



**Commonwealth of Virginia
Virginia Information Technologies Agency**

AUDIO VIDEO PRODUCTS & SERVICES

Date: May 31, 2016

Contract: VA-160519-BTC

Authorized User: Except for telecommunications contracts, means all public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*. Also includes private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at: <http://www.civ.org/Our-colleges/Profiles.aspx>.

Supplier: BT Conferencing Video Inc.
30 Braintree Hill Office Park
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Braintree, MA 02184-8747

FIN: 23-2805984

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Term: May 19, 2016 – May 18, 2018

Pricing: Exhibit C

Payment: Net 30 days

For Additional Contract Information, Please Contact:

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Supply Chain Management
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NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at: <http://www.vita.virginia.gov/procurement/contractBrowse.cfm?qsCat-1000042>



Information Technology Hardware and Maintenance Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

BT Conferencing Video, Inc.

**INFORMATION TECHNOLOGY HARDWARE AND MAINTENANCE CONTRACT
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INFORMATION TECHNOLOGY HARDWARE AND MAINTENANCE CONTRACT

THIS INFORMATION TECHNOLOGY Hardware and Maintenance CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia (hereinafter referred to as "VITA"), and ("Supplier"), BT Conferencing Video Inc. a corporation headquartered at 30 Braintree Hill Office Park, Suite 301, Braintree, MA 02184-8747 to be effective as of Contract Award Date May 19, 2016 ("Effective Date").

1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier shall provide Audio Video/Visual (AV) Products with related Services (i.e. Maintenance Repair and Operation (MRO) service, installation, training, etc.).

2. DEFINITIONS

A. Acceptance

Successful delivery and performance by the Supplier of its contractual commitments at the location(s) designated in the applicable Statement of Work or order, including completed and successful Acceptance testing in conformance with the Requirements as determined by the Authorized User in the applicable Statement of Work or order.

B. Agent

Any third party independent agent of any Authorized User.

C. Authorized Users

Except for telecommunications contracts, means all public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia. Authorized Users shall include private institutions of higher education that are listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>.

D. Business Day/Hour

Normal operating hours for the Commonwealth of Virginia: Monday-Friday, 8 a.m.-5 p.m. Eastern Standard/Daylight Time, unless otherwise specified on the applicable order or Statement of Work, excluding Commonwealth-designated holidays.

E. Computer Virus

Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.

F. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order or SOW issued hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party or (iv) is identifiable or should be reasonably considered as protected health information; (v) any personally identifiable information, including information about VITA's employees, contractors, and customers, that is protected by statute or other applicable law.

G. Consumables

Toner, drums, fuser agent, developer, ink cartridges, maintenance kits, feeder rollers, transfer kits, waste toner boxes and cleaning kits and other products which may be needed for the

operation of the Devices provided by the contractor on behalf of the Authorized User in order to fulfill the services.

H. Deliverable

The tangible embodiment of the work performed or Services, Maintenance Services, Licensed Services, Solution, Component, Software, plans, reports, data, Product, Supplier Product and Updates provided by the Supplier in fulfilling its obligations under the Contract or as identified in the applicable Statement of Work or order, including the development or creation of Work Product, if Work Product is authorized under the Contract.

I. Desktop Productivity Software

Commercial Off-The-Shelf software (COTS) general in nature, not broad enterprise applications, which can be purchased and used immediately "as is," without modification, in the same form in which it was sold in the commercial marketplace. Standard options are not considered modifications.

J. Documentation

Those materials (including user manuals, training materials, guides, product descriptions, technical manuals, product specifications, supporting materials and Updates) detailing the information and instructions needed in order to allow any Authorized User and its Agents or Application Users to make productive use of the Application, Software, Solution, Component, Product, Service, Licensed Services or Deliverable, and to implement and develop self-sufficiency with regard to the Application, Software, Solution, Component, Product, Service, Licensed Services or Deliverable, provided by Supplier in fulfilling its obligations under the Contract or as may be specified in any Statement of Work or order issued hereunder.

K. Electronic Self-Help

Any use of electronic means to exercise Supplier's license termination rights, if allowable pursuant to the Contract, upon breach or cancellation, termination or expiration of this Contract or any Statement of Work or order placed hereunder.

L. Maintenance Coverage Period (MCP)

The term during which Maintenance is to be provided for a unit of Software or Product.

M. Maintenance Level

The defined parameters of Maintenance Services, including the times during which and time-frames in which Supplier shall respond to a request for Maintenance Services. The available Maintenance Levels shall be as defined in Exhibit B hereto or as defined in any Statement of Work or order issued hereunder. The actual Maintenance Level for a unit of Software or Product shall be set forth in the executed order or Statement of Work for Maintenance of that Software or Product referencing this Contract.

N. Maintenance Services

If authorized by the Contract, means those services, preventive and remedial, provided or performed by Supplier under the Contract or for an Authorized User in order to ensure continued operation of the Software or Product, including Software Updates. Maintenance Services shall include support services. Software Maintenance Services may include the development of Work Product, if so authorized in the Contract.

O. Party

Supplier, VITA or any Authorized User.

P. Preventative Maintenance

Maintenance that can be performed in advance of an actual problem or malfunction through the monitoring of internal diagnostic reports generated automatically by print output devices.

Q. Product

Means hardware, peripherals, and any other equipment, including the System Software, all upgrades, all applicable user documentation and related accessories as set forth on Exhibit C or as specified in any Statement of Work or order provided pursuant to the Contract.

R. Receipt

An Authorized User or its Agent has physically received or has unfettered access to any Deliverable at the correct "ship-to" location.

S. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Product, Software, Solution, Component, Service(s), Application and Licensed Services and Deliverables, as authorized by the Contract and/or as set forth in Exhibit A and/or the applicable Statement of Work or order and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Parties.

T. Response Time

The time between Supplier's receipt of Authorized User's request for Maintenance and the time Supplier has notified Authorized User that it has commenced repair and resolution of the reported problem.

U. Services

Any work performed or service provided by Supplier in fulfilling its obligations under the Contract or, as applicable, any Statement of Work or order issued under the Contract, including design, and development of software and modifications, software updates, solution, products, implementation, installation, maintenance, support, testing, training, or other provision to the Authorized User of any Deliverable described in the applicable Statement of Work or order, as authorized by the Contract scope. As permitted by the scope of the Contract, may include the discovery, creation, or development of Work Product, if any. If Work Product is authorized, refer to definition for Work Product. For details about the work and services to be provided by Supplier under this Contract, see Exhibit A. This definition does not include Licensed Services.

V. Software

If Software is authorized under the Contract, means the programs and code provided by Supplier under the Contract or any order or SOW issued hereunder as a component(s) of any Deliverable or Component of any Solution, and any subsequent modification of such programs and code, excluding Work Product. For COTS (boxed) software, means the programs and code, and any subsequent releases, provided by Supplier under this Contract as set forth in Exhibit C or as described on Supplier's US and International price lists in effect at time of Authorized User's placement of order or Statement of Work. For Software Maintenance contracts Software also includes the programs and code provided by Supplier under the Contract or any order or SOW issued hereunder in the form of Software Updates.

W. Software Publisher

If Software is authorized under the Contract, means the licensor of the Software, other than Supplier, provided by Supplier under this Contract.

X. Statement of Work (SOW)

Any document in substantially the form of Exhibit D (describing the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment that Supplier commits to provide to an Authorized User), which, upon signing by both Parties, shall be deemed a part of the Contract.

Y. Supplier

Means the Supplier and any of its Affiliates (i.e., an entity that controls, is controlled by, or is under common control with Supplier).

Z. System Software

The operating system code, including software, firmware and microcode, (object code version) for each Product, including any subsequent revisions, as well as any applicable documentation.

AA.Update

As applicable, any update, modification or new release of the Software, System Software, Application, Documentation or Supplier Product that Supplier makes generally available to its customers at no additional cost. Software Updates include patches, fixes, upgrades, enhancements, improvements, or access mode, including without limitation additional capabilities to or otherwise improve the functionality, increase the speed, efficiency, or base operation of the Software.

BB.Work Product

Inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product") discovered, created, or developed by Supplier, or jointly by Supplier and an Authorized User(s) in the performance of this Contract. Work Product shall not include configuration of software.

3. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of two (2) years. VITA, in its sole discretion, may extend this Contract for up to three (3) additional one (1) year periods after the expiration of the initial two (2) year period. VITA will issue a written notification to the Supplier stating the extension period thirty (30) days prior to the expiration of any current term. In addition, performance of an order or SOW issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all contractual terms and conditions required for the operation of such order or SOW shall remain in full force and effect until all of Supplier's obligations pursuant to such order or SOW have met the final Acceptance criteria of the applicable Authorized User.

B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason.

C. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, for breach and/or default of Supplier. Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order or SOW issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier thirty (30) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order or SOW issued hereunder, in whole or in part. If an Authorized User deems the Supplier to be in breach and/or default of an order or SOW, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier thirty (30) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, such Authorized User may immediately terminate its order or SOW, in whole or in part. Any such termination shall be deemed a Termination for Breach or Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352 or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach, and VITA shall provide written notice to Supplier of such termination. Supplier shall provide prompt written notice to VITA if

Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

D. Termination for Non-Appropriation of Funds

All payment obligations from public bodies under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order or SOW, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

E. Effect of Termination

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Deliverables accepted by the Authorized User or Services, including as applicable, Licensed Services and Maintenance Services, rendered by Supplier and accepted by the Authorized User prior to the termination date.

In the event of a Termination for Breach or Termination for Default, Supplier shall accept return of any Deliverable that was not accepted by the Authorized User(s), and Supplier shall refund any monies paid by any Authorized User for such Deliverable, and all costs of de-installation and return of Deliverables shall be borne by Supplier.

F. Termination by Supplier

Termination by Supplier will not be considered.

G. Transition of Services

Prior to or upon expiration or termination of this Contract and at the request of VITA, Supplier shall provide all assistance as VITA or an Authorized User may reasonably require to transition the Supplier's contractual obligations, or any portion thereof, as requested by VITA or the Authorized User, to any other supplier with whom VITA or such Authorized User contracts for provision of same. This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier, Supplier shall provide such assistance at no charge or fee to VITA or any Authorized User; otherwise, Supplier shall provide such assistance at the hourly rate or a charge agreed upon by Supplier and VITA or an Authorized User.

H. Contract Kick-Off Meeting

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA and/or other agency project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and Sales/IFA reporting, as applicable, and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager as specified in Section 6.0 and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager.

I. Contract Closeout

Prior to the contract's expiration date, Supplier may be provided contract close out documentation and shall complete, sign and return to VITA Supply Chain Management within 30 days of receipt. This documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, SWaM Reports Completion Certificate, other required Small Business (SWaM) Procurement Plan compliance/variance and non-SWaM spend documentation as described in the Reporting section of this Contract, Sales Reports/IFA Payments Completion Certificate, and Final Payment Certificate. Supplier is required to process these as requested to ensure completion of close-out administration and to maintain a positive

performance reputation with the Commonwealth of Virginia. Any closeout documentation not received within 30 days of Supplier's receipt of the Commonwealth's request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier, including final payment, until the documentation is returned.

4. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel

Supplier shall take such steps as may be necessary to ensure that all Supplier personnel performing under this Contract are competent and knowledgeable of the contractual arrangements and the applicable order or SOW between Authorized User and Supplier. Supplier shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions of such employees, agents, and subcontractors, and shall ensure that such employees and subcontractors comply with the appropriate Authorized User's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws, including export regulations. Authorized User reserves the right to require the immediate removal from such Authorized User's premises of any employee, subcontractor or agent of Supplier whom such Authorized User believes has failed to comply with the above or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

B. Supplier Personnel Supervision

Supplier acknowledges that Supplier or any of its agents, contractors, or subcontractors, is and shall be the employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of, provide (to the extent required by law) health care and other benefits for, and terminate the employment of Supplier personnel. Neither VITA nor an Authorized User shall have any such responsibilities for Supplier or subcontractor personnel.

C. Key Personnel

An order or SOW may designate certain of Supplier's personnel as Key Personnel or Project Managers. Supplier's obligations with respect to Key Personnel and Project Managers shall be described in the applicable order or SOW. Failure of Supplier to perform in accordance with such obligations may be deemed a default of this Contract or of the applicable order or SOW.

D. Subcontractors

Supplier shall not use subcontractors to perform its contractual obligations under the Contract or any order or SOW issued thereunder unless specifically authorized in writing to do so by the Authorized User. If an order or SOW issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier shall not subcontract to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs. In no event shall Supplier subcontract to any subcontractor which is debarred by the Commonwealth of Virginia or which owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

If Supplier subcontracts the provision of any performance obligation under this Contract to any other party, Supplier will (i) act as prime contractor and shall be the sole point of contact with regard to all obligations under this Contract, and (ii) hereby represents and warrants that any authorized subcontractors shall perform in accordance with the warranties set forth in this Contract.

5. NEW TECHNOLOGY

A. Access to New Technology

Supplier will bring to VITA's attention any new products or services within the scope of the Contract that it believes will be of interest to VITA and will work to develop proposals for the provision of any such products or services as VITA requests.

B. New Service Offerings Not Available from Supplier

If new or replacement product or service offerings become available to VITA under the scope of the Contract, and cannot be competitively provided by the Supplier, VITA may purchase such new or replacement products or services from a third party, and Supplier will reasonably assist VITA to migrate to such products or services, if VITA elects to use such new or replacement product or service offerings.

If VITA elects to acquire new products or services as described in the above paragraph and such services replace existing Supplier-provided services, discount tiers and any commitments (as applicable per the Contract) will be reduced to reflect reductions in purchases of the replaced products or services.

6. DELIVERY, INSTALLATION AND ACCEPTANCE

A. Delivery Procedure

Supplier shall deliver all Product F.O.B. destination, with such destination being the "ship to" address specified in the applicable order or SOW. For orders or SOWs for which Supplier is to provide installation of the Product, Supplier shall bear all risk of loss of or damage to the Product until Receipt/Acceptance by the Authorized User. For orders or SOWs for which Supplier is not to provide installation of the Product, Supplier shall bear all risk of loss or damage to the Product until Receipt. In all cases, Supplier shall arrange and pay for all transportation and insurance sufficient to fully protect the Product while in transit. Each shipment shall include a packing slip indicating this Contract number, the Authorized User's order number, the SOW number, if applicable, the part number, a description of the Product shipped and the quantity shipped. Each package in any shipment shall be numbered, shall have stenciled on one end and one side a description of the quantity of Product contained therein by part number and description, and shall conspicuously display the number of the package in that shipment which contains the packing slip. If required by the Authorized User, Supplier shall bar code all packages shipped. If any loss to, or damage of, the Product occurs prior to Acceptance by the Authorized User, Supplier shall immediately provide a replacement item. Title to Product, excluding System Software, shall pass upon Acceptance.

Supplier shall make available all appropriate and/or related user documentation at the time of delivery of the first unit of each different Product type. Product delivered without the appropriate and required documentation shall be considered "shipped short" until the applicable documentation has been received.

B. Late Delivery

Target delivery lead times will be those advised by Equipment Manufacturer of the Products. Supplier will use reasonable endeavors to deliver the Products by the date quoted by the equipment Manufacturer and agreed with the Customer but all dates are estimates however, Supplier agrees make best commercial efforts to deliver the Product ordered in accordance with any agreed upon delivery schedule. Any Failure to deliver product which materially affects the agreed upon completion and acceptance schedule in an accepted order or SOW, which arises without the fault of the Authorized User, and excluding delays from the manufacturer which are beyond the control of Supplier, may be deemed by the Authorized User to constitute a breach of the order or SOW resulting in unspecified damages to the ordering Authorized User, the total sum of which would be impracticable or difficult to ascertain. In lieu of actual damages which such Authorized User suffers, Supplier agrees to credit the Authorized User an amount equal to one percent (1%) of the purchase price for all Products on the order or SOW which the Authorized User not reasonably able to accept and use, for each day that such Products are undelivered or are nonoperational due to Supplier's delay, for up to ten (10) days following the agreed upon order completion date. If an unmitigated delay lasts longer than ten (10) days, then the Authorized User may cancel the unaccepted parts of order or SOW and collect as late delivery liquidated damages, fifteen percent (15%) of the purchase price of the non-operational Products. Any credit due the Authorized User may be applied to the invoice for the order or SOW, or to other payments due to Supplier from the Authorized user.

If the Authorized User reasonably determines that delayed and cancelled products are commercially available from another supplier, then, following its written notice to Supplier of the cancellation for failure to meet the delivery schedule, such Authorized User, may immediately

procure the undelivered items or items similar thereto, from another the commercially available source. If the Authorized User effects a purchase from an alternate commercial source (public bodies must purchase in accordance with the Virginia Public Procurement Act, §§ 2.2-4300 et seq. of the Code of Virginia), the Authorized User may charge-back Supplier, for the difference in cost between the original order or SOW purchase price and the purchase price paid by the Authorized User's to the alternate source. In no event shall any Authorized User be held to pay Supplier any costs incurred by Supplier, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of such Authorized User's notice of breach.

Except for delays caused by the Product OEM or as describe in the Force Majeure provision of this Contract, Supplier agrees to notify Authorized User by email notification of any expected or known OEM's delay in Product delivery and to provide continuing status updates to assist Authorized User in making a timely decision on how to proceed in meeting its business needs.

C. Product Installation

As applicable to the Products, Installation shall be in accordance with the Authorized User's order or SOW. If installation by Supplier is priced in the order or SOW and in accordance with Schedule C of the Contract, then Supplier shall provide the initial installation of the Products to include: unpacking, removal of all shipping/packing materials, positioning, connecting to internal utility services, testing, and related necessary services to allow for Acceptance by the Authorized User.

