurisdiction where such User initiates the connection to the IP network reaching the Service with VoIP Access.
- 7.2.12 ensure Users will not use, or attempt to use Call Back, Call Me and Dial Out features in countries where such use is prohibited by law or local regulations.
- 7.2.13 use reasonable endeavours to accept any changes from the Supplier that COMMUNICLOUD communicates to the Customer, including end of sale, end of life, security updates and software upgrades;
- 7.2.14 agree that COMMUNICLOUD will not be liable for any failure by the Customer to comply with this Paragraph 7.2 and the Customer will be liable to COMMUNICLOUD for any Claims, losses, costs or liabilities incurred or suffered by COMMUNICLOUD due to the Customer's failure to comply with this Paragraph 7.2.
- 7.2.15 ensure that the identification of Named Users is unique to an individual and is not of a generic nature; and
- 7.2.16 not allow a Named User or Active User unique account details to be shared or used by anyone other than the designated Named User or Active User.

8 Notification of Incidents

Where the Customer becomes aware of an Incident:

- 8.1 the Customer will report it to the Service Desk, in accordance with Paragraphs 7.2.1 and 7.2.2, providing all requested details;
- 8.2 COMMUNICLOUD will give the Customer an Incident reference;
- 8.3 COMMUNICLOUD will inform the Customer when it believes the Incident is cleared and will close the Ticket when:
 - 8.3.1 the Customer confirms that the Incident is cleared; or
 - 8.3.2 COMMUNICLOUD has attempted unsuccessfully to contact the Customer to confirm resolution, in the way agreed between COMMUNICLOUD and the Customer in relation to the Incident, and the Customer has not responded within 24 hours following COMMUNICLOUD's attempt to contact the Customer.
- 8.4 If the Customer confirms that the Incident is not cleared within 24 hours after having been informed, COMMUNICLOUD will re-open the Ticket, and COMMUNICLOUD will continue to work to resolve the Incident.
- 8.5 Where COMMUNICLOUD becomes aware of an Incident that may impact on the Customer's services, Paragraphs 8.2, 8.3 and 8.4 will apply.

Part C – Service Levels

9. Service Levels

If Service Levels apply to the Service these will be set out in the Order.

Part D – Defined Terms

10. Defined Terms

In addition to the defined terms in the General Terms and Conditions, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms and Conditions, these defined terms will take precedence for the purposes of this Schedule). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for the Customer to find the definitions when reading this Schedule.

“Acceptable Use Policy” means the policy set out in an Annex to the Schedule.

“Account” means an identifier used to access the Service;

“Active User” means the number of Knowledge Workers that access the Service and Host at least one Webex Meeting.

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

“Administrator” means the Customer's designated employee who has administrator rights and responsibilities to the Service;

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

“BT Network” means the communications network owned or leased by BT and used to provide the BT Compute Protect firewall service.

“BT's Security Best Practice Policy” means the policy set out in Annex 2 to this Schedule.

“Call Back” means when a User joins a Webex Meeting and selects “call me”. The User enters the telephone number to be called on, then BT will deliver the call from the Audio Service to the appropriate Users phone.

“Cisco Cloud Connected Audio” “CCA” is the Supplier's Audio Service procured through BT.

“Cisco Unified Communications Manager” is an enterprise call control and session management platform that connects people anywhere, using any device.

“Committed Monthly Spend” means the amount the Customer shall spend as specified in any Order, charged for each month for the duration of the Minimum Period of Service and Renewal Periods.

“Content” means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material uploaded or used in connection with the Service.

“Customer Equipment” means any equipment including any software, other than BT Equipment, used by the Customer in connection with the Service.

“De-installation Charges” means the costs associated with decommissioning the Service.

“Device” means any PC, mobile handset, laptop, tablet or other item of handheld equipment, including all peripherals.

“Dial In” means when a User enters a telephone number to join the Audio Service.

“Dial Out” means when the Host enters the telephone number to join a User into a Webex Meeting, then BT will deliver the dial-out from the Audio Service to the appropriate telephone number.

“Effective Date” means the date that COMMUNICLOUD and Customer sign this Schedule.

“Enabling Service” has the meaning given in Paragraph 4.1.

“End of Life” is the point at which any element of the Service is no longer supported by COMMUNICLOUD as a result of the Supplier no longer supporting such element.

“Enterprise Agreement” is a Service that requires that Named User accounts are deployed and assigned to all Knowledge Workers;

“Enterprise Agreement Subscription Licence” is a Subscription Licence where the Customer is required to pay for enterprise wide usage and is more fully described in the Product Description.

“EUIF” means end user information form.

"Host" means the Customer's User who holds an Account.

"Incident" means an unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.