All Supplier-provided Product installations shall comply with the applicable building and facilities standards provided by this Contract and the ordering Authorized User.

If such Authorized User installs the Product, then Supplier shall provide all reasonably necessary telephone assistance.

D. Product Acceptance

Product shall be deemed accepted when the ordering Authorized User determines that such Product successfully operates in accordance with the Requirements. Such Authorized User shall commence Acceptance testing within three (3) days, or within such other period as set forth in the applicable order or SOW, after Receipt/installation of the Product. Acceptance testing will be no longer than ten (10) days, or such longer period as may be agreed in writing between Authorized User and Supplier. Supplier agrees to provide to the Authorized User such assistance and advice as the Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses incurred which are reimbursable by the Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts. Any such travel expenses must be pre-approved by the Authorized User and shall be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts <http://www.doa.virginia.gov/>, or a successor URL(s). If the Authorized User is a private institution of higher education, all travel expenses shall be preapproved by such institution and will be in accordance with such institution's travel guidelines. Authorized User shall provide to Supplier written notice of Acceptance upon successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Product(s) shall be deemed Accepted.

E. Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such previously non-conforming Product for re-testing within ten (10) days of receipt of written notice of non-conformance, or as otherwise agreed between the Authorized User and Supplier in the applicable order or SOW. Should Supplier fail to cure the non-conformity or deliver Product which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Product in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Product with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Product while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of a Product to meet, in all material respects, the Requirements after the second set of acceptance tests may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its

order or SOW, in whole or in part, for the Product and any Services to be provided thereunder by Supplier.

F. Product Discontinuation

During the term of this Contract, if any Product listed on Exhibit C is discontinued and Supplier does not offer a substitute acceptable to VITA, Supplier shall, for each Authorized User who purchased the discontinued Product, continue to meet such Authorized User's needs for the discontinued Product for not less than twenty four (24) months. Additionally, Supplier shall make available to the Authorized User maintenance parts for discontinued Product for five (5) years from the date of such discontinuation. In every event within its reasonable control, Supplier will provide any Authorized User not less than sixty (60) days advance written notice of its intent to discontinue any Product type previously ordered by such Authorized User.

7. PRODUCT SUPPORT AND ADDITIONAL SERVICES

A. Authorized User or Third Party Support

1. Documentation and Support Availability

In the event that VITA terminates this Contract, and requests support documentation and maintenance and repair training materials reasonably required to enable a qualified Authorized User, to maintain and repair certain Products itself or to obtain support and maintenance services from a third-party, then Supplier shall provide VITA with training recommendations for manufacturer-provided certification training, with course details and online registration links, as required by the OEM, for qualified technical staff to provide installation, full maintenance and repair services of the Products. Supplier agrees to provide parts and support information and to make parts available to the Authorized User at the prices set forth in Exhibit C, through the balance of any remaining warranty. In addition, Supplier notify the Authorized User of any end-of-life notifications from the OEM applicable to the products for up to 90 days following the termination or the warranty expiration, whichever is later.

Customer will keep the System Software and any operating manuals and other documentation supplied with the Products confidential, and will not disclose them other than to its employees, agents or contractors who need to use them to operate the Products

2. Timeliness and Price

Supplier agrees to provide the above-referenced documentation and training recommendation and to make available or ordering spare parts and components to VITA or its duly authorized agent, within fifteen (15) days following receipt of a written request, and at a price set forth in Exhibit C, such price not to exceed Supplier's published price list, or the fair market value.

B. Engineering Changes and Product Modification

Supplier agrees to document and provide to such Authorized User any and all planned engineering changes to the Product thirty (30) days prior to incorporation if Products are under a Service contract. All engineering changes which affect the safety of the Product ("Safety Changes") or the ability of the Product to meet the published specifications ("Performance Changes"), shall be made available at no cost to the Authorized User, on the condition that the system is covered under a maintenance contract. Performance Changes that materially impact performance of the system in the Authorized User's environment will be installed at no additional cost within (30) days after issuance of the engineering change order by the Product manufacturer. Other changes, safety or otherwise, will be performed by Supplier at no additional cost if the system is covered under a Service contract. If not covered under a Service contract these changes will be performed by the Authorized User or by Supplier at mutually agreed price.

C. Parts and Maintenance Support

During the term of this Contract, Supplier agrees to make available new/certifiable as new spare parts and the Maintenance Services identified in the Maintenance Services section herein and Exhibit D hereto for each Product type ordered by an Authorized User, for up to five (5) years from the expiration of the initial Warranty Period of the last unit of any given Product type provided by Supplier to such Authorized User. Thereafter, Supplier shall advise such Authorized

User of its intent to discontinue either certain parts or maintenance services for any Product type ordered by the Authorized User.

Supplier shall notify the Authorized User within thirty (30) days receipt of notice of any such discontinuance from Original Equipment Manufacture, and shall provide to the Authorized User the opportunity to purchase spare parts in a quantity adequate to support its installed base. Should Supplier advise the Authorized User of its intent to discontinue certain parts for any Product type ordered by the Authorized User, the Authorized User has the option to request and Supplier will make reasonable commercial efforts to provide, documentation, as provided by the Original Equipment Manufacturer, to ensure ongoing support, including full maintenance and repair by the Authorized User or its designated third-party maintenance provider, within thirty (30) days prior to the discontinuance date. Authorized User may choose to trade-in the unsupported Product for a supported Product at a cost to the Authorized User, net of any trade-in credit.

D. Inventory Record

Supplier shall maintain, at no additional cost, a record of all units of Product covered under warranty/maintenance by type, quantity and location, including the end date for each unit's Warranty Period or maintenance term ("Inventory Record"). Product quantities and types may vary as Product is added or deleted from coverage, and Authorized User shall notify Supplier in writing of any Product relocated, added, or removed from service. Upon such notification, Supplier shall amend the Inventory Record to reflect such relocation, addition, or deletion of Product. Supplier shall provide, at no additional cost, a copy of the most current Inventory Record to any Authorized User upon request.

E. Product Service Record

Supplier shall maintain, at no additional cost, a Product Service Record for each unit of Product covered under warranty or maintenance. The Product Service Record shall record the following for such unit of Product: (i) installation/ relocation/ removal/ modifications; (ii) remedial actions; (iii) preventive actions; (iv) any additional services not covered by warranty or maintenance. Upon request by the Authorized User, Supplier shall provide, at no additional cost, a copy of the Product Service Record.

F. Additional Services

In addition to any on-site warranty or maintenance service obligations, Supplier shall, upon request of an Authorized User by means of an order or SOW issued in accordance with the ordering provisions of this Contract, provide additional on-site services which may include: (i) relocation of previously installed hardware; (ii) assistance to Authorized User's communications department in mutually acceptable duties related to the warranty or maintenance services provided under this Contract; and (iii) cabling, if applicable. The Authorized User shall compensate Supplier for such additional on-site services in accordance with the prices identified in Exhibit C.

Furthermore, Supplier shall, upon request of an Authorized User by means of an order or SOW issued in accordance with the ordering provisions of this Contract, provide the following services beyond those identified as warranty or maintenance service offerings: (i) service on equipment not covered by this Contract, (ii) repair of damage or replacement of parts of hardware resulting from changes in the hardware environment, extraordinary use of the hardware, or interconnected devices, or (iii) service outside the applicable hours of service specified in an executed order or SOW referencing this Contract. The charge for such services shall be at the hourly rate specified in Exhibit C and shall be inclusive of all expenses. Warranty or maintenance services requested for a unit of hardware within the forty-eight (48) hour period immediately following Remedial Maintenance performed on the same unit of hardware for the same problem, shall not be considered an additional service and shall be provided at no charge. Requests for additional services shall only be approved for payment by the Authorized User when a Product Service Record is included with the applicable invoice.

8. GENERAL WARRANTY

Supplier warrants and represents to VITA that Supplier will fulfill its contractual obligations and meet all needed requirements as described in Exhibit A as follows:

A. Ownership

Supplier has the right to perform and provide all contractual obligations and provide all needed services and products without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

B. Limited Warranty

During the warranty period as provided in the SOW, or three hundred sixty five (365) days, Supplier warrants that the Services, Solution, Solution Components, Deliverables, Product, Software, Updates, as authorized and provided by Supplier under this Contract, shall meet or exceed the Requirements. Supplier shall correct, at no additional cost to the Authorized User, all errors identified and reported during the warranty period that result in supplier's failure to meet the Requirement or its contractual obligations. For any non-service-related updates, Supplier will provide the download key from the manufacturer and upon request, assist the Customer with the download and testing of the updates but the Customer must contact the BT Helpdesk to schedule an appointment. Additional fees may apply and appointment times will be scheduled after hours/non-peak business hours. THE ONLY WARRANTY APPLICABLE TO PRODUCTS IS THE WARRANTY PROVIDED DIRECTLY BY THE EQUIPMENT MANUFACTURER AS ENCLOSED WITH THE CUSTOMER SHIPMENT OR FOUND ON THE EQUIPMENT MANUFACTURER'S WEBSITE.

C. Performance Warranty

Supplier warrants and represents the following with respect to Performance:

- i. All contractual obligations shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in Supplier's profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all plans, information, specifications, Deliverables and Services furnished under this Contract;
- ii. All contractual obligations pursuant to a particular Request for Proposal ("RFP"), quote, or Request for Quote (RFQ), and any associated Deliverables shall be fit for the particular purposes specified by VITA in the RFP and in this Contract and, if applicable, in the SOW by the Authorized User requesting such quote or issuing such RFQ, and Supplier is possessed of superior knowledge with respect to its contractual obligations and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing its contractual obligations;

D. Documentation and Deliverables

Supplier warrants the following as applicable to the Contract:

- i. The Documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a qualified user/programmer to understand and fully utilize, as applicable, the Software, System Software, Services, Maintenance Services, Product, Application, Licensed Services, Updates and Deliverables.
- ii. The Software, System Software, Services, Maintenance Services, Product, Application, Licensed Services, Updates and Deliverables provided or delivered hereunder are at the current release level unless an Authorized User specifies an older version in its order or SOW.
- iii. Engineering changes or revisions made to any Software, System Software, Services, Maintenance Services, Product, Application, Licensed Services, Updates and Deliverables provided by Supplier, shall not degrade the performance of any Software, System Software, Services, Maintenance Services, Product, Application, Licensed Services, and Deliverables to a level below that defined in the Requirements or the Product manufacturer's or Software Publisher's published specifications, as applicable, or cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software, prior to the item reaching its end-of-life, as determined by the OEM.
- iv. If Supplier's Solution or Software is provided pursuant to a particular Request for Proposal ("RFP"), quote, or Request for Quote (RFQ), then such Solution or Software, at the time of delivery and acceptance, shall meet the requirements and be fit for the particular purposes as specified by Supplier, to meet the requirements.;

v. If the Supplier's quote response to the Requirements or SOW specifies the hardware equipment that an Authorized User shall use to run the Solution, then Supplier warrants that, when used in accordance with the RFQ response and the OEM specifications, the Solution, and any subsequent Solution Component Software release of a solution component provided by Supplier under this contract, will remain compatible with and shall perform well with such hardware equipment through the term of the Authorized User's order. Further, if a requirement or SOW issued by an Authorized User pursuant to this Contract specified the hardware equipment such Authorized User shall use to run the Software, then Supplier warrants that, at the time of Acceptance, the Software, will be compatible with and shall perform as stated with such hardware. However, Supplier will in no event be liable for the compatibility of or any failure of Software if such failure is due to changes in the hardware or use of third party software by such Authorized User.

vi. No corrections, work-arounds or future Software or Solution Component Software releases provided by Supplier under the warranty provisions or under maintenance shall degrade the Solution, cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software.

vii. Supplier warrants that the Documentation and all modifications or amendments thereto which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a qualified user/programmer to understand fully the Solution or Solution Component or to load/use/operate the Software.

E. Malicious Code

Supplier will use commercially reasonable efforts to ensure that the licensed software and the solutions provided under this contract; 1) do not include known Computer Viruses; 2) will not incorporate undocumented malicious features into any Solution, Solution Component, Deliverables, Product, Software, System Software, Update, Application and/or Licensed Service, at the time of delivery to the Authorized User; 3) as obligated and provided by Supplier under the order or SOW, does not contain any undocumented embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any duly-authorized Authorized User's use of the Solution, Solution Components, Deliverables, Product, Software, System Software, Application and/or Licensed Service as proposed.

Supplier hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help.

Supplier agrees that an Authorized User may seek injunctive relief in the event of a breach or threatened breach of this Section.

F. Open Source

Supplier will notify all Authorized Users if the Solution, Solution Components, Deliverables, Product, Software, Updates, Application and/or Licensed Services, as obligated and provided by Supplier, contains any Open Source code and identify the specific Open Source License that applies to any embedded code dependent on Open Source code, provided by Supplier under this Contract.

G. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of a potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

H. Supplier's Past Experience

Supplier warrants that it has met similar contractual obligations and fulfilled the Requirements as set forth in Exhibit A and in this Contract, in similar or greater complexity, to other customers without significant problems due to Supplier's performance and without causing a contractual breach or default claim by any customer.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

9. WARRANTY AND REMEDY OF PRODUCT

The warranty applicable to Supplier- provided equipment is the warranty provided directly by the equipment manufacturer as enclosed with the shipment or found on the equipment manufacturer's website or as described in the SOW or order. Upon delivery, the Product shall: i) be free of defects in material, design and workmanship; ii) be new and in Operating Condition; and iii) have all released engineering changes released to date already installed;

If the Customer detects a fault in the Supplier- provided Product during the Equipment Manufacturer's warranty period then the Authorized user will return the faulty Supplier-provided Product using the return address label provided by Supplier. If the fault is due to a cause covered by the Equipment Manufacturer's warranty, then a replacement Product will be provided.

A. Product

Supplier warrants the following with respect to the Product:

- i). The Product shall be free of defects in material, design and workmanship;
- ii). Upon delivery, the Product shall be new and in Operating Condition and shall have all released engineering changes released to date already installed;
- iii). Supplier shall not disable any Authorized User's use of System Software through remote access or otherwise. If the System Software contains authorization codes allowing access to a data base or other software, Supplier warrants that such codes shall be perpetual and non-expiring.

B. Warranty Services

During the warranty period as provided in the SOW or three hundred sixty five (365) days, or as specified in the applicable order Supplier warrants that the Product shall meet or exceed the Requirements. Supplier shall provide warranty services (including unlimited telephonic support and all necessary travel and labor) during the Warranty Period at the prices identified in Exhibit C. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a material failure of the Product to meet the Requirements.

Exhibit B provides detailed descriptions of the Supplier's warranty and maintenance offerings and responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its warranty and maintenance obligations. Any remedies shall be paid to the Authorized User on a quarterly basis. Exhibit B defines coverage periods, response times, and restore times.

If multiple warranty levels are available, an Authorized User may elect, at any time, an alternative warranty level offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order or SOW.

Authorized User's designated control organization shall have the exclusive authority to request warranty services. Supplier shall not respond to calls for service from any other source without prior written approval of Authorized User's agreement administrator designated on the relevant order.

1. Product Covered

Exhibit C and the applicable Index Price List URL lists all Product types covered under warranty.

2. Preventive Maintenance

Supplier's Preventive Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit B.

3. Remedial Maintenance

Supplier's Remedial Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit B.

4. Replacement Parts

Supplier's offerings and responsibilities related to Replacement Parts, and the Authorized User's associated remedies, are described in Exhibit B.

5. Spares

Supplier's offerings and responsibilities related to Spares, and the Authorized User's associated remedies, are described in Exhibit B.

6. Notification and Correction of Defects

Supplier's offerings and responsibilities related to notification and correction of defects, and the Authorized User's associated remedies, are described in Exhibit B.

7. One-year Depot Warranty

Supplier's depot warranty offerings and responsibilities are described in Exhibit B.

8. On-site Warranty

Supplier's on-site warranty offerings and responsibilities are described in Exhibit B.

9. System Software Warranty

As part of the standard warranty offering, for a period of not less than twelve (12) months beginning on the date of Acceptance, Supplier shall provide the following warranty services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the System Software in accordance with the Requirements:

a) New Releases

Supplier's responsibilities related to new releases of System Software and Documentation is described in Exhibit B.

b) Coverage

Supplier's offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the System Software are described in Exhibit B.

c) Response and Restore Times

Supplier's response and restore times related to use, problems, and operation of the System Software, and Authorized User's associated remedies, are described in Exhibit B.

d) Software Evolution

Should Supplier or Software Publisher merge or splinter the System Software previously provided to any Authorized User, such action on the part of Supplier or Software Publisher shall not in any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrades or support for the System Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed System Software product and provides the same or substantially similar functionality as or within a separate or renamed System Software product, then the Commonwealth or the Authorized User shall be entitled to license such System Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future System Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older System Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement System Software product or function at no additional charge.

10. Escalation Procedures

Nichole Romesburg – Inside Sales Manager

nichole.romesburg@bt.com

610-382-1052

Suzanne Thomas

Email: suzanne.thomas@bt.com

Office: 239 593 1540 * Mobile: 239.908.1378

11. Remedies

In addition to any remedies described in Exhibit B, if Supplier is unable to make the Product, including System Software, conform, in all material respects to the Requirements, within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, either (i) replace the non-conforming Product or (ii) accept return of the non-conforming Product and return all monies paid by such Authorized User for the returned Product.

Notwithstanding anything to the contrary in this Contract or in any exhibit hereto, VITA and any Authorized User retain all rights and remedies available at law or in equity.

12. Product Maintenance Services and Renewal Options

At least sixty (60) days prior to the expiration of the Warranty Period, Supplier shall notify the Authorized User, and the Authorized User, at its sole discretion, may order from Supplier Maintenance Services, including System Software Maintenance for a period of one (1) year (Maintenance Coverage Period) and for the annual fee identified in Exhibit C. Supplier warrants that it shall make Maintenance Services available for all the Product, including System Software, listed in Exhibit C, or which are components of Products listed in Exhibit C, for a period of at least five (5) years from the expiration of the initial Warranty Period of any Product provided to an Authorized User pursuant to this Contract. Termination of this Contract or cancellation of Maintenance Services, including System Software Maintenance Services if provided as a separate offering from Supplier, by an Authorized User shall not affect this Contract or the grant of any license pursuant thereto.

THE OBLIGATIONS OF SUPPLIER UNDER THIS WARRANTY AND REMEDY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

10. MAINTENANCE SERVICES

Supplier shall provide Maintenance Services, including telephonic support, during the ordered Maintenance Coverage Period (MCP) at the prices identified in Exhibit C, without additional charge for failures arising through ordinary use as anticipated by the SOW or order, to maintain the Product in accordance with the Requirements.

Exhibit B provides descriptions of the Supplier's warranty and maintenance offerings and responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its warranty and maintenance obligations. Except as agreed in an SOW or order, Exhibit B defines coverage periods, target response times, and target restore times.

Authorized User's designated control organization shall have the exclusive authority to request maintenance services. Supplier shall not respond to calls for service from any other source without prior written approval of Authorized User's agreement administrator designated on the relevant order or SOW.

At least sixty (60) days prior to the expiration of the MCP for each unit of Product, Supplier shall notify the Authorized User of such expiration, and the Authorized User, at its sole discretion, may issue an order or SOW to Supplier to renew Maintenance Services, including System Software Maintenance Services, for an additional one (1) year period. The annual fee for Maintenance Services shall not exceed the fee charged for the preceding year's Maintenance Services by more than three percent (3%), or the annual change in CPI, as defined in the Purchase Price and Price Protection section, in effect at the time, whichever is less. Termination of Maintenance Services by an Authorized User, including System Software Maintenance Services, if provided as a separate offering from Supplier, shall not affect other Orders under the contract or the grant of any license pursuant thereto.

A. Ordering

See Fees, Ordering and Payment Procedure section of Contract.

B. Renewal

At least sixty (60) days prior to the expiration of the MCP for each unit of Product, Supplier shall notify the Authorized User of such expiration, and the Authorized User, at its sole discretion, may issue an order or SOW to Supplier to renew Maintenance Services, including System Software Maintenance Services, for an additional one (1) year period. The annual fee for Maintenance Services shall not exceed the fee charged for the preceding year's Maintenance Services by more than three percent (3%), or the annual change in CPI, as defined in the Purchase Price and Price Protection section, in effect at the time, whichever is less. Termination of this Contract or cancellation of Maintenance Services, including System Software Maintenance Services if provided as a separate offering from Supplier, by an Authorized User shall not affect this Contract or the grant of any license pursuant thereto.

C. Services

Maintenance Services shall be as follows:

1. Product Covered

Exhibit C lists all Product types for which Supplier offers Maintenance Services. No Authorized User is obligated to continue Maintenance Services on Product that has been removed from service, provided Supplier has been notified in writing of such removal.

2. Preventive Maintenance

Supplier's Preventive Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit B.

3. Remedial Maintenance

Supplier's Remedial Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit B.

4. Replacement Parts

Supplier's offerings and responsibilities related to Replacement Parts, and the Authorized User's associated remedies, are described in Exhibit B.

5. Spares

Supplier's offerings and responsibilities related to Spares, and the Authorized User's associated remedies, are described in Exhibit B.

6. Notification and Correction of Defects

Supplier's offerings and responsibilities related to notification and correction of defects, and the Authorized User's associated remedies, are described in Exhibit B.

7. Advanced Replacement Services

Supplier's advanced replacement service offerings and responsibilities are described in Exhibit B.

8. On-site Maintenance Services

Supplier's on-site maintenance service offerings and responsibilities are described in Exhibit B.

9. System Software Maintenance

During the MCP and as part of the standard Maintenance Services offering, Supplier shall provide the following Maintenance Services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the System Software in accordance with the Requirements:

a) New Releases

Supplier's responsibilities related to new releases of System Software and Documentation is described in Exhibit B.

b) Coverage

Supplier's offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the System Software are described in Exhibit B.

c) Response and Restore Times

Supplier's response and restore times related to use, problems, and operation of the System Software, and any associated remedies, are described in Exhibit B.

d) Software Evolution

Should Supplier merge or splinter the System Software previously provided to any Authorized User, such action on the part of Supplier shall not in any way result in any Authorized User being charged additional license or Maintenance fees in order to receive enhancements, releases, upgrades or support for the System Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed System Software product and provides the same or substantially similar functionality as or within a separate or renamed System Software product, then the Commonwealth or the Authorized User shall be entitled to license such System Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future System Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older System Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement System Software product or function at no additional charge.

11. Remedies

In addition to any remedies described in Exhibit B, if Supplier is unable to make the Product, including the System Software, conform, in all material respects, to the Requirements within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, either (i) provide a replacement Product at no additional cost to the Authorized User, or (ii) accept return of the Product and return all monies paid by such Authorized User (a) for Maintenance Services for the returned Product, including System Software, pro-rated on a monthly basis as of the date the Authorized User reported the non-conformity and (b) for the Product, including System Software, pro-rated on a monthly basis as of the date the Authorized User reported the non-conformity and based on the average life of the Product.

Notwithstanding anything to the contrary in this Contract or in any exhibit hereto, VITA and any Authorized User retain all rights and remedies available at law or in equity.

11. SCOPE OF USE

Any Authorized User may use the Product, and any software licensed in connection with such Product, on a worldwide basis for the benefit of itself and its agents. Supplier further authorizes use of the Product by third parties who are under contract with an Authorized User to provide services, including but not limited to providing application development services, data processing or facilities or infrastructure management services for the benefit of such Authorized User, for Products to which the Commonwealth or an Authorized User takes title, and any System Software which is integral to such Products, under the terms of this Contract.

12. SYSTEM SOFTWARE LICENSE

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body. If Authorized User is a private institution of higher education which is listed at <http://www.cicv.org/Our-Colleges/Profiles.aspx>, the license shall be held by that private institution.

A. License Grant

The System Software is and shall remain the property of manufacturer, and no title or ownership of the System Software or any of its parts, including documentation, is transferred to the Commonwealth or the Authorized User. For any software component of the Supplier-Provided Equipment, Customer will be granted a non-exclusive, non-transferable license, except for transfer of a system with all of its System Software and Documentation, including copies and updates thereto, to another Authorized User, or as permitted by the Product Manufacturer.

The System Software License rights granted under an order or an SOW authorizes the Commonwealth or such Authorized User and any agent of the Commonwealth or such Authorized User to use the licensed programs in machine readable form on the system or systems for which it was licensed. Subject to the payment of fees, License rights shall commence upon delivery of the System Software to the Authorized User, and, unless otherwise terminated in accordance with the applicable provisions of the Contract, shall continue in perpetuity with respect to the system.

Any System Software proposed by Supplier as part of its Product that is licensed directly from the Software Publisher through an End User Licensing Agreement (EULA) shall be subject to the License Agreement Addendum (LAA), as amended, attached hereto as Exhibit F. Supplier shall have sole responsibility for ensuring that any such Software Publisher executes the LAA. The Software Publisher's EULA, along with the LAA executed by Software Publisher shall be included with the SOW or order, for reference, but shall not become a part of the order or of this Contract.

B. Limitations on Copying and Disclosure

The Commonwealth, an Authorized User, or any agent of the Commonwealth or of such Authorized User may make a reasonable number of backup, archival, and disaster recovery copies of the System Software which shall only be used for such purpose, and shall not be run concurrently with the original or any copy, without express approval of Supplier or of the OEM. Any copies of the System Software or documentation made by the Commonwealth or an Authorized User pursuant to this Contract shall bear all copyright, trademarks and other proprietary notices included therein by Supplier and, except as expressly authorized, neither the Commonwealth nor the Authorized User shall distribute same to any third-party without Supplier's prior written consent. Neither the Commonwealth nor any Authorized User may resell the System Software under this contract. Any subsequent transfer of System Software to another system or to another Authorized User will be outside the scope of this contract and subject to OEM licenses as well as to export and other regulatory limitations.

C. Business Continuity and Recovery

In the event of a disaster, Authorized User or its Agent may run a back-up copy of the System Software on a back-up system, locally or at a back-up site, provided that the back-up copy is removed upon restoration or replacement of the affected system. In the event that all of an Authorized User's copies of the System Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other natural disaster not occasioned by the fault of such Authorized User, Supplier shall, upon request of the Authorized User, provide recovery support services, and replacement licensed software, at the prices in Exhibit C, provided however, that nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the System Software..

D. Authorized User Compliance

Compliance with the terms and conditions of any license granted pursuant to this Contract is solely the responsibility of the Authorized User which purchased such license and not the responsibility of VITA, unless VITA purchased such license on its own behalf.

E. No Subsequent, Unilateral Modifications of Terms by Supplier ("Shrink-Wrap")

Unless otherwise agreed in an order or an SOW, the License terms issued by OEM with the System or with the System Software shall apply to the that Software, regardless of whether such provisions have been proposed prior to

or after the issuance of an order or SOW for System Software licensed under this Contract, or the fact that such other agreement may be affixed to or accompany System Software upon delivery (“shrink wrap” or “clickwrap”).

13. FEES, ORDERING AND PAYMENT PROCEDURE

A. Fees and Charges

As consideration for the Supplier’s performance obligations and any additional products and services provided hereunder to an Authorized User in accordance with the scope of this Contract and the Requirements, as authorized by Exhibit A, and per the Authorized User’s order or SOW, an Authorized User shall pay Supplier the fee(s) set forth on Exhibit C, which lists any and all fees and charges. The fees and any associated discounts shall be applicable throughout the term of this Contract; provided, however, that in the event the fees or discounts apply for any period less than the entire term, Supplier agrees that it shall not increase the fees more than once during any twelve (12) month period, commencing at the end of year one (1). No such increase shall exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/cpi/home.htm>), for the effective date of the increase compared with the same index one (1) year prior. Any such change in price shall be submitted in writing to VITA and to the Authorized User if such change impacts any SOW or order and in accordance with the above and shall not become effective for sixty (60) days thereafter. Supplier agrees to offer price reductions to ensure compliance with the Competitive Pricing Section.

B. Ordering

Notwithstanding all Authorized User’s rights to license or purchase Supplier’s products or services under this Contract, an Authorized User is under no obligation to purchase or license from Supplier any of Supplier’s products or services. This Contract is optional use and non-exclusive, and all Authorized Users may, at their sole discretion, purchase, license or otherwise receive benefits from third party suppliers of products and services similar to, or in competition with, the products and services provided by Supplier.

Supplier is required to accept any order placed by an Authorized User through the eVA electronic procurement website portal (<http://www.eva.virginia.gov/>). eVA is the Commonwealth of Virginia’s e-procurement system. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

- i. Purchase Order (PO): An official PO form issued by an Authorized User.
- ii. Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders or SOWs for the contractual offerings and Requirements available under the scope of this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract. An order or SOW from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User’s order or SOW are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

If the Contract allows for the provision of hardware Product, An Authorized User may order Maintenance Services for any Product at any time during the term of the Contract, irrespective of whether such Product is covered under warranty or maintenance at the time the order is issued to Supplier. Each order shall identify:

- i. Product and, if applicable, serial number, for which Maintenance Services shall be provided,
- ii. Maintenance Level to be provided, and
- iii. MCP for the Product Maintenance.

Authorized User may elect, at any time, another Maintenance Level offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier’s receipt of Authorized User’s written notice, in the form of a modification to an order or SOW.

Unless otherwise agreed to by the Authorized User and Supplier, the MCP for a unit of Product shall be one (1) year from the effective date of any executed order or SOW for Maintenance on such Product.

Notwithstanding the foregoing, Supplier shall not accept any order or SOW from an Authorized User if such order or SOW is to be funded, in whole or in part, by federal funds and if, at the time the order or SOW is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER OR SOW PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA UNLESS SUCH AUTHORIZED USER IS VITA.

C. Reimbursement of Expenses

If allowable pursuant to an Authorized User's Statement of Work, such Authorized User shall pay, or reimburse Supplier, for all reasonable and actual travel-related expenses for greater than thirty (30) miles from portal to portal incurred by Supplier during the relevant period; provided, however, that such Authorized User shall only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses, that have been authorized by such Authorized User in advance in the Statement of Work and which will be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov/> or a successor URL(s)). Authorized Users who are not public bodies may have their own per diem amounts applicable to Supplier's pre-approved travel expenses.

All reimbursed expenses will be billed to the Authorized User on a pass-through basis without any markup by Supplier. At Authorized User's request, Supplier shall provide copies of receipts for all travel expenses over US\$30.00.

D. Demonstration and/or Evaluation

If Supplier agrees to perform a product or service demonstration in support of an RFQ or as may be mutually agreed and scheduled with an Authorized User, there shall be no charge for Supplier's demonstration support. Authorized user shall be responsible for arranging and scheduling any site or service access and for providing any equipment or facilities reasonably required for the demonstration, to include local phone and internet.

E. Statement of Work

An SOW, in the format provided, shall be required for any orders placed by an Authorized User pursuant to this Contract. Supplier shall perform any and all contractual obligations at the times and locations set forth in the applicable SOW and at the rates set forth in Exhibit C herein. Unless VITA issues a written authorization for a time and materials type SOW, any SOW shall be of a fixed price type but may, with the written approval of VITA, contain a cost-reimbursable line item(s) for pre-approved travel expenses. In furtherance of compliance, invoicing, and auditing requirements, for time and materials type SOWs, Supplier personnel shall maintain daily time records of hours and tasks performed, which shall be submitted or made available for inspection by the Authorized User upon forty-eight (48) hours advance written notice.

Any change to an SOW must be described in a written change request. Either Party to an SOW may issue a change request that will be subject to written approval of the other Party before it becomes part of this Contract. In no event shall any SOW or any modification thereto require the Supplier to provide any products or services that are beyond the scope of this Contract as such scope is defined herein.

F. Supplier Quote and Request for Quote

Should an Authorized User determine that a competitive process is required to ensure it receives the best value for its needed solution, product and/or services under this contract, such Authorized User may, at its sole discretion, on a case-by-case basis and upon approval by VITA, use a Request for Quote (RFQ) process to obtain identical or similar solutions, products and/or services to those provided by Supplier pursuant to this Contract. The RFQ process is typically used when an Authorized User requires a complete solution that may be fulfilled by Products and

Services herein, but whose complexity or size may result in economies that could not be passed on to the Authorized User within the confines of the established contract catalog discount pricing. When an RFQ is used, the project timing and requirements will be clearly outlined in the RFQ document. In some situations, the Authorized User may not identify the exact specifications required. If that is the case, the RFQ respondents will be given the opportunity to identify and propose their recommended specifications.

Supplier shall respond to the RFQ by providing a quote, which shall include (a) a detailed description of each product or service proposed, including such product and services components, at the Exhibit C line item level, (b) the quantity of each such component, (c) the contract price, (d) any additional percentage discount offered, (e) an extended price, and (f) the VITA contract number. If requested by the Authorized User, Supplier's quote shall also include a proposal describing the approach Supplier plans to take in developing, implementing, and maintaining its offering for the Authorized User. Should Supplier be unable to respond to the RFQ due, for example, to resource constraints, Supplier shall notify Authorized User in writing of its inability to perform the work requested by such Authorized User, and provide the reasons for such inability to perform, prior to the due date for the submission of quotes in response to the RFQ. Any terms included on Supplier's quote shall have no force or effect and will in no way bind VITA or any Authorized User.

Supplier's failure to respond to an RFQ may be deemed a default of this Contract.

G. Invoice Procedures

Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all Suppliers' performance obligations have been accepted and in accordance with the milestone payment schedule, if any, in the applicable order or SOW. Payment for any support services, as authorized in the Contract and the Authorized User's applicable order or SOW, shall be annually in arrears unless otherwise stated herein, or in any order or SOW referencing this Contract. No invoice shall include any costs other than those identified in the executed order or SOW, which costs shall be in accordance with Exhibit C. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit C, or as noted in any executed order or SOW referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

- i. Dates/periods that invoice covers, including any service or subscription periods, as applicable.
- ii. Line item description of the Deliverable(s), Product(s), Software, Hardware, Services, Solution and Solution Components, Maintenance Services, and/or Licensed Services, as applicable to this Contract, including components thereof or service type, and, if applicable, the project milestone.
- iii. Quantity, charge and extended pricing for each line item
- iv. Applicable order and/or SOW date
- v. This Contract number and the applicable order number and/or SOW number
- vi. Supplier's Federal Employer Identification Number (FEIN)

Any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any Authorized User.

H. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until all Suppliers' performance obligations have been accepted and in accordance with the milestone payment schedule, if any, in the applicable order or SOW, or until after services have been rendered. Charges for Deliverables, components or services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over-billed for each month that such over-billing continues.

14. UNIVERSAL SERVICE FUND

Supplier agrees to make available all Products and Services as listed and priced herein to any Authorized User which is a USF participant. Supplier agrees to provide the Products and Services

directly to the USF participant, and to bill each USF participant directly. Supplier agrees and understands that the responsibility for collection of all charges incurred, and the responsibility for resolving all Product and Service problems as well as administration of this Contract for USF participation shall be the sole responsibility of the Supplier.

Supplier warrants that it is qualified under applicable Federal Communications Commission and Virginia State Corporation Commission rules to apply for and receive USF allocations/disbursements for products and services provided pursuant to this Contract to Authorized Users which are eligible for those allocations/disbursements on behalf, and for the benefit, of those Authorized Users. Supplier also agrees to maintain those qualifications and to assist Authorized Users in applying for and receiving these allocations/disbursements.