"Internet" means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

"Internet Protocol" or **"IP"** means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

"Knowledge Workers" means the Customer's employees and contractors who use computing or communication devices capable of running the Service as part of their job duties performed on the Customer's behalf.

"Maintenance" means any work on the BT Network or Services, including to maintain, repair or improve the performance of the BT Network or Services.

"Minimum Revenue Commitment" has the meaning given to it in Paragraph 5.1.77

"Minimum Term" means a period of [x] months from the Effective Date and any subsequent period entered into by COMMUNICLOUD and the Customer.

"Minimum Period of Service" means a minimum period of 12 consecutive months beginning on the Operational Service Date, unless set out otherwise in any applicable Order.

"Named User" is an employee that the Customer register and provision to access the specified Service.

"Named User Subscription Licence" is a Subscription Licence where the Customer is required to pay on a per User basis and is more fully described in the Product Description;

"Notice" means any notice to be given by either Party to the other Party under the Agreement in accordance with the General Terms and Conditions.

"Notice" means any notice to be given by either Party to the other Party under the Agreement in accordance with the General Terms and Conditions.

"Notice to Amend" has the meaning given in Paragraph [5.1.4](#).

"Offer Description" has the meaning given in Paragraph [5.7.1\(c\)](#).

"Operational" means:

- (a) in respect of Webex Teams, the ability to send or receive messages; and
- (b) in respect of Webex Meetings, the ability as a Host who holds an Account, to start, or as a Participant, to join, a meeting which has both audio and share capabilities.

"Operational Service Date" means:

the date which is the earlier of: (i) the date that COMMUNICLOUD provision of any part of the Service is completed and goes live or (ii) 90 days from the date the signed Order is submitted to the Supplier by COMMUNICLOUD.

"Participant" means a person who is using the Service.

"Planned Maintenance" means any Maintenance COMMUNICLOUD has planned to do in advance.

"Product Description" means the document that more fully describes BT products found at <https://www.btconferencing.com/downloads-library/services/webex-product-descriptions/> or any other address that COMMUNICLOUD notifies the Customer of.

"Professional Services" means those services provided by COMMUNICLOUD which are labour related services as set out in the Schedule or the Order.

"PSTN" means Public Switched Telephone Network, which is the concentration of the world's public circuit switched telephone networks.

"Recurring Charges" means the Charges for the Service or applicable part of the Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order, and includes the Monthly Committed Spend.

"Renewal Period" means the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

"Resell" means to engage in Resale.

"Customer Equipment" means any equipment including any software, other than COMMUNICLOUD Equipment, used by the COMMUNICLOUD in connection with the Service.

"Service" means the Webex Meetings Flex Plan delivered by BT as set out in Paragraph 1.

"Service Desk" means the English speaking helpdesk that the Customer is able to contact to submit service requests, report Incidents and ask questions about the Service.

"Service Integration Assistance" is a Professional Service the Customer can order through COMMUNICLOUD as set out in this Schedule.

"Service Management Boundary" has the meaning given in Paragraph [3.1](#).

"Site" means a location at which the Service is provided.

"Subscription Licence" is a Licence that the Customer selects, as set out in the Order, for applicable Service

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Options and can be either Named User Subscription Licence, Active User Subscription Licence or Enterprise Agreement Subscription Licence.

"Supplier" means Cisco Systems, Inc of 2710 Gateway Oaks Drive, Suite 150N Sacramento CA 95833, USA.

"Supplier Software" means the machine-readable (object code) version of computer programs listed on the Supplier's price list and made available by the Supplier for license to the Customer.

"Support Services" means the COMMUNICLOUD provided services designed to support the Service Options as described in Paragraph 2.5 which will be provided in the English language only.

"Termination Charges" means any compensatory charges payable by the Customer to COMMUNICLOUD on termination of the Agreement in whole or in part or a Service as set out in a Schedule.

"Ticket" means the unique reference number provided by COMMUNICLOUD for an Incident and that may also be known as a **"fault reference number"**.

"URL" means uniform resource locator and is a reference to a web resource that specifies its location on a computer network and a mechanism for retrieving it.

"User" means the Customer's employees, contractors, agents and/or third parties (invited by the Customer) who use the Services and includes both Hosts and Participants;

"Usage Charges" means the Charges for Service or applicable part of the Service that are calculated by multiplying the volume of units that the Customer used or incurred in a period (e.g. number of agents using the Service, or the number of minutes the Service was used for) with the relevant fee as set out in any applicable Order.

"VoIP" means Voice over Internet Protocol which is the transmission of voice data over the Internet.

"VoIP Access" means the capability to access VoIP.

Annex 1 – Acceptable Use Policy

BT believes in using the power of communications to make a better world. This means that BT services should enable customers to freely express themselves and share information.

This Acceptable Use Policy ("AUP") outlines the principles that BT has adopted to govern how BT services are used in order to protect the safety and rights of others and is incorporated into and forms a part of the Agreement.