15. SUPPLIER-SPONSORED PRODUCT PROMOTIONS

The Supplier, at its discretion, may sponsor Product and Service promotions during the Contract term or any extensions thereof. Should Supplier choose to sponsor such a promotion, Supplier shall provide in writing to VITA, at least five (5) days prior to the promotion, the following information: (i) the dates of the promotion or the duration of the promotion to include the commencement date and the ending date; (ii) the exact Products or Services covered in the promotion; and (iii) the pricing or percentage discount offered during the promotion. VITA shall communicate to Supplier in writing its agreement to the promotion.

The Supplier shall be in breach of the Contract in the absence of a written agreement regarding the promotion. In any event wherein the Supplier proposes prices that are different than the Contract prices to any Authorized User without first obtaining VITA's agreement, the Supplier shall be in breach of the Contract, and VITA shall have all remedies available under Contract and law and in equity.

All Supplier-sponsored Product or Service promotions shall be available to all Authorized Users. Should the Supplier request a promotion that would be limiting, either through product configuration or quantities of Products and Services, VITA, at its sole discretion, may not provide a written agreement. VITA and Supplier agree that promotions shall not target any one Authorized User, or a few Authorized Users.

VITA and Authorized Users, at their discretion, may assist in advertising the promotion. This assistance may consist of advertising space on Authorized User web sites, or other assistance at an Authorized User's discretion.

16. REPORTING

Supplier is required to submit to VITA the following monthly reports:

- i. Report of Sales; and
- ii. Small Business Procurement and Subcontracting Report

These reports must be submitted using the instructions and further detailed requirements and templates found at the following URL: <http://www.vita.virginia.gov/scm/default.aspx?id=97>. Suppliers are encouraged to review the site periodically for updates on Supplier reporting requirements and methods.

As required by Executive Order 20 (2014) in addition to the requirements in the Invoice Procedures section of this Contract, Supplier shall provide to VITA at the time the final invoice is sent to the Authorized User, a SWaM Subcontracting Certification of Compliance certifying that Supplier has fully complied with the Contract's Supplier Procurement and Subcontracting Plan ("Plan"), originally submitted with Supplier's Proposal. If Supplier has not fully complied, meaning there is any variance between the proposed and contractually bound Plan and the actual subcontractor spend by Supplier, the SWaM Subcontracting Certification of Compliance must include a written explanation of any variances between the Plan and the actual participation. Further, VITA may require Supplier to submit on a scheduled basis (monthly, quarterly, or other frequency) a SWaM Subcontracting Certification of Compliance detailing Supplier's compliance or variance to-date, along with any variance explanation. All submitted SWaM Subcontracting Certifications of Compliance shall be certified and signed by Supplier's contractually authorized representative.

The Supplier's SWaM Subcontracting Certifications of Compliance shall be maintained by VITA in the procurement file. Should Supplier fail to comply with its contractually obligated Plan spend or fail to report its contractually obligated Plan spend, VITA may, at its sole discretion, prohibit or delay any renewals or extensions of the Contract, and/or may withhold any final payments due. Supplier's failure to comply shall be considered in the prospective award of any future contracts with Supplier.

Failure to comply with all reporting and other requirements in this Section may result in default of the Contract.

Supplier shall report sales and pay to VITA the following monthly fees in accordance with instructions described on the Supplier Reporting webpage located at:

<http://www.vita.virginia.gov/scm/default.aspx?id=97>. The Sales Reporting System used to report and submit your monthly sales data will include these fees and percentages:

- IFA: 2% of monthly sales

17. TRAINING AND DOCUMENTATION

A. Training

In addition to any online tutorial user training, and standard training provided with any system installation or service implementation, if requested in an order or SOW by an Authorized User, supplier shall, at the applicable pricing and discounts in Exhibit C, offer training for Authorized User's trainer, on the use and operation of the Deliverables provided to Authorized User, including instruction in any necessary conversion, manipulation or movement of such Authorized User's data. Supplier shall provide personnel sufficiently experienced and qualified to conduct such training at a time and location mutually agreeable to Supplier and Authorized User. Available additional and optional training, and applicable pricing and discounts, are described in Exhibit C.

B. Documentation

As applicable to a Deliverable, OEM on-line documentation and updates will be made available to the Authorized User and accessed via an OEM online portal, as offered and managed by the OEM.

Unless otherwise authorized by the OEM, the Authorized User will keep confidential any operating manuals and other documentation supplied with or accessed as a Deliverable, and will not disclose them other than to its employees, agents or contractors who need to use the Documentation to operate the Supplier-provided Product. The Customer will ensure that such employees, agents and contractors abide by the provisions of this Section.

18. AUTHORIZED USER SELF-SUFFICIENCY

An Authorized User may request that Supplier provide to Authorized User a plan to develop Authorized User self-sufficiency with respect to and to transition operation and management to Authorized User or its Agent. Such plan shall be developed on a time and materials basis in accordance with the hourly rates established in Exhibit C, Pricing Schedule or SOW. The plan shall address key elements of the transition identified by the Authorized User, and will include links to manufacturer-offered certification training, course details and online registration links as required by the OEM to provide installation, full maintenance and repair services of the OEM Product.

Completion of the recommended training does not ensure certification or the qualifications and capabilities of an individual.

19. COMPETITIVE PRICING

Supplier warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to commercial customers of suppliers under similar terms. If Supplier enters into any arrangements with another customer of Supplier or with an Authorized User to provide the products and services, available under this Contract, under more favorable prices, as the prices may be indicated on Supplier's current U.S. and International price list or comparable document, then this Contract shall be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Supplier shall immediately notify VITA of such change.

20. CONFIDENTIALITY

A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of such Authorized User that are bound by non-disclosure contracts with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. Exclusions

The term "Confidential Information" shall not include information that is:

- i. in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii. obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii. developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv. required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Authorized User, Supplier shall (i) at its own expense, (a) promptly return to the disclosing Authorized User all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Authorized User, or (b) upon written request from the disclosing Authorized User, destroy such Confidential Information and provide the disclosing Authorized User with written certification of such destruction, and (ii) cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form.

VITA or the Authorized User shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if Authorized User is not subject to such policies, in accordance with such Authorized User's own records retention policies.

D. Confidentiality Statement

All Supplier personnel, contractors, agents, and subcontractors performing Services on an Authorized User's site, pursuant to this Contract, shall be required to sign a confidentiality statement or non-disclosure agreement. Any violation of such statement or agreement shall be deemed a breach of this Contract and may result in termination of the Contract or any order or SOW issued hereunder.

21. INDEMNIFICATION AND LIABILITY

A. Indemnification

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, any of Commonwealth's Indemnified Parties to the extent such Claims arise out of or result from: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of Supplier, or (ii) any actual or alleged infringement

or misappropriation of any third party's intellectual property rights by any of the Supplier-provided products or services, excluding any infringement arising out of or resulting from: a) attachment to or combination with third party products not provided by Supplier; b) any unauthorized alteration, modification, or use of a service or product by Commonwealth's Indemnified Parties; or c) content, designs or specifications supplied by or on behalf of Commonwealth's Indemnified Parties; and (d) failure to immediately cease any activity that gave rise to the claim following notice by Supplier. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases involving the Commonwealth or state agencies, the any settlement shall be subject to the approval of the Commonwealth's Attorney General. In the event of a settlement between Supplier and a private institution of higher education who is an Authorized User of this contract, such settlement shall be satisfactory to that institution's legal counsel. The Commonwealth Indemnified Party shall: a) promptly notify Supplier in writing of any claim for which it seeks defense or indemnification, b) give Supplier complete control of the claim; c) make all reasonable efforts to mitigate any damages; d) not make any public statement related to the claim or prejudice Supplier's defense of the claim; and e) reasonably cooperate with Supplier in defending against such claim, to including providing reasonable access any information relevant to the claim. In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of the Supplier-provided products or services, including any components thereof, or that the Supplier's performance or delivery of any product or service under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized User(s) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Supplier-provided Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or Supplier's performance, and in addition to all other obligations of Supplier in this Section, Supplier, at its option and expense, may either: (a) procure for all Authorized Users the right to continue use of such infringing Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or any component thereof; or (b) replace or modify such infringing Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or any component thereof, with non-infringing Deliverables, Products, Software, Services, Solution or Solution Component(s), Application and Licensed Services, as applicable, satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement products and/or services or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative product or service, in the event such Authorized User cannot use the affected Deliverable, Product, Software, Services, Solution or Solution Component(s), Application and Licensed Services, as applicable, or any component thereof. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing Deliverables, Products, Software, Services, Solution, Solution Component, Application and Licensed Services, as applicable, or any component thereof, along with any other components rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components

B. Liability

Except for liability with respect to (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) claims for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, (v) Supplier's confidentiality obligations, (vi) Supplier's security compliance obligations, and (vii) Supplier's data privacy and security obligations as specified under this Contract, Supplier's liability to any Authorized User

shall be limited to twice the aggregate value of the delivered and accepted Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, provided by Supplier to that Authorized User under this Contract. Supplier agrees that it is fully responsible for the acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct in the performance of this Agreement. The limitation shall apply on a per-incident basis, it being understood that multiple losses stemming from the same root cause constitute a single incident.

FOR ALL OTHER CONTRACTUAL CLAIMS, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

22. INSURANCE

In addition to the insurance coverage required by law as referenced in the Incorporated Contractual Provisions section of this Contract, Supplier shall carry:

Errors and omissions insurance coverage in the amount of \$2,000,000 per occurrence.

23. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at: (<https://www.vita.virginia.gov/library/default.aspx?id=537>) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Supplier or an employee or agent of Supplier shall constitute a breach of its obligations under this Section and the Contract. Supplier shall immediately notify VITA and Authorized User, if applicable, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by VITA or Authorized User to Supplier. Supplier shall provide VITA the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law. Supplier shall indemnify, defend, and hold the Commonwealth, VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

24. IMPORT/EXPORT

In addition to compliance by Supplier with applicable export laws and regulations, VITA or an Authorized User may, prior to the commencement of work, identify or designate certain data under an order or an SOW as "restricted" or "sensitive" and may require that in the performance of the SOW or order, any data identified or designated by the Authorized User as "restricted" or "sensitive" by either federal or state authorities, must only be collected, developed, analyzed, or otherwise used or obtained by authorized persons or entities working within the boundaries of the United States..

25. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract, and an Authorized User may terminate an order or SOW, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate assurance of the future performance of this Contract or the applicable order or SOW. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA or Authorized User pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

26. GENERAL PROVISIONS

A. Relationship Between VITA and Authorized User and Supplier

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind, to commit VITA or any Authorized User to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, (including, but not limited to, any federal, state or local withholding or employment taxes, and any penalties related to health care or employee benefits laws) that are imposed, assessed or levied as a result of this Contract or Services performed pursuant to this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

B. Incorporated Contractual Provisions

The then-current contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, and that are hereby incorporated by reference: https://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/scm/StatutorilyMandatedTsandCs.pdf

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at https://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/scm/eVATsandCs.pdf are also incorporated by reference.

The then-current terms and conditions in documents posted to the aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

C. Compliance with the Federal Lobbying Act

Supplier's signed certification of compliance with 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act") is incorporated as an exhibit to this Contract.

D. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

E. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such public body's ADR procedures, if any, at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body or a private institution, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services except where that license or services agreement has been violated hereunder.

F. Advertising and Use of Proprietary Marks

Supplier shall not use the name of VITA or any Authorized User or refer to VITA or any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Authorized User. In no event may Supplier use a proprietary mark of VITA or an Authorized User without receiving the prior written consent of VITA or the Authorized User.

G. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to:

- i. To VITA and to Supplier, if Supplier is incorporated in the Commonwealth of Virginia, to the addresses shown on the signature page.
- ii. To Supplier, if Supplier is incorporated outside the Commonwealth of Virginia, to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title 13.1 of the Code of Virginia, VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

Administrative contract renewals, modifications or non-claim related notices are excluded from the above requirement. Such written and/or executed contract administration actions may be

processed by the assigned VITA and Supplier points of contact for this Contract and may be given in person, via U.S. mail, courier service or electronically.

H. No Waiver

Any failure to enforce any terms of this Contract shall not constitute a waiver.

I. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, delegate or otherwise convey this Contract or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, then the effective date of assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

J. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

K. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

L. Survival

Any provisions of this Contract regarding Software License, Rights To Work Product, Warranty, Escrow, Confidentiality, Content Privacy and Security, Liability, Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

M. Force Majeure

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Authorized User may terminate any order or SOW affected by such postponement or delay.

N. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Authorized Users reserve any and all other remedies that may be available at law or in equity.

O. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Contract or any SOWs or orders issued there under. VITA's right to audit shall be limited as follows:

- i. Three (3) years from end date of the Contract;
- ii. Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- iii. Excludes access to Supplier cost information. In no event shall Supplier have the right to audit, or require to have audited, VITA or any Authorized User.

P. Offers of Employment

During the first twelve (12) months of the Contract, should Supplier hire an employee of any Authorized User who has substantially worked on any project covered by this Contract without prior written consent, the Supplier shall be billed for fifty percent (50%) of the employee's annual salary in effect at the time of termination.

Q. Contract Administration

Supplier agrees that at all times during the term of this Contract an account executive, at Supplier's senior management level, shall be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

R. Entire Contract

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

Exhibit A - Requirements

Exhibit B – Warranty, Maintenance & Service Level Agreements (SLAs) provided by Supplier

Exhibit C - Pricing

Exhibit D - Statement of Work (SOW) Template

Exhibit E - Change Order Template

Exhibit F - License Agreement Addendum (LAA)

Exhibit G – Certificate Regarding Lobbying

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit A, Exhibit C, Exhibit B, and any individual SOW. An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that such ordering agreement, or any order or SOW issued hereunder, include any terms and conditions inconsistent with the terms and conditions of this Contract, such terms and conditions shall be of no force and effect.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

Supplier

By: Hal Bretan
Hal Bretan (May 18, 2016)

(Signature)

Name: Hal Bretan

(Print)

Title: Head of Legal

Date: May 18, 2016

Address for Notice:

30 Braintree Hill Office Park

Suite 301

Braintree, MA 02184-8747

Attention: Contract Administrator

VITA

By: Nelson P. Moe

(Signature)

Name: NELSON P. MOE

(Print)

Title: CHIEF INFORMATION OFFICER

Date: 5.19.2016

Address for Notice:

11751 Meadowville Lane

Chester, VA 23836

Attention: Contract Administrator

Hal Bretan
E-signed 2016-05-18 11:41AM EDT
hal.bretan@bt.com
Head of Legal

APPENDIX F - AV Requirements
RFP Section 5.0 - Functional and Technical Requirements
BT Response to VITA RFP RFP 2016-04-R



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Product Details & Standards

Y/N

Description

Does your solution comply with all current COV ITRM Policies and Standards, as applicable found at:

<http://www.vita.virginia.gov/library/default.aspx?id=537>

If proposed solution does not, please provide details that specify the Standard/Policy and how Supplier's solution does not comply. Will your product / application /solution provide effective, interactive control and use with nonvisual means and provide 508 Compliance in accordance with the following standard regarding IT Accessibility and 508 Compliance:

http://www.vita.virginia.gov/uploadedfiles/library/accessibilitystandard_gov103-00_eff_11-04-05.pdf

(Refer to www.section508.gov and www.access-broad.gov for further information)

If yes, please describe how this functionality is achieved and include a completed Voluntary Product Accessibility Template (VPAT) with your proposal: (The VPAT template is located in Appendix C of the Accessibility Standard (GOV103-00)).

If No, does your solution/application/product provide alternate accessibility functionality? Please describe.

Y

BT Response: BT Complies

N

BT Response: BT intends to comply with the requirement on a per order basis to the best of our ability and the ability of our OEM's. Nothing is ordered by the RFP or the contract award, and, the Authorized User has certain responsibilities with respect to the Requirements, exceptions, ordering and compliance, so, Supplier compliance with respect to Section 508 of the Rehabilitation Act, the Nonvisual Access clause and with Information Technology Access Act has to be established with the Requirements and the Order or the SOW. The major manufacturers each maintain on-line VPATs sites which can be accessed by the Authorized Users for general product compliance statements regarding their products.

Y

BT Response: We partner with OEM's that provide some products that are Energy Star compliant, more information can be found at: <http://www.energystar.gov/productfinder/> and searching on the respective manufacturer name (i.e., NEC, Cisco, etc.).

Will your proposed equipment meet the current U.S. Environmental Protection Agency's and Department of Energy's Energy Star guidelines? If no, please explain.

BT's Environmental Policy can be found at the following website:
http://www.btplc.com/Betterfuture/NetGood/Ouroperations/Environmentalmanagement/Environmental_Policy.pdf

Business Requirements

Will your company sell/service the entire Commonwealth of Virginia? Please describe the details on how this will be accomplished. If not, please provide a comprehensive list of regions where sales/service can be provided.

Y/N

Description

BT Response: BT has assigned an Account Manager with a support team of Engineers and Project Managers to work with and support the entire Commonwealth of Virginia.

Y

Will you be incorporating subcontractors or alliances? If yes, please describe.

BT Response: BT's commitment to quality and value is furthered by our investment in our own BT field service team as well as our highly vetted field services partnerships. This approach allows us to offer consistent, seamless service globally. Our policy is to deploy either a BT certified engineer or one of our exceptional partners in every instance to ensure consistent high value, high quality service globally.

Y

Will your proposed solution provide the marketing ability and resources to promote this contract to schools, universities, local and non-Executive Branch state agencies? Please provide marketing plan and examples of marketing tools.

BT Response: We have a unique and tested launch approach implemented by a dedicated team including Project Management, Marketing and Technical resources. We need to first understand our clients' specific environment (e.g., what different messages might be needed for various regions), unique end user audiences (e.g., executive admins, VIPs, regional groups), and communication & training needs. We will then produce a communications plan to cover how a range of awareness and education material will be used to launch the new BT conferencing service into the organization with the aim of driving desired behavior. BT will manage the delivery of the communications and provide the materials to assist in driving the awareness of the conferencing products and services.

Y

This video adoption package is chargeable and quoted upon request as it provides a range of training, awareness and adoption materials which can be tailored to your specific environment and usage. We also offer Online Video Support (which is free of charge and self-serve). This consist of a portal containing guides and other materials about the equipment as well as adoption and service materials.

BT Response: BT is unable to provide an interactive website for end users at this time. A mini-site can provide the Commonwealth specific information about the equipment and services within the scope of this RFP for an additional charge. This content includes:

Will your proposed solution provide the Commonwealth with a catalog website that interfaces with eVA? Will your company be able to produce a punch-out catalog website? (Refer to <https://eva.virginia.gov/pages/eva-catalog-creation.htm> Please provide either a screen shot or a link to serve as an example.

N

- Overview of conferencing services
- FAQs and instructions e.g. how to get started
- Training schedules and reference guides
- Login to Engage Meeting Manager to facilitate booking of video meetings and meeting rooms and self-service to view usage and other reports (if applicable)

Will your proposed solution have the ability to have the catalog website up and functioning within 30 days of contract award?

N

BT Response: We will work with the Commonwealth to provide a mini-site with details of the equipment and services offered under the contract within an agreed upon timeframe. A standard mini-site is capable of being up and functioning within 30 days. Any additional customization will delay the site launch.

Will your proposed solution have the ability to respond to a customer request for service within 8 business hours? Please provide detail on how this will be accomplished.

N

BT Response: Our response to an Authorized User's request for service varies, depending on the type of request. For remote support, on average, BT responds to a request within 24 hours for US based support. Onsite support is dependent on the location and type of request. We take pride in our customer service and make every effort to respond to customers in a timely manner.

Will your proposed solution include a completed service-level agreement (Appendix A)? If so please refer to Appendix A and fill in with your data.

Y

BT Response: Yes

Will your solution provide the ability for Authorized Users to trade in devices for credit against new purchase agreements? If so, please describe.

Y

BT Response: BT major OEM's, Cisco and Polycom, have programs. See below for details.

For Cisco - Cisco has a Technology Migration program that offers additional discounts when trading in legacy Cisco/TANDBERG Products toward the purchase of new Cisco products.

For Polycom - Polycom from time to time offers trade in promotions and BT will make those available to the customer as available.

Will your proposed solution provide product incentives, credits and or rebate programs? Please provide details.

Y

BT Response: A proposed solution prepared for a VITA Authorized user will include promotions, incentives, credits or rebates if offered by the OEM. The Account Manager preparing the solution/quote will share that information with the VITA Contract Officer.

Will your proposed solution offer daily/weekly/monthly rental as an option? If so, please provide rates in Appendix C under "AV Production Services Price List" tab. Be sure to list each type of equipment for rental and the different amount of times equipment can be rented for (i.e. day, week, month, etc.)

N

BT Response: BT does not offer a rental program.

Will your proposed solution offer the Authorized User a 30-day money back guarantee, return to Supplier with no restocking fee? If so, please describe.

N

BT Response: Polycom and Cisco do not offer money back guarantees. The only option to return a product is if the product is defective and under a RMA.

Will your proposed solution have an in-house order tracking system that can be accessed 24 x7 by a user? If so, please provide details. Will your proposed solution be able to respond to customer quotes within eight business hours or less? If so, please explain how this is accomplished.

Y

BT Response: BT provides online tracking of orders through our Engage system. The Account Manager, and a Project Manager, if assigned, will also provide tracking and order details.

Will your proposed solution have a procedure on responding to quotes such as keeping the Authorized User updated on the status of the quote? If so, please explain

Y

BT Response: Your Account Manager will acknowledge receipt of the quote request and kickoff the quote process within eight business hours or less from the time of the initial request from Authorized user, within reason.

Will your proposed solution have SLA's on how long it will take to respond to requests for quotes and or progress updates on quotes? If so, please explain, and enter in the SLA table.

Y

BT Response: In addition to the order tracking, the Account Manager will keep the Authorized User updated on the status of quotes.

N

BT Response: The SLA's do not include the response time to quote requests or progress updates. However, the Account Manager will respond promptly and within reason to all requests.

Reports

Y/N

Description

Will your proposed solution provide quarterly reports to customers detailing products that have been placed in any of their locations? (provide examples)

Y

BT Response: The Account Manager will provide reports as requested or the customer may use the BT online reporting portal. The reports can be customized to support the individual needs of the customer. The Account Manager will work directly with the customer to understand their reporting requirements. Additionally, reporting is not limited to quarterly. Reports can be generated at any time and for any time period to support the customer. Example report is attached with the title, "BT VITA RFP_App F_Reports_2 Example v2".

Will your proposed solution provide access to an electronic service log that is available to customers on specific devices? If so, please provide details and examples.

Y

BT Response: VITA Authorized Users will have access to BT's online reporting portal. They will be able to customize Help Desk reports and tickets as well as maintenance reports. Example report is attached with the title, "BT VITA RFP_App F_Reports_3 Example".

Will your proposed solution provide any additional reports that would be an added value to the Commonwealth? Please describe and provide examples.

Y

BT Response: VITA Authorized Users will have many choices as to how they access company information through the BT online reporting portal. Each report on its own will offer great value and are available for download in Excel, PDF and CSV formats. A few reports that can be customized are: Entitlement Reports, Individual Site Information, Order History, Inventory, and Online Help Desk. In addition to traditional reporting the BT Account Manager will offer assistance for trending reports to assist as new equipment purchases are being considered.

Technical

Will your proposed solution provide preventive maintenance for items which have extended warranty coverage? If so, please describe.

Will your proposed solution include service technicians with current OEM or industry certifications? If so, please provide details and types of certifications.

Will your proposed solution provide for escalation procedures for hardware/maintenance issues and when Authorized Users are not satisfied with the attention they are receiving? If so, please describe.

Will your proposed solution offer 8:00 am – 5:00 pm local time Hardware and Software support? Please provide details.

Will your proposed solution offer extended warranty to your proposed catalog? If so, please provide rates in Appendix C under “Product-Services Price List” tab.

Will your proposed solution offer depot service as an option? If so, please describe.

Will your proposed solution offer 4 hour response time for service? If so, please describe.

Do you agree to follow all of the following requirements as they relate to installation of equipment and or wiring: **(a single Yes or No is acceptable for this question. If there is an exception for any of these, please use column B to explain)**

- The Virginia Uniform Statewide Building Code (USBC) with regards to installation of equipment and or wiring?
<http://www.dhcd.virginia.gov/index.php/va-building-codes/building-and-fire-codes/regulations/uniform-statewide-building-code-usbc.html>
- National Electric Code (NEC) ANSI/NFPA-70
- Uniform Commercial Building Code
- Safety Codes Commission of the Commonwealth of Virginia rules, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia
- ANSI/TIA-569-B, Commercial Building Standard for Telecommunications Pathways and Spaces
- ANSI/TIA/EIA-606-A, Administration Standard for Commercial Telecommunications Infrastructure
- ANSI/TIA/EIA-568-B.1, Commercial Building Telecommunications Cabling Standard, Part 1: General Requirements.

Y/N

Description

Y

BT Response: BT's standard remote and onsite maintenance solutions will be provided and can also be quoted upon request to include an annual preventative health site visit.

Y

BT Response: BT Field Service Engineers or any BT authorized service partners complete all OEM required certifications.

Y

BT Response: BT's standard operational procedures are ITIL based and ensure consistent and timely responses to all Incident tickets with clearly defined priority level criteria and escalation paths. The Service Desk will continue to track and manage resolution on the call ticket until the Incident has been resolved.

Y

BT maintains strong relationships with its suppliers and a robust mechanism for escalation exists via the BT Supplier management team. We can and do engage with suppliers on a regular basis when BT and customer expectations are not met. There are regular contract reviews with suppliers and should incidents occur outside of this framework, there is an agreed escalation process.

Y

BT Response: BT provides 24x7 Help Desk support coverage with onsite engineering support targeting next business day. Specific solutions can be quoted upon request.

Y

BT Response: BT's standard remote and onsite maintenance solutions are available during the warranty or extended warranty period. Please refer to the proposed catalog for pricing.

Y

BT Response: BT works closely with OEM's to provide next day replacement of most parts under warranty or BT provided maintenance services. If alternative solution is required, then BT will work with VITA to quote upon request.

Y

BT Response: BT can provide 4 hour response time and will work with VITA to quote upon request as solution will require additional information regarding locations, resources, and spares kit.

BT Response: BT Complies

Y

AV Breadth of Offering

Will your proposed solution provide the Commonwealth a variety of AV Products and related Services? If so, please provide a complete and comprehensive list consisting of hyperlinks, if available, to the various brands and types of products and services your firm is offering.

Y/N

Description

BT Response: Please see attached file, "BT VITA RFP_AV Breadth of Offering tab_MFG websites".

Y

Will your proposed solution provide the Commonwealth a variety AV Production Services?

Y

BT Response: BT offers a complete variety of onsite AV Production services for both a live audience as well as a remote audience (including onsite encoding/streaming, video conferencing, audio conferencing, etc.)

BT Response: Each onsite AV production solution is completely unique in its build (see AV Production Services tab for more details). BT provides a broad variety of services onsite from audio to video. A sample of services/products offered are below, additional offerings can be provided upon request:

- cameras
- microphones
- lighting
- sound amplification
- projection
- recording
- video playbacks
- Pro-Skype
- laptops
- printers
- teleprompters
- encoders for live streaming w/ redundant networks for resiliency
- audio hybrids to combine audio conferencing
- satellite uplink/downlink
- video conferencing (H323 & H320)
- staging
- pipe & drape
- confidence monitors
- production laptops, etc.

Y

If so, please provide a complete and comprehensive list consisting of hyperlinks, if available, to the various categories and types of production services your firm is offering.

Will your proposed solution provide the Commonwealth a variety of manufacturers to choose from? If so, please list, describe and document the authorizations and certifications you may have from each one (i.e. OEM letter, gold, platinum, premier, years together, etc.)

Y

BT Response: The proposed solution for the Commonwealth will include a variety of manufacturers to choose from, including: ALMO, AMD, Audio Visual Furniture International, Avizia, Avteq, Cisco, Comprehensive, Crestron, Draper, Extron, Free Flight Corp, Milestone, NEC, Polycom, Revolabs, Smart, Tecnec Distributing, Wolfvision, and as well as many other suppliers. Documented authorizations are attached to this RFP. Please note that: Samsung, Sharp, Peerless, and Panasonic are via letter from Almo, and Crown, Hellerman, TechFlex are via letter from Tecnec, and Audio Technica, Elmo, JBL, and Shure are via letter from FDW Corporation. See attached files for authorizations. Additional authorization for other providers will be provided upon request.

BT Conferencing – Service Level Goals
V12.2015

EXHIBIT B

Category	Service Level	Explanation of Service Level
Online Report Availability	7x24 - 99%	<p>BTC will aim for the Online Reports to be available 99% of the time as measured monthly.</p> <p>“Availability” or “Available” is defined as the time that a service is operational and available for use by CUSTOMER. System Availability is calculated monthly per Service as follows: $1 - (\text{Service Outage Time (minutes)} / (* \text{ Minutes in the Period})) = \text{System availability}$</p> <p>Service outage time is based on the total (unscheduled) minutes of outage time. Service outage time is measured from the time the system is registered unavailable to the time Availability is restored to CUSTOMER. An outage condition exists when CUSTOMER does not have Availability to a Service. Scheduled Outages include those outages planned by BTC as preventative or to accomplish platform growth or upgrades. Outages resulting from the following items shall be excluded from the calculation of Service outage time: weekly or otherwise scheduled maintenance; force majeure events - any act or event beyond the reasonable control of BTC, including but not limited to geographic or climatic conditions, wind, fire, flood, Act of God, riot, war, strike, carrier outages, governmental acts or orders or any other similar or dissimilar act or event not within the reasonable control of BTC; CUSTOMER’s negligence or willful misconduct or the negligence or willful misconduct of others authorized by CUSTOMER to use the Services; any incompatibility or failure of Customer’s own equipment; any other occurrence for which liability has been disclaimed under this agreement</p>
Engage Meeting Manager Availability	7x24 - 99%	<p>BTC will aim for the Engage Meeting Manager to be available 99% of the time as measured monthly.</p> <p>“Availability” or “Available” is defined as the time that a service is operational and available for use by CUSTOMER. System Availability is calculated monthly per Service as follows: $1 - (\text{Service Outage Time (minutes)} / (* \text{ Minutes in the Period})) = \text{System availability}$</p> <p>Service outage time is based on the total (unscheduled) minutes of outage time. Service outage time is measured from the time the system is registered unavailable to the time Availability is restored to CUSTOMER. An outage condition exists when CUSTOMER does not have Availability to a Service. Scheduled Outages include those outages planned by BTC as preventative or to accomplish platform growth or upgrades. Outages resulting from the following items shall be excluded from the calculation of Service outage time: weekly or otherwise scheduled maintenance; force majeure events - any act or event beyond the reasonable control of BTC, including but not limited to geographic or climatic conditions, wind, fire, flood, Act of God, riot, war, strike, carrier outages, governmental acts or orders or any other similar or dissimilar act or event not within the reasonable control of BTC; CUSTOMER’s negligence or willful misconduct or the negligence or willful misconduct of others authorized by CUSTOMER to use the Services; any incompatibility or failure of Customer’s own equipment; any other occurrence for which liability has been disclaimed under this agreement</p>

BT Conferencing – Service Level Goals
V12.2015

<p>Onward system Availability</p>	<p>7x24 - 99%</p>	<p>BTC will aim for the Onward system to be available 99% of the time as measured monthly. “Availability” or “Available” is defined as the time that a service is operational and available for use by CUSTOMER. System Availability is calculated monthly per Service as follows: $1 - (\text{Service Outage Time (minutes)} / (* \text{ Minutes in the Period})) = \text{System availability}$ Service outage time is based on the total (unscheduled) minutes of outage time. Service outage time is measured from the time the system is registered unavailable to the time Availability is restored to CUSTOMER. An outage condition exists when CUSTOMER does not have Availability to a Service. Scheduled Outages include those outages planned by BTC as preventative or to accomplish platform growth or upgrades. Outages resulting from the following items shall be excluded from the calculation of Service outage time: weekly or otherwise scheduled maintenance; force majeure events - any act or event beyond the reasonable control of BTC, including but not limited to geographic or climatic conditions, wind, fire, flood, Act of God, riot, war, strike, carrier outages, governmental acts or orders or any other similar or dissimilar act or event not within the reasonable control of BTC; CUSTOMER’s negligence or willful misconduct or the negligence or willful misconduct of others authorized by CUSTOMER to use the Services; any incompatibility or failure of Customer’s own equipment; any other occurrence for which liability has been disclaimed under this agreement</p>
<p>Online Help Desk Availability</p>	<p>7x24 - 99%</p>	<p>BTC will aim for the Online Help Desk to be available 99% of the time as measured monthly. “Availability” or “Available” is defined as the time that a service is operational and available for use by CUSTOMER. System Availability is calculated monthly per Service as follows: $1 - (\text{Service Outage Time (minutes)} / (* \text{ Minutes in the Period})) = \text{System availability}$ Service outage time is based on the total (unscheduled) minutes of outage time. Service outage time is measured from the time the system is registered unavailable to the time Availability is restored to CUSTOMER. An outage condition exists when CUSTOMER does not have Availability to a Service. Scheduled Outages include those outages planned by BTC as preventative or to accomplish platform growth or upgrades. Outages resulting from the following items shall be excluded from the calculation of Service outage time: weekly or otherwise scheduled maintenance; force majeure events - any act or event beyond the reasonable control of BTC, including but not limited to geographic or climatic conditions, wind, fire, flood, Act of God, riot, war, strike, carrier outages, governmental acts or orders or any other similar or dissimilar act or event not within the reasonable control of BTC; CUSTOMER’s negligence or willful misconduct or the negligence or willful misconduct of others authorized by CUSTOMER to use the Services; any incompatibility or failure of Customer’s own equipment; any other occurrence for which liability has been disclaimed under this agreement</p>

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Average Speed of Answer - Reservations	5x24 - 30 seconds average speed of answer	Average speed of answer (ASA) for calls into BTC's Reservations team, will be 30 seconds or less, based on a monthly average of all calls processed for CUSTOMER. If non-branded dial-in numbers are used, monthly average calculations will be based on all calls associated with said numbers. Any time associated with the playing of messages to callers will be excluded as part of this measurement.
Average Speed of Answer - Conference Production	5x24 - 30 seconds average speed of answer	Average speed of answer (ASA) for calls into BTC's Conference Production team, will be 30 seconds or less, based on a monthly average of all calls processed for CUSTOMER. If non-branded dial-in numbers are used, monthly average calculations will be based on all calls associated with said numbers. Any time associated with the playing of messages to callers will be excluded as part of this measurement.
Average Speed of Answer - Video Technical Helpdesk	5x18 - 30 seconds	"Average speed of answer (ASA) for calls into BTC's Video Technical Helpdesk, will be 30 seconds or less, based on a monthly average of all calls processed for CUSTOMER 5x18 (expand on 5x18). If non-branded dial-in numbers are used, monthly average calculations will be based on all calls associated with said numbers. Any time associated with the playing of messages to callers will be excluded as part of this measurement."
Video Technical Helpdesk Availability	BTC will target to have its Helpdesk available for general assistance and acceptance of faults and issues 99.5% of the time, 24 hours a day/7 days a week,/365 days per year.	"Availability" or "Available" is defined as the time that a service is operational and available for use by CUSTOMER.