This AUP also sets out actions that may be taken in the event of breach of the AUP.

1 Introduction

- 1.1 The Customer will be responsible for the use of the Service and any breach of the AUP by its Users and any other person who uses or accesses the Service because of the Customer's failure to keep BT Equipment, Reseller Equipment or Customer Equipment secure.

2 Use of the Service

- 2.1 The Customer will not, and will procure its Users will not, use the Service in any way that BT reasonably considers to be:
 - 2.1.1 fraudulent or dishonest;
 - 2.1.2 detrimental to other internet users;
 - 2.1.3 detrimental to the provision of services to the Customer or any other BT customers; or
 - 2.1.4 damaging to BT's brand or reputation.
- 2.2 The Customer will not, and will procure its Users will not, use the Service to take, or attempt to take, any action that could:
 - 2.2.1 transfer files that are, contain or are made up of viruses, worms, Trojans, distributed denial of service, any back door or time-bomb or other harmful programmes or software designed to violate the security of BT, any other person or company; or
 - 2.2.2 prevent, block or obstruct access to any programme installed on, or data saved in, any computer or damage or harm the operation of any of these programmes or the reliability or accuracy of any of this data.

3 Use of Materials

- 3.1 The Customer will not, and will procure its Users will not, create, download, receive, store, send, publish, transmit, upload or otherwise distribute any material, including information, pictures, music, video or data, that BT reasonably considers to be:
 - 3.1.1 harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;
 - 3.1.2 promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;
 - 3.1.3 in breach of the intellectual property rights of BT or any other company or person, for example by using, distributing or copying protected or 'pirated' material without the express permission of the owner;
 - 3.1.4 in breach of the privacy or data protection rights of BT or any other person or company; or
 - 3.1.5 in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.
- 1.1 The Customer will ensure, and will procure that its User will ensure, that all material that is derived from the machines or networks that the Customer uses in connection with the Service is not in breach of this AUP.

4 Systems and Security

- 4.1 The Customer will not:
 - 4.1.1 take any action that could:
 - (a) damage, interfere with, weaken, destroy, disrupt, harm, violate, disable, overburden, overtake, compromise, hack into or otherwise adversely affect any computer system, network or the internet access of the BT Network or network of any other person or company; or
 - (b) adversely affect or tamper with BT's security, the BT Network or any system or security network that belongs to any other person or company.
 - 4.1.2 access any computer system or network belonging to any person or company for any purpose without permission, including to probe, scan or test the security of a computer system or network or to monitor data traffic;

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- 4.1.3 connect the BT Network to machines, equipment or services that do not have adequate security protection or that are able to be used by others to carry out conduct that is not allowed by this AUP; or
- 4.1.4 collect, take or harvest any information or data from any BT services, BT's system or network or attempt to undermine any of BT's servers or systems that run BT services.

5 Communicating using the Service

- 5.1 When using any Service that allows the Customer to communicate with others, including by phone, email or instant message, the Customer will not:
 - 5.1.1 communicate in any way that BT reasonably considers to be:
 - (a) spam;
 - (b) causing annoyance, inconvenience, distress, offence or anxiety to any person (for example, hoax calls);
 - (c) likely to damage, harm, ruin or affect the enjoyment of any person; or
 - (d) offensive on the grounds of race, sex, religion, nationality, disability, sexual orientation, age or any other similar categorisation;
 - 5.1.2 impersonate or otherwise misrepresent another person, or help others to do the same, which includes faking, forging or hiding email headers, subjects, sender details or caller ID details;
 - 5.1.3 send unsolicited communications such as unsolicited bulk emails or text messages, 'mailbombs', nuisance calls or advertising; or
 - 5.1.4 send any emails, make any calls or communicate with any other person or company in any way that may suggest, indicate or imply that the Reseller employees or its Customers employees are employed by BT.

6 Responsibilities of the account holder

- 6.1 The Customer use of the internet is at the Customer's own risk and it will be responsible for:
 - 6.1.1 Customer use of the internet, including any material that it accesses through the internet, and any websites or pages that it owns, runs or controls using the Service;
 - 6.1.2 all material that is stored on, or accessed or distributed by the devices that it, or Customer, use in connection with the Service; and
 - 6.1.3 making sure, when sharing the internet over a private network on Customer premises, that it or Customer network is secure and that any internet connection sharing software that it uses does not permit access from outside of its network.
- 6.2 The Customer accepts that the internet is never completely private or secure and that any data or information that the Customer send using the Service may be read or intercepted by others.
- 6.3 The Customers make sure, that its computer systems, network and equipment have the appropriate security software installed, such as up-to-date virus protection and firewalls, so that they are protected against viruses, worms, Trojans and other risks and so that others cannot access them without Customer's permission or interrupt the Customer's use of the Service and BT will not be responsible for any negative consequences that occur as a result of the Customer's failure to install appropriate security software.