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Version	Author	Note	Date
V12	Andrea Hoyle	Updated the wording for Online Report Availability to match the service level targets and Average Speed of Answer - Reservations.	5 th June 2015

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1. Definitions

In addition to the definitions set out in the BT Products and Services Agreement (“PSA”), the following definitions will apply:

“Account”	means an identifier that BT gives to the Customer. This identifier is used on all records;
“Active Host”	means a Host who hosts one (1) or more meetings per month using Cisco WebEx Services;
“Active Host Average”	means that prior to conclusion of the then-current Initial or Renewal Term, BT will calculate the number of Active Hosts averaged over the immediately preceding three (3) month period (for example, months 9, 10 and 11) to determine the “Active Host Average”;
“BT Conferencing Co-ordinator”	means the individual who will assist during the conference;
“BT MeetMe”	means a separate service provided by BT;
“Cisco WebEx”	means Cisco WebEx LLC;
“Concurrent Users”	means the number of simultaneous users accessing the Service at any one time.
“Employees”	means full and part-time employees of Customer that are users of dedicated personal computers with internet access, including all of Customer’s subsidiaries and affiliates;
“Full Deployment”	means Enterprise wide access, based on employee count (license required for every employee), no departmental sales;
“Host”	means the named person whose account the Service session is booked under;
“Initial Measurement Date”	means the first day of the Month following completion of the Registration Process;
“Initial Term”	means the period selected by the Customer starting on the Initial Measurement Date;
“Measurement Date”	means the first day of each Month starting on the Initial Measurement Date;
“Minimum Monthly Charge”	means the minimum Charge set out in the Order which the Customer must pay each Month;
“Minimum Monthly Commitment”	means the minimum number of Units set out in the Order for which the Customer will be charged the Minimum Monthly Charge;

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“Named Host”	means an individual Account that may not be shared or used by anyone other than the one Employee to whom the Named User Account is assigned;
“Overage”	means all Units used by the Customer in a Month which are in excess of the Minimum Monthly Commitment or the exceeding by the Customer of the maximum number of Attendees or the agreed cap;
“Participant”	means a person using the Service;
“Ports”	means a licence that allows a Host and Participant access to the Service;
“Ports Overage”	means the peak number of Concurrent Users above number of Ports purchased, as measured by BT, across 15 minute intervals throughout the day. The interval period will commence at midnight GMT;
“Service”	means the Cisco WebEx conferencing service which is described in the Service Schedule and which is the BT Web Conferencing Service powered by Cisco WebEx;
“Term”	means the period set out in the Order form starting on the term anniversary of the Initial or subsequent Renewal Term;
“Unit”	means the definitive or determinate quantity of measurement used to determine the Monthly Charges.

2. Service Description

The Service provides a broad range of web conferencing services that build on the real-time functionality and capabilities of the Cisco WebEx dedicated delivery network; this is a private global network, created with a carrier-class information-switching architecture. The Service options are Meeting Centre, Event Centre, Training Centre and Support Centre Remote Support which can be purchased individually or as an integrated package called Cisco WebEx Enterprise Edition.

2.1 Cisco WebEx Options

Meeting Center

Cisco WebEx Meeting Center is an application that enables the sharing of documents and applications on the Web enabling communication through interactive online meetings. Participants can give presentations, demonstrate software, view and annotate documents electronically. Teleconferencing is integrated with the Cisco WebEx Meeting Center. In addition Cisco WebEx Meeting Center may include additional features such as record and playback, integrated video, the ability to edit any document collaboratively and the ability to share applications or a Participant’s entire desktop.

Event Center

Cisco WebEx Event Center provides a managed Web conferencing service for communications events such as press briefings, product announcements and marketing events. Cisco WebEx Event Center combines Cisco WebEx’s interactive meeting capabilities with planning, training, logistics management and real-time support services. Cisco WebEx Event Center includes online confirmation, notification, and instruction, customised Participant registration, high-resolution text and graphics, the ability to demonstrate a broad



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range of applications in real-time, audience feedback collection via polling, white board interaction, guided web browsing, live chat, recording and archiving of seminars for on-demand playback, and end user reports.

Training Center

Cisco WebEx Training Center is a service for training and e-learning applications. With Cisco WebEx Training Center, Participants can coordinate training schedules from announcement to enrolment to follow-up, deliver live instruction from a variety of sources directly to learners' desktops, and give presentations that include audio, video and interactive multimedia. Cisco WebEx Training Center allows Participants to administer comprehensive tests, organise multiple simultaneous breakout sessions, and record, edit, play back and archive entire sessions for future use.

Support Center Remote Support

Cisco WebEx Support Center Remote Support is used by customer service organizations to provide remote hands-on support for system or software application problems. It allows service agents to support end-users through a web browser. The Service can be configured with a custom user interface to simplify support interactions for both the support agent and the end-user.

2.2 Enterprise Edition

Cisco WebEx Enterprise Edition integrates Cisco WebEx Meeting Center, Cisco WebEx Event Center, Cisco WebEx Training Center, and the Cisco WebEx Support Center Remote Support - to create a comprehensive solution for the Customer.

3. **Features**

The Service features are set out below however, BT reserves the right without notice to upgrade the Service to a later version provided by Cisco WebEx, which may result in these features and their descriptions changing.

3.1 Generic Service features

Feature	Detail
Share documents, applications, or desktops	Share and control documents, applications, and desktops remotely in real time without uploading files to a server. Collaborate on content to view, annotate, and enlarge documents or graphics. Switch between different sharing modes without transitions or distractions.
Rich multimedia experience	Incorporate multi-media into presentations: PowerPoint™, Flash™ animations, and audio and video.
Video and video conferencing	<p>Real-time visual reference. Simulate face-to-face meeting with Participants from multiple locations with multi-point video.</p> <ul style="list-style-type: none"> ▪ Supported on all Cisco WebEx Centers with exception of Cisco WebEx Event Center. ▪ Supported Platforms <ul style="list-style-type: none"> ○ Windows, Macintosh (Full support) ○ Linux, Solaris (View only) ▪ Min. Network Requirements 128Kbps (256Kbps Recommended) ▪ Resolutions: SQCIF, QCIF, CIF SQCIF, QCIF, CIF ▪ Max Resolution (pixels) 352 x 288 (CIF) ▪ Max Frame Rates (per sec.) 15fps (SQCIF, QCIF) 10fps (CIF) ▪ Transport Protocol TCP Port 80, SSL 443 ▪ Maximum Participants 500 ▪ Video Codec H.264 ▪ Additional Features:



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Feature	Detail
	<ul style="list-style-type: none"> ○ Frame Rate Control ○ Resolution Control ○ Video Snapshot ○ Congestion Control
Desktop integration suite	Initiate meetings instantly from MS Office™, MS Outlook™, Lotus Notes and other instant messaging solutions.
One-click meeting access	Start a meeting and invite Participants instantly from desktop.
Network-Based Recording (NBR)	<p>Available on request with all Cisco WebEx Centers with Committed Charges. Allows the Host to record the web and audio conference on the Cisco WebEx server with the following specification:</p> <ul style="list-style-type: none"> ▪ File Formats: Advanced Recording Format .arf ▪ Recording Conversion: WebEx .arf to Windows Media .wmv and Flash .swf ▪ Recording Resolution 1024x768 ▪ Audio Recording: BT MeetMe ▪ Recording Player: Cisco WebEx Network Recording Player ▪ File Size: Typically 15MB to 40MB per Hour of Meeting Time; Results Vary by Meeting Content ▪ Max Recording Length: 12 hours ▪ Storage / Distribution: Saves to Cisco WebEx "My Files," able to stream, download, and/or publish the recording URL
NBR Overage	The first 1Gb of NBR storage is included as part of the Service. Additional NBR storage (Overage) is available to the Customer upon request and will be charged Monthly in arrears per Gb used. There is no limit to the amount of Overage available for use by the Customer.
PowerPanels™	Deliver full-screen views for Participants whilst using controls to manage meeting activity privately behind the scenes.
Chat	Interact with the audience of the web conference through an online chat between Host and a Participant, or Host and all Participants.
Annotation	Pointers and real time annotation tools to provide additional commentary and collaboration.
Firewall friendly	Work through most firewalls without opening additional ports.
WebJoin	<p>WebJoin simplifies the set up and access to web conferences with the provision of a single URL for both the Chairperson and Participants to access every web meeting and one passcode to join both the web and audio conference'</p> <p>Available to Participants with an active BT MeetMe or Cisco WebEx conferencing Account at no additional charge.</p> <p>WebJoin is not supported on mobile devices and does not include a recording facility.</p>

3.2 Meeting Centre features:

Feature	Detail
Charge options	Uncommitted Price Per Minute
	Committed Price Per Minute (standalone or bundled with Enterprise Edition)
	Named Host (with 25 Participants capacity without incurring Overage)
	Ports
	Named Host (Cap 200)

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Feature	Detail
	Full Deployment Named Host (Cap 25)
	Full Deployment Named Host (Cap 1000)
	Active Host (Cap 1000)
Number of Participants	Meeting capacity for Meeting Center is up to 1000 Participants. This limit is also dependent on the Meeting Centre option purchased.
E-mail and IM integration/quick start meetings	Send invitations and reminders to a meeting through local e-mail solution.

3.3 Event Centre features:

Feature	Detail
Charge options	Committed Price Per Minute (standalone or bundled with Enterprise Edition)
	Named Hosts
	Ports
Number of Participants	Event capacity for Event Center is 3000 total Participants (or license limitation)
PowerPanels™	Deliver full-screen views for Participants whilst you managing events behind the scenes. Use of floating panels to track Participants activity, respond to questions presented in chat, and review poll results.
Multiple presenters and panelists	Define during set-up those Participants who will be a presenter as a panelist during the event.
Panelists entrance and prep room	Allow panelists to enter crowded events through a backstage door. Make a private practice room available for last-minute rehearsal out of Participants' view. Provide speakers with audio for practice sessions in the preparation room.
Q&A, chat, polls, and surveys	Increase interaction and gather feedback instantly from audience
Automated e-mail management	Send out invites, confirmations, reminders, and follow-up e-mails automatically.
E-mail templates	Increase attendance by creating attractive HTML or text e-mails.
iCalendar support	Schedule and join using MS Outlook™ calendar integration.
Registration and reporting	Customize event registration with a BT Premium Audio Conference.
Lead-source tracking and automated lead scoring	Identify highest quality and most cost-effective lead sources.
Record, edit, and playback	Record events for reuse and review. Post seminar recordings.

3.4 Support Centre features:

Feature	Detail
Charge options	Committed Price Per Minute (bundled with Enterprise Edition)
	Named Host (with 5 Participant capacity).
Number of Participants	Each support rep can have up to 4 sessions running simultaneously, with up to 5 Participants each.



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Feature	Detail
File transfer	Transfer files to and from a system to apply patches and updates during the session or retrieve customer data files for in-depth analysis.
Log on to desktop as an administrator	Sign on to a personal computer as administrator to access and install new applications and perform other activities that require administrative privileges.
Remote printing	Redirect printouts for offline analysis.
Scale to fit	View desktop without scrolling to speed the support process.
Floating TSR control panel	Access all session controls during desktop or application sharing without obstructing view or switching screens.
System information	Collect system information, print and save for future reference.
Persistent reboot	Join a session following a reboot.
Post session survey	Post support session data capture form for feedback of customer satisfaction.
Management reporting	Measure help desk and call center statistics, including number of sessions, session time, and session feedback to track and improve performance.
CRM integration	Initiate support session directly through CRM solution. This feature may require Cisco WebEx Professional Service charges subject to separate agreement.

3.5 Training Centre features:

Feature	Detail
Charge options	Committed Price Per Minute (bundled with Enterprise Edition)
	Named Host (with 30 Participant capacity without incurring Overage)
	Named Host (with 50 Participant capacity without incurring Overage)
	Named Host (with 100 Participant capacity without incurring Overage)
	Ports
Number of Participants	Training session capacity is up to 500 Participants.
Hands-on lab	Connect remote learners with remote computers, applications, and simulations before, during, or after live training sessions to reinforce learning with hands-on activities.
Breakout sessions	Conduct multiple, simultaneous small groups, collaborative activities. Trainers can “walk around the room” and see how each group is doing. The BT MeetMe audio conference will not follow the breakout rooms.
Testing and grading	Assess comprehension, track individual performances, and share correct answers within a session. Leverage web-based libraries for pre- and post-session training.
Polls and surveys	Measure session effectiveness and gather feedback for future sessions.
Registration and reporting	Simplify session registration and easily track attendance.
On-demand module	Create, manage, deliver and access on-demand training. View sessions from the viewer-friendly player, with intelligent search capabilities, detailed tracking, file transfer capabilities, and integrated testing.

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3.6 Enterprise Edition features:

Feature	Detail
Charge options	Named Host (Cap 200)
	Named Host (Cap 1000)
	Active Host 1000
	Full Deployment MC 200 Named Host
	Full Deployment MC 1000
	Full Deployment EE 1000
	Full Deployment EE 200 Named Host
	Full Deployment EE 1000 Named Host
	PPM – Committed
	PPM – Uncommitted

3.7 Operating Systems Requirements for Cisco WebEx

The Operating System requirements for the Service are set out below, however BT reserves the right to change these system requirements and the Service to a different version provided by Cisco WebEx.

Operating System	Requirement
Windows 2000, XP-32 bit (SP3), 2003, Vista, 32-bit/64-bit Windows 7, 32-bit/64 bit.	Internet Explorer 6/7/8/9 (IE9 is supported by Windows 7 only) Firefox 3.x, 4 (32-bit) Chrome 9, 10 JavaScript and cookies enabled Requires Sun Java 5 or higher Recommend ActiveX be enabled for Internet Explorer Intel or AMD processor (1GHz or faster) At least 512 MB RAM (at least 2 GB RAM for Vista) Netbooks running Windows XP also supported
Mac OS X 10.5, 10.6.	Safari 4/5 Firefox 3.x, 4 Chrome 9, 10 JavaScript and cookies enabled Requires Apple Java 5 or higher No support for Remote Access Intel processor At least 512 MB RAM
Solaris 10/11	Mozilla 1.7 Firefox 3.x JavaScript and cookies enabled Requires Sun Java 5 or higher No support for Remote Access SPARC or Intel or AMD processor(Solaris 10) Intel or AMD processor (Solaris 11) At least 1 GB RAM
HP-UX 11.11	Mozilla 1.7 Firefox 2 JavaScript and cookies enabled Requires Sun Java 5 or higher Meeting Centre only PA-RISC processor At least 1 GB RAM



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Operating System	Requirement
32-bit Ubuntu 10.x, 32-bit Fedora 13/14, 32-bit Red Hat 5, 32-bit OpenSUSE 11.2/11.3	Firefox 3.x, 4 (32-bit) Mozilla 1.7 JavaScript and cookies enabled Requires Sun Java 5 or higher No support for Remote Access At least 512 MB RAM
AIX 5L, 5.3	Mozilla 1.6 Firefox 2 JavaScript and cookies enabled Requires IBM Java 5 or higher Meeting Centre only At least 1 GB RAM
IBM Lotus Notes/Domino Server 6.5.3, 6.5.4, 6.5.5, 7.0.0, 7.0.1, 7.0.2	Windows 2000 Windows XP SP2 Windows Server 2003
IBM Lotus Notes/Domino Server 8.0.0, 8.0.1	Windows XP SP2 Windows Server 2003 Windows Vista Windows 7
IBM Lotus Notes 8.5.1 (32 bit)/ Domino Server 8.5 (supported in T27LFR14 and later)	Windows XP SP2 Windows Server 2003 Windows Vista Windows 7

4. Standard Named Host and Named Host Full Deployment

4.1 Standard Named Host Purchases

A Named Host is any host who may host an unlimited number of meetings (“Meeting(s)”) using the Service; provided that a Named Host may only host the agreed maximum number of simultaneous Meetings at any given time. Each Meeting must be hosted by a Named Host and may include no more than the above-listed maximum number of meeting participants, including the Named Host.

Named Host accounts are individualized and may not be shared or used by anyone other than the one Employee to whom the Named User account is assigned. The identification of Named Hosts must be unique to an individual and may not be of a generic nature. The Customer shall be required by BT to identify those Employees assigned to Named Host accounts on a Customer’s “Manage Hosts” list (the “List”). The List will be maintained by the Customer who will update the List so that it is current at all times.

The committed number of Named Hosts accounts may be changed upon submission and acceptance of an Order Form.

The Customer agrees to allow Cisco WebEx the right, upon reasonable notice, to audit resale customer records (including but not limited to the List) during normal business hours to ensure the Customer’s compliance with the above requirements. Cisco WebEx will pay the cost of the audit unless it is found that the Customer is misusing the Service by, for example, exceeding the number of allowable Meeting participants, assigning more Named Host accounts than the resale customer has subscribed to, sharing a Named Host account among multiple Employees, having a Named Host hold more than the specified maximum number of simultaneous Meetings at the same time, or providing a Named Host account to a non-employee.



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4.2 Named Host Full Deployment Purchases

The standard Named Hosts model applies with the following **additional** requirements:

The Customer will provide BT with a written report which it will submit with the first Order and on each anniversary of the effective date of this Order certified by an officer of the Customer stating the total number of Employees of the Customer. The Customer must be an ultimate parent corporation and this Order will apply to all subsidiaries and Affiliates controlled, directly or indirectly by the customer and the Employees of each of them. If the change in the number of Employees exceeds three percent (3%) from the prior year, the monthly fee will be reset based on the total number of Employees employed for the then current year, and subject to the per-Employee fee set forth in this order. If there is an extraordinary event during the Term, such as a merger, acquisition, divestiture or significant layoff that changes the number of Employees by more than twenty percent (20%), Customer shall report such change to BT within thirty (30) days of such event and the Monthly fee will be reset based on the number of Employees in existence after such event.

5. **Registration Process**

The Customer must register for an Account with BT in order to apply for the Service.

To register, please contact:

Europe: 0800 77 88 77 or www.conferencing.bt.com

US: 866.766.8777 or <http://www.btconferencing.com/>

Asia: +61 2 9231 1130 or <http://www.btconferencing.com/asiapacific/>

When a new user license is created, BT will forward a welcome email including a URL and the necessary log-in details to access the Service. BT will also offer a complementary user information pack via e-mail/mail/telephone describing the features of the product, and offer user training. The complementary offering and its contents will be reviewed from time to time with changes to best meet the needs of all BT conferencing customers.

6. **Customer's Responsibilities**

The Customer is responsible for:

- 6.1 Providing suitable computer hardware, software and telecommunications equipment and services necessary to access and use Cisco WebEx. This Contract does not include the provision of telecommunications services (including access to the Internet) or hardware necessary to connect to Cisco WebEx.
- 6.2 Customer Information transmitted through the use of Cisco WebEx. The Customer accepts that BT is under no obligation to edit, review or modify the Customer Information or Third Party Information and that BT does not examine the use to which Cisco WebEx is put.
- 6.3 Not exceeding the number of allowable Meeting participants, sharing a Named Host account among multiple Employees, having a Named Host hold more than the specified maximum number of simultaneous Meetings at the same time, or providing a Named Host account to a non-employee.
- 6.4 Ensuring that Named Host accounts are not be shared or used by anyone other than the one Employee to whom the Named Host account is assigned. The identification of those individuals assigned a Named Host account must be unique to an individual and may not be of a generic nature.
- 6.5 Identifying those Employees assigned to Named Host accounts on the "Manage Hosts" list (the "List"). The List will be maintained by the Customer's Site Administrator and provided to BT upon request. A Named Host account may not be transferred to another Employee except upon (a) termination of the Named Host's employment with Customer, or (b) in all other instances, BT's prior written approval.

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- 6.6 Providing BT with a written report upon execution of the Order Form, and annually thereafter, thirty (30) days prior the Effective Date. Each report will be certified by an officer of Customer stating the total number of Employees of Customer. As defined herein, Employees does not include any third party contractors of Customer, unless otherwise agreed to by the parties in writing.
- 7. Use of the Service**
- 7.1 The Customer must only access the Service in the manner permitted by BT and must not attempt at any time to circumvent system security or access the source software or compiled code.
- 7.2 Customer and its Users are solely responsible for all Content used in connection with the Service.
- 7.3 The Service must not be used:
- in any way that does not comply with the terms of any legislation or any license applicable to the Customer or that is in any way fraudulent or unlawful;
 - in any way that does not comply with any instructions given by BT or any other public telecommunications Conference Coordinator or other competent authority, in any country where the Service is provided;
 - to send, knowingly receive, upload, download, use or re-use any information or material which is abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights; or
 - to send or provide unsolicited advertising or promotional material, or knowingly to receive responses to any unsolicited advertising or promotional material sent or provided using the Service by any third party.
- 7.4 If the Customer or anyone else, with or without the Customer's knowledge or approval, uses the Service in contravention of this Section, uses the service capacity or any software made available to it in any way which, in BT's opinion, is, or is likely to be, detrimental to the provision of the Service to the Customer or any other customer and fails to take corrective action within a reasonable period of receiving notice from BT to do so, BT may treat the contravention as a breach of this Service Schedule for the purposes of the PSA.
- 7.5 If activated as part of this Service call back, call me and dial out features where prohibited under local legislation and regulation will not be available to Participants. Local country legislation and regulation may change during contract duration.
- 7.6 The list of countries prohibiting call-back or call me services. This list may change from time to time. BT understands that such calls are prohibited from: Afghanistan, Albania, Algeria, Netherlands Antilles, Saudi Arabia, Armenia, Azerbaijan Bahamas, Bahrain, Belarus, Belize, Benin, Bosnia, Brazil, Brunei Darussalam, Burkina Faso, Burundi, Cambodia, Cameroon, Central African Rep., China, Cyprus, Colombia, Comoros, Costa Rica, Côte d'Ivoire, Cuba, Djibouti, Dominica, Egypt, United Arab Emirates, Ecuador, Eritrea, Ethiopia, Fiji, Gabonese Rep., Gambia, Ghana, Guinea, Guyana, Haiti, Honduras, Cook Islands, India, Indonesia, Iran, Ireland, Israel, Jamaica, Jordan, Kazakhstan, Kenya, Kiribati, Kuwait, Macedonia, Lesotho, Latvia, Lebanon, Macao China, Madagascar, Malaysia, Malawi, Mali, Morocco, Mauritius, Mauritania, Mexico, Moldova, Monaco, Mozambique, Nicaragua, Niger, Nigeria, New Caledonia, Oman, Uganda, Pakistan, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Poland, Qatar, Syrian Arab Rep., Dem. Rep. of the Congo, Kyrgyz Rep., Slovak Rep., Romania, San Marino, Samoa, Serbia and Montenegro, Seychelles, Sudan, Sri Lanka, South Africa, Suriname, Tanzania, Chad, Thailand, Tonga, Tunisia, Turkey, Tuvalu, Ukraine, Vanuatu, Venezuela, Vietnam, Wallis & Futuna, Yemen, Zambia, Zimbabwe.



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- 7.7 The Customer shall indemnify BT against any claims or legal proceedings which are brought or threatened against BT by a third party because the Service is used in breach of paragraph 5.8. BT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings and have due regard to the Customer's representations.
- 7.8 The Customer must indemnify BT against any claims or legal proceedings which are brought or threatened against BT by a third party because the Service is used in breach of this Section. BT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.
- 7.9 The Customer is responsible for the acts and omissions of all Users in connection with the Service and is liable for any failure by any users to perform or observe the terms and conditions of this Service Schedule, including any instructions issued by BT or any other public telecommunications Conference Coordinator or other competent authority, in any country where the Service is provided.

8. Charges and Payment Terms

- 8.1 Committed Charges will be invoiced monthly in advance. This includes, but is not limited to Named Host Licenses, Active Host, Committed Ports, Committed Minutes and Committed NBR.
- 8.2 Usage based Charges including but not limited to Uncommitted PPM and overage will be charged in arrears.
- 8.3 In respect of both the Initial Term and the Renewal Term, the Customer will pay the Minimum Monthly Charge.
- 8.4 Charges will be calculated in accordance with the details available on each Measurement Date as recorded by or on behalf of BT.
- 8.5 The Customer will be liable for Charges for the Service from acceptance of the Order from BT.

Committed Price per minute (PPM)

- Committed minutes that are not used by the Customer during the month for which they were committed will be forfeited with no credit or refund to Customer and not carried forward to subsequent months.
- The total number of minutes to be invoiced per session will be the total usage of all Attendees during the session. The usage of each Attendee will be rounded up to the nearest minute
- Any Overage will be invoiced on the same basis as the Minimum Monthly Charge.

Named Host

- During the term of the Contract, the Customer may request that additional Named Host accounts be added. Charges in respect of these additional Named Host accounts will start following completion of the Registration Process and will be invoiced in accordance with the Contract on the next Measurement Date, prorated for previous month and in advance of the subsequent month.
- Named Host accounts shall not be shared or used by any person other than the designated account holder. Any transfer of a Named Host account will only be permitted with BT's prior written consent
- The Cisco WebEx Micro Site will be managed by BT and the Customer shall ensure that name of each person designated as a Named Host is relevant and up to date.

Uncommitted Price per Minute

BT Master Services Agreement

Cisco WebEx Conferencing (GRA) Services Services Schedule

PSA Reference *****

- The total number of minutes to be invoiced per session will be the total usage of all Participants during the session. The usage of each Participant will be rounded up to the nearest minute.

Active Host

- The Cisco WebEx Micro Site will be managed by BT and the Customer shall ensure that name of each person designated as a Named Host is relevant and up to date.
- Calculation of Subscription Quantity for the Initial Term.
 - i. New Customer. If Customer is not a current Cisco WebEx customer, the “Subscription Quantity” is the greater of: (1) 15% of the total number of Employees, or (2) 100 Active Host accounts.
 - ii. Existing Customer. If Customer is an existing Cisco WebEx customer, the “Subscription Quantity” is the greater of: (1) 15% of the total number of Employees, (2) 100 Active Hosts accounts, or (3) the Active Host Average calculated from all existing subscription(s).
- Calculation of the Subscription Quantity for all Renewal Terms - Prior to conclusion of the then-current Term, BT will calculate the Subscription Quantity as set forth above. Customer understands and agrees that any change in the Subscription Quantity will occur immediately upon calculation and without prior notice. Customer will be made aware of the change upon invoicing in the subsequent billing period.
- Calculation of Total Monthly Fee - The Total Monthly Fee is the Subscription Quantity (as calculated for the Initial and each Renewal Term and upon an Extraordinary Event) multiplied by the Monthly Fee Per Active Host. The Total Monthly Fee is re-set at the beginning of each Renewal Term, and after an Extraordinary Event.
- Extraordinary Event - If there is an extraordinary event during the Initial or any Renewal Term, such as a merger, acquisition divestiture or significant layoff that changes the number of Employees by more than twenty percent (20%) (an “Extraordinary Event”), Customer shall report such change to BT within thirty (30) days of such event and the Subscription Quantity will be reset based on the number of Employees in existence after such event. Under these circumstances, determination of the Total Monthly Fee will be re-calculated as set forth above.
- Audit - BT will have the right, upon reasonable notice, to audit Customer’s records (including but not limited to the List) during normal business hours to ensure Customer’s compliance with the above requirements. Cisco WebEx will pay the cost of the audit unless it is found that Customer is misusing the Service by, for example, exceeding the number of allowable Meeting participants, sharing a Named Host account among multiple Employees, having a host hold multiple Meetings at the same time in excess of the maximum number of simultaneous meetings set forth above, providing a Named Host account to a non-Employee, or misrepresenting the total number of Employees.

Named Host Full Deployment

- The above conditions contained within clause 4.2 will all apply for Named Host Full Deployment.
- Calculation of the Subscription Quantity for all Renewal Terms – The “Subscription Quantity” is equal to the total number of Employees.

Ports

- In respect of both the Initial Term and the Renewal Term, the Customer will pay the Minimum Monthly Charge (committed number of ports) multiplied by the Charge per Port.

BT Master Services Agreement **Cisco WebEx Conferencing (GRA) Services** **Services Schedule**

PSA Reference *****

- The Webex Micro Site will be managed by BT and the Customer shall ensure that name of each person designated as a Named Host is relevant and up to date.
- The total number of Participants in any one meeting (including Hosts) and the total number of Participants accessing the Service at any one point in time (including Hosts) can exceed the total number of Ports purchased by Customer. This ensures that scheduled meetings always have resources available. Any ports used in excess of the committed number of ports will be charged per 15 minutes per port. The overage price will be included in the Order form.
- Meetings must be initiated and conducted by Hosts. The Customer may designate an unlimited number of Employees as meeting Hosts and each Host may initiate an unlimited number of meetings using the Service.

9. Term and Termination

The Term for the Service shall be twelve (12) Months. Following expiration of the Initial Term, the Service will automatically renew for successive twelve (12) Month Renewal Terms until terminated by the Customer, subject to forty five (45) days notice, or BT in accordance with the PSA. In the event of early termination by the Customer for convenience or by BT for Breach under the PSA, the Customer shall pay:

- an amount equal to the outstanding Charges that would have been payable by the Customer in respect of the Term, and;
- 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.

10. Service Levels

Service levels and performance credits do not apply to this Service.



EXHIBIT B

Product and Services Agreement

Service Schedule

PSA Reference No.

1. DEFINITIONS

The following definitions will apply, in addition to those in the General Terms and Conditions of the PSA.

“Ancillary Devices”	means additional devices from different equipment manufacturer, such as additional displays or document cameras;
“BT Authorised Service Representative”	means a person authorised by BT to carry out specific Services with BT’s authority;
“BT Branded Service”	means a BT delivered Service;
“BT Video Network”	means BT’s hosted conferencing infrastructure over which BT provides its management, monitoring and conferencing service;
“Business Hours”	means the local office hours 9 am to 5 pm of a Business Day;
“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 a specific BT Service described in this Service Schedule;
“Endpoint”	means video endpoint compliant to industry standards, In the specific service description it is detailed, which standards are supported (e.g. H.323, H.320, Cisco Telepresence, SIP etc.);
“End User”	refers to the people within the Customer’s organisation who are using the Services;
“Excluded Services”	refers to the meaning ascribed in this Service Schedule;
“Help Desk”	means BT’s help desk described in this Service Schedule;
“Infrastructure”	means video infrastructure such as Video Conferencing Bridge (MCU Gateways, Gatekeeper, Call Control Units (e.g. Cisco Call Manager), management tools or firewall traversal devices);
“IP”	means Internet Protocol;
“Manufacturer Branded”	means a Service resold and managed by BT but delivered by the Manufacturer (Cisco, Polycom);



EXHIBIT B ***Product and Services Agreement***

	refers to the documentation provided by BT during service delivery as described in the relevant Service Schedules;
“OSD”	means the Operational Service Date, the date on which the Service is first made available to the Customer unless otherwise stated in the Service Schedule. This may sometimes also be referred to as the Service Start Date;
“POC”	means a point of contact provided by the Customer;
“Site”	means the location where the Endpoint or Infrastructure equipment and conference room is located or the place at which BT agrees to provide Service;
“SmartNet”	means Cisco’s SmartNet maintenance service;
“Update”	means new release of the software which contains enhancements improving the functionality of the software and may only be provided by the manufacturer as part of a chargeable upgrade;
“Video Device”	means either video “Endpoint” or “Infrastructure”;



BT Product and Services Agreement

BT Conferencing Maintenance Service Schedule

PSA Reference. _____

“VPN” means a Virtual Private Network.

2. SERVICE DESCRIPTION

This Service Schedule describes the following BT services related to video:

- **BT Remote/On-site Maintenance** – BT’s comprehensive maintenance service for video Endpoints, multipoint control units and Infrastructure.
- **BT Help Desk Only Maintenance** – BT’s Help Desk Only service that provides diagnostic support and if applicable ticket dispatch management service that integrates with existing manufacturer.
- **Manufacturer Branded Maintenance** – Manufacturer (Cisco; Polycom) branded maintenance.

There are various linkages between the different Services. Certain services are mandatory to provide other services and certain Services are already included in other Services. These linkages are described in the relevant sections of this Service.

All Services described in the Service Schedule are for Customer’s internal use and not for resale or other distribution.

3. BT CONFERENCING MAINTENANCE SERVICE OVERVIEW

The Service provides a suite of extended support and maintenance services that BT will provide directly under a BT branded service or in conjunction with the manufacturer under a manufacturer branded service. Each Service is in accordance with the maintenance program option selected by the Customer for the Covered Products as specified in the Order.

BT provides 5 options for Maintenance Service as follows:

- BT Remote Maintenance
- BT On-site Maintenance
- BT Help Desk Only Maintenance
- Time and Materials
- Manufacturer Branded Maintenance

The Service features for each maintenance option are summarised in the table below:

BT Conferencing Maintenance Services	Remote <i>(Help Desk + sub coverage)</i>	On-site <i>(Help Desk, sub coverage + onsite)</i>	Help Desk Only
Help Desk Services 24 x 7 <i>Call receipt, fault isolation & diagnostics, ticketing & maintenance management</i>	●	●	●
Online Ticket Submittal, Reporting & Tracking	●	●	●
Dispatch & Ticket Management to Manufacturer or 3rd Party Maintenance Provider <i>(as applicable)</i> *			●
Advanced Parts Replacement **	●	●	
24 Hour Test Facilities	●	●	
On-site Technical Support		●	
* Requires Letter of Agency ** Delivered as per published manufacturers lead times & country specific international trading conditions			

4. BT BRANDED MAINTENANCE

BT provides three options for BT’s Branded Maintenance Service:

- BT Remote Maintenance



BT Product and Services Agreement

BT Conferencing Maintenance Service Schedule

PSA Reference. _____

- BT On-site Maintenance
- BT Help Desk Only Maintenance

4.1 BT Remote Maintenance

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 Service Schedule.

- Help Desk Telephone Support:* BT Remote Maintenance provides Customer access to the Help Desk which is available 7X24x365 for telephone assistance regarding end User questions, trouble call reporting, usage or maintenance assistance. The Help Desk technicians utilise 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.
- When incident/trouble tickets are opened; each is categorised based on the severity of the issue(s) using a standard Priority Level criterion. The Priority and Response levels are established as follows.