7 BT's rights and responsibilities

- 7.1 BT may monitor:
 - 7.1.1 material available on the internet or the activities of other internet users; or
 - 7.1.2 any material that belongs to another person or company and that the Customer may be able to access through the Service.
- 7.2 BT will not guarantee that all material accessed through the Service is free of illegal content or content that is otherwise considered unacceptable, inappropriate or offensive.
- 7.3 If BT is aware, or reasonably believes, that the Customer has breached this AUP, BT reserves the right to take any action it deems appropriate including:
 - 7.3.1 investigating the possible breach and using the Customer's personal details to contact the Customer by email or phone to gather further information, discuss BT's concerns, or issue the Customer with a formal warning; or
 - 7.3.2 running network and computing systems to find and resolve issues covered by this AUP.

Annex 2 – BT's Security Best Practice Policy

1. Auto Lock Personal Room for secure meetings. This prevents all Participants in the lobby from automatically joining in the meeting. The Host will see a notification when Participants are waiting in the lobby and the as the Host, they will authorise the attendees to join. This can be done from My Webex > Preferences > My Personal Room on your Webex site.
2. Set "Personal Room Notifications" before a Meeting to receive an email notification when Participants are waiting for a meeting to begin. The Host will then be able to review the Participant list and expel any unauthorized attendees.
3. Schedule a Webex Meeting instead of using your "Personal Room". "Personal Rooms" URL's do not change. Improve security by scheduling a Webex Meeting which includes a one-time URL.
4. Scheduled Webex Meetings are unlisted by default by the Site Administrator for all Sites. Unlisting Webex Meetings enhances security by requiring the Host to inform the Participants, either by sending a link in an email invitation, or Hosts can enter the meeting number using the "Join Meetings" page. Listing a meeting reveals meeting titles and meeting information publicly.
5. Set a password for every Webex Meeting by creating a high-complexity, non-trivial password (strong password). A strong password should include a mix of uppercase and lowercase letters, numbers and special characters (for example, \$Tu0psrOx!). Passwords protect against unauthorised attendance because only Users with access to the password will be able to join the meeting.
6. Do not reuse passwords for meetings. Scheduling meetings with the same passwords weakens meeting protection considerably.
7. Use "Entry" or "Exit Tone" or "Announce Name Feature" to prevent someone from joining the audio portion of the Hosts meeting without the Hosts knowledge. This feature is enabled by default for Webex Meetings and Webex Training. For notifications, select Audio Conference Settings > Entry and exit tone > Beep or Announce Name. Otherwise, select No Tone.
8. Do not allow attendees or panellists to join before Host. This setting is set by default by the Site Administrator for Meetings, Training, and Events.
9. Request that invitees do not forward the invitation further, especially for confidential meetings.
10. Assign an alternate Host to start and control the meeting. This keeps meetings more secure by eliminating the possibility that the Host role will be assigned to an unexpected, or unauthorised, attendee, in case the Host inadvertently loses connection to the meeting. One or more alternate Hosts can be chosen when scheduling a meeting. An alternate Host can start the meeting and act as the Host. The alternate Host must have a User Account on your Webex Meetings website.
11. Lock the meeting once all Participants have joined the meeting. This will prevent additional Participants from joining. Hosts can lock/unlock the meeting at any time while the session is in progress.
12. Expel Participants at any time during a meeting. Select the name of the Participant to remove, then select Participant > Expel.
13. Share an application instead of sharing your screen to prevent accidental exposure of sensitive information on the screen.
14. Automatically end meetings if there is only one Participant. Enabled by the Site Administrator, Participants will be provided a 15 minute warning after scheduled end time of the meeting. The meeting will then end within 1 minute.
15. Disable setting that allows meeting Host to leave meeting without ending it. Changes to this setting are done by the Site Administrator.
16. Set password for your recordings before sharing them to keep the recording secure. Password-protected recordings require recipients to have the password in order to view them.
17. Delete recordings after they are no longer relevant.
18. Create a Host Audio PIN. The PIN is the last level of protection for prevention of unauthorised access to the personal conferencing account. Should a person gain unauthorised access to the Host access code for a Personal Conference Meeting (PCN Meeting), the conference cannot be started without the Audio PIN. Protect the Audio PIN and do not share it.
19. Do not click on emails where you don't know the sender, email has inconsistencies with grammar and/or spelling, or contain a URL you're unfamiliar with.

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Webex Meetings Flex Plan delivered by BT
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CommuniCloud Japan Co., Ltd.
4F, 1-1-25, Ougicho, Naka-ku, Yokohama, Kanagawa 231-0027 JAPAN
045-550-3527
contacts@communicloud.co.jp