Priority Level / Response Matrix

Priority Level	Definitions/Examples	Initial Response Time	Update Frequency
P1 - Critical Business Impacting Problem or Issue	Serious Interruptions to a production system that has affected, or could affect the entire user community's ability to access their video conferences, the Help Desk, or an escalation or fault of server service affecting nature. No work-around exists. Examples: network outage, bridge failure	1 Hour	Hourly
P2 - Business Impacting; however work-around exists to the problem or issue	Interruptions to normal operations, where the ability to perform production system tasks is impacted, but the error does not impair essential operations and processing can still continue in a restricted manner. Example: intermittent issues assessing conferences, users drop from conference and are able to dial back in.	4 Hours	4 Hours
P3 - Standard Priority, service requests, complaint or enhancement request	Minimal or no interruptions in normal operations, does not prevent operation of a system, or else there is minor degradation in performance. Examples: scheduled maintenance, user specific set-up, available upgrade needed, monitoring temporarily unavailable.	24 - 48 Hours	Weekly
P4 - Business Service Hold Request, software version, or miscellaneous tracking element with no predictable end date	No interruptions in normal operations, does not prevent operation of a system, or else there is minor degradation in performance that will be fixed or remediated by a software version or upgrade. Examples: version X software upgrade release, end user out of office and unable to respond, ticket maintained as a placeholder for future event or check back date, milestone ticket for some future event.	24 - 48 Hours	Weekly

- Failed Part Replacement:* As part of BT Remote Maintenance, 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 Video Devices 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.



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BT Conferencing Maintenance Service Schedule

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- Shipments of replacement parts are dependent 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 the following events especially, but not limited 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.
- d) *Software Protection:* BT's Remote and On-site Maintenance programs provide the Customer access to the Manufacturer provided system software Updates and/or entitled Upgrades available through the Manufacturers' support online portal BT Remote Maintenance only provides support of Manufacturer provided software protection for Covered Products with the provisioning of Updates, bug fixes and patches unless excluded by the manufacturer for a particular Covered Product in support of an active service ticket. 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, BT will provide the download key from the manufacturer and upon request, assist the Customer with the download and testing of the updates but the Customer must contact the BT 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. Additional BT fees may apply and appointment times will be scheduled after hours/non-peak business hours.

4.2 BT On-Site Maintenance

BT On-site Maintenance includes in addition to the features described under Section 4.1, above, the following features:

- a) *Dispatch of BT Authorised 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 Authorised Service Representative for replacement of suspected failed parts on the Covered Products subject to the maintenance option chosen in the order form. Following BT's diagnosis of the problem, the Maintenance Service is delivered on-site in coordination with the arrival of the replacement of the faulty part at the Customer's Site.
- b) *On-site Support:* If on-site replacement does not resolve the suspected trouble issue, the BT Authorised 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) subject to the maintenance option chosen in the Order form.

4.3 BT Help Desk Only Maintenance

BT Help Desk Only Technical Support Service includes in addition to the features described under Section 4.1, a) and b) above, the following feature:

- *Ticket Management and Dispatch of BT Authorised 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 open ticket on behalf of the customer with the manufacturer for replacement of suspected failed parts on the Covered Products subject to Manufacturer's entitlement. For replacement of suspected failed parts on Products not entitled under manufacturers sub-coverage program, the Help Desk will offer Time and Material Services as described in Sections 5 and 11.

5. TIME AND MATERIAL SERVICES

BT provides the additionally charged Time and Material Service (BT Remote and/or On-site) for Covered Products and non-covered products. Customer can request Time and Material Service through the Help Desk call process. Time and Material Service tickets are processed on a "first come first served" basis. Service Levels do not apply here.



BT Product and Services Agreement

BT Conferencing Maintenance Service Schedule

PSA Reference. _____

6. UNAUTHORISED ALTERATION OF THE COVERED PRODUCTS SOFTWARE AND SYSTEM PROFILE

If any person, other than a BT Authorised Service Representative, alters any Covered Product or the configuration thereof without prior consent of a BT Authorised 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 Authorised Service Representative do not constitute unauthorised alterations for purposes of this section.

7. CUSTOMER'S RESPONSIBILITIES – BT REMOTE AND/OR ON-SITE MAINTENANCE SERVICES

The Customer will:

- 7.1 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.
- 7.2 Provide adequate working facilities for use by BT's on-site maintenance personnel (including heat, light, ventilation, electric current and outlets). These facilities will be within a reasonable distance from the Covered Products and will be provided at no charge to BT.
- 7.3 Care for and use the Covered Products only for a purpose for which it was designed and in accordance with instructions provided by BT and/or the manufacturer.
- 7.4 Provide BT with current copies of control system source code if applicable.
- 7.5 Be responsible for Covered 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.
- 7.6 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.
- 7.7 Be responsible for electrical work external to the Covered Products and/or in house/wall network cabling
- 7.8 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.
- 7.9 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.
- 7.10 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.

8. EXCLUDED SERVICES – BT CONFERENCING MAINTENANCE SERVICES

The BT Conferencing Maintenance Services does not cover any of the following:

- 8.1 Repair of damage to gas plasma or LCD display panels resulting from burn-in.
- 8.2 Replacement of obsolete or non-supported equipment or non-approved Video Devices.
- 8.3 Electrical work external to the Covered Products and/or in house/wall network cabling.
- 8.4 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.
- 8.5 Furnishing consumable supplies or accessories, such as, but not limited to, projection lamps, bulbs; filters, LCD panels, DLP optical engines, fuses and batteries.
- 8.6 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.
- 8.7 Damage, defects or Service interruptions caused by Customer-provided networks or links.



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PSA Reference. _____

- 8.8 Upgrade, replacement, repair, maintenance or re-configuration costs and labour associated with Customer owned networking devices used in conjunction with BT supported systems, Services or devices. (i.e. routers, switches, hubs).
- 8.9 Quality of Service (QOS) configurations, optimisation or tuning support on Customer owned networking devices (i.e. firewalls, proxies, switches or routers) and LAN/WAN infrastructure not supported by BT.
- 8.10 Any Service failures (i.e., Service outages) or performance deficiencies attributable to network carrier services.
- 8.11 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.
- 8.12 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.
- 8.13 BT's Help Desk service does not cover Immersive or custom AV room systems.

9. MANUFACTURER BRANDED MAINTENANCE

BT provides Manufacturer Branded (Cisco, Polycom) maintenance service that is implemented by BT but delivered by the Manufacturer in accordance with the service description posted on the Manufacturer's website. The Manufacturer's branded maintenance service descriptions posted on the Manufacturer's website (links below) are for description purposes only and do not constitute a contract between the Customer and the Manufacturer.

- 9.1 Cisco Service Description with terms and conditions for SMARTnet and SMARTnet On-site Services as available at:
http://www.cisco.com/web/about/doing_business/legal/service_descriptions/index.html#~1
- 9.2 Polycom Service Description with terms and conditions for Polycom Premier, Premier On-site, Premier Software, Advantage, and Elite Services as available at:
http://support.polycom.com/PolycomService/support/emea/support/service_policies.html
http://www.polycom.com/services/global_services/terms_conditions.html

10. ORDERING

- 10.1 Customer may purchase the Service by submitting an Order to BT indicating the Covered Products it intends to be covered and the applicable Service option. All Orders are subject to written confirmation of acceptance by BT. No contingency contained on any Order will be binding upon BT. The terms and conditions of this Schedule and the PSA will apply to all Service 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.
- 10.2 Each Order will have a Minimum Period of Service calculated from the Operational Service Date as notified by BT. The Minimum Period of Service for each Covered Product will be twelve (12) Months or if longer, the duration of the Service purchased as set forth on the Order. Following expiration of the initial Minimum Period of Service, the Service will automatically renew for successive twelve (12) Month Minimum Periods of Service until ended by the Customer or BT in accordance with the PSA.

11. CHARGES AND PAYMENT TERMS

- 11.1 Charges for the Service are detailed in the Order Form.
- 11.2 Unless otherwise stated in this Service Schedule the Customer agrees to pay:
 - (a) in advance for subscription, rental, and other recurring charges (including inclusive usage charges) and
 - (b) in arrears for usage (excluding inclusive usage charges), connection and any other non-recurring charges.The Charges will comprise some or all of the following components, depending upon the specific Order placed by the Customer.



BT Product and Services Agreement

BT Conferencing Maintenance Service Schedule

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Service	One time Charge	Recurring Annual Charge	Minimum Period of Service
BT Remote Maintenance	Y	N	12, 36 or 60 Months
BT On-site Maintenance	Y	N	12, 36 or 60 Months
BT Help Desk Only	Y	N	12, 36 or 60 Months
Time & Material Service (See section 11.3)	N/A	N/A	N/A

11.3 **Time and Material Service** (as part of BT Branded Maintenance Programs - section 4) for Covered and Non-Covered Products will be charged in the following way:

- (a) Help Desk/Remote Support will be charged on a per hour rate
- (b) On-Site Support: 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; Rate determined by Country and Site location.

The charges for the Time and Material Service are invoiced upon completion.

12. TERMINATION CHARGES

In addition to the provisions of the PSA, 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 has to pay a supplier or manufacturer as a result of early termination of the Service.



BT Product and Services Agreement

BT Managed Event Service

PSA Reference No: *****

1. DEFINITIONS

The following definitions shall apply, in addition to those in the General Terms and Conditions of the Product and Services Agreement ("PSA").

"Account"	means the account with a unique identifier that BT assigns to the Customer, under which conferencing services from BT are assigned and against which all payments are requested;
"Attended" or "Premium Attended"	means the Event Manager meets and greets each participant, takes name, info and joins them into call;
"Automated" or "Premium Instant"	means the participant enters a participant code and joins the call without an Event Manager
"BT Event Manager"	means the individual who will assist during the Managed Event;
"Call Owner"	means organiser or booker of the call
"Cancellation Charge"	means a charge that is incurred as a result of a booked conference call being cancelled 24 hours or less before the scheduled start time;
"Chairperson"	means the main Speaker who from the Customer side is running or managing the Managed Event;
"Full Booked Value"	means the product of the booked call duration (minutes), the participants (lines) and the conference bridge price per minute;
"Global Access"	means Participants dial into the audio conference call, regardless of their location, (some countries unavailable), through a standard local or toll-free number;
"Help Desk"	means the Help Desk available for the Managed Event;
"Managed Event"	means the generic pre-booked event service portfolio provided under this Contract means when a customer books their meeting online from My Meeting Manager;
"Meet and Greet" (see "Attended" or "Premium Attended")	means a service offered when participants are greeted when they dial into a call by an Event Manager who will take the participant's name and other information if booked at time of call and then join them into the call;
"Minimum Commitment Charge"	means the Charge that is applied to all Conference Calls including calls that have a late cancellation charge or No Show charge;
"Minimum Conference Bridge Charge"	means a Charge that is equal to 75% of the Full Booked Value;
"No Show Charge"	means the charge incurred because no attendees dial in to activate the call;
"Participant"	means a person who is attending the Managed Event;
"Pre-registration"	means participants confirm their attendance online before a call. At time of call dial the conference telephone number and participant passcode and then also enter a unique PIN code to join the call.
"Premium Event"	means a booked Event service offered with all features available for selection. means also <u>a price option in the US only</u> - includes specific features included in the Conference bridge and call charge



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“Premium A La Carte”	means a <u>price option in the US only</u>
“Operator Assisted”	means a <u>price option in the US only – some features are not available</u>
“Service”	means the Managed Event Service as described in the Schedule, previously referred to as “BT Plus”, and/or “BT Operator Assisted”; and/or “Premium services”;
“Total Actual Bridge Minutes”	means the sum, in minutes, of each Participant line connection to the conference bridge from the time of entry to the time of leaving the call;
“Total Actual Conference Call Charge”	means the sum of the Total Conference Bridge Charge, the Total Call Access Charges (if applicable) and the Total Feature Charges if applicable;
“Total Call Access Charge”	means the product of each Participant Line connection duration (in minutes) and the access price (per minute) based on the access price for each Participant line connection; This applies to dial in or dial out access;
“Total Conference Bridge Charge”	means the product of the Total Actual Bridge Minutes and the bridge price (per minute);
“Total Feature Charge”	means the sum of all chargeable features used on the call;
“Under Utilisation Charge”	means the Charge incurred as the difference between the Total Conference Bridge Charge and the Minimum Conference Bridge Charge and will be charged in addition to the Total Conference Bridge Charge. Note for clarification: If the Total Conference Bridge Charge is equal to or greater than the Minimum Conference Bridge Charge, no Under-Utilisation charges will apply.
“Welcome Email”	means the information about the Service that is distributed to the Customer after a new Account is opened.

2. SERVICE DESCRIPTION

The Managed Event service portfolio is available for an unlimited number of connections (subject to availability). The Service is available with a range of standard and additional features.

To use Managed Event, Customers are required to book the time slot required for their Managed Event no less than 24 hours before the start of the conference. If a Customer wishes to use Global Access for the audio conference this must be requested at the time of booking.

2.1 Managed Event Booking details

The BT Reservations team will discuss details of the Customer's Managed Event booking. This will be based on the following categories;

Category	Description
Meeting Details	Date, time, duration, number of Participants, company name, contacts, locations, Global Access
Delivery Method	Audio conferencing and Web conferencing and/or



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BT Managed Event Service

PSA Reference No: *****

	Video conferencing services and/or Streaming
Call Entry Method	Automated (instant); <i>in US known as "Premium Instant"</i> Automated (instant) with pre-registration; <i>in US known as "Pre-Registration"</i> Attended (Meet & Greet); <i>in US known as BT Event Call</i>
Features	Standard and additional

A booking for an audio conference can be made by following the contact instructions contained in the Welcome Email. On line booking can be made using My Meeting Manager <https://www.btconferencing.com/myaccount/login/>
To note that not all features can be booked online with My Meeting Manager

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

2.2 Event Call Entry options

The way that participants join the call can be booked from the call entry list below.

Dial out is also available.

Conference booking details are confirmed in the confirmation and pre conference e-mails.

Call Entry Name	Summary Description
Automated (instant) <i>(In US called Premium Instant)</i>	Where Participant information is not required. Participants dial the conference telephone number and participant passcode to join the call.
Automated (instant) with Pre-registration <i>(In US called Pre-Registration)</i>	Where Participant information is required. Participants pre-register their details before the call and join using the participant passcode and then their unique PIN code to join the call. Enables the organiser to review attendance leading up to and after the call.
Attended Call (Meet & Greet) <i>(In US called Premium Meet and Greet or BT Event Call)</i>	Where Participants are greeted by an Event Manager who will take the Participants name and other information if booked at time of call and then join them into the call

2.3 Services provided by a Specialist Event Team

Stage of Event	Event Manager Service Description
Before	<ul style="list-style-type: none"> ✓ A confirmation email and pre-conference confirmation email sent. This includes participant invite and speaker invite attachments ✓ The Event Manager arranges a sub conference for speakers and is available 15 minutes before the call start time to discuss last minute arrangements ✓ The Event Manager meets and greets participant for Attended Call ✓ The Event Manager makes periodic announcements to Participants



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Start of	<ul style="list-style-type: none"> ✓ The Event Manager starts recording if required by Customer ✓ The Event Manager enables additional features if previously booked ✓ The Event Manager transfers hosts and presenters into the main call ✓ The Event Manager introduces title and speakers
During	<ul style="list-style-type: none"> ✓ The Event Manager will monitor the call if requested at time of booking (Only calls booked as lecture can be monitored. Calls booked as “interactive” calls whereby all the lines are open are not monitored). ✓ The Event Manager will carry out services as required as part of additional features booked
Post	<ul style="list-style-type: none"> ✓ The Event Manager transfers hosts and Presenters into the sub-conference of the call (requested prior to the meeting kicking off) ✓ An e-mail sent with details of the call and features used such as a web recording or replay details etc.

Event Manager services can be provided in languages other than English subject to availability and provided this is requested at the time of booking.

Language available: French, German, Italian, Spanish, Japanese and Mandarin.

2.4 Managed Event Service features - Further details provided in 2.5 and 2.6

- Standard features are included in the Conference bridge charge.
- The Managed Event service has specific features available to be booked, some of these are charged.
- The US Event Managed service has some of these features included in the Conference bridge and call charge price as a package called Premium and Premium a La Carte service.

2.5 Standard Features – included as part of the conference bridge charges

Standard Features	Description	Book in advance	Automated or Premium Instant	Automated with Pre-registration or Pre-registration	Attended or Premium Meet & Greet
Help	Participants can get help from a BT Event Manager during the Managed Event by pressing *0	N	Y	Y	Y
Lecture	The Chairperson can request that all lines be muted except for those participants who are designated by the chairperson to be speakers. Calls that are not lecture are known as “interactive” calls as all lines are open at all times	Y	Y	Y	Y
Listen Only (self-mute)	Any individual line can be muted by a Participant using * help *06 or by the BT Event Manager (e.g. to eliminate background noise) after using	N	Y	Y	Y
Music on Hold	Prior to the start of the audio conference, the Participants can hear music until the Chairperson decides to begin	N	Y	Y	Y
Password	The Chairperson can provide BT with a security	Y	Y	Y	



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(UK only)	password, which Participants will have to quote accurately in order to gain access to the audio conference call				Y
Pre-Registration set up	This feature collects advance information about all potential Participants and allows the Chairperson to accurately predict the number of people who will attend	Y	N	Y	N
Roll Call (UK only)	The BT Event Manager can list the name of each Participant into the Managed Event allowing all Participants to be aware of who else is present.	Y	N	N	Y
Participant count	The Event Manager can advise how many Participants are on the call	N	Y	Y	Y
Sub Conference	Before the start of a conference the speaker can dial into the conference and be put into a sub conference with the Event Manager and other speakers and then joins the main conference at the start time. This is also available at the end of the Conference if requested before meeting starts	N	Y	Y	Y

2.6 Additional Features (Chargeable) – All to be booked in advance

Additional Features	Description	Automated or Premium Instant	Automated with Pre-registration or Pre-registration	Attended or Premium Meet & Greet
BT VantagePoint	A web-based interface that allows the Chairperson to visually monitor the audio conference and enables the Chairperson to communicate with the BT Event Manager during the conference and prioritise the order of the Q&A	N	Y	Y
CD Postage (Overnight only in US)	Postage of CD overnight delivery	Y	Y	Y
CD Postage (Standard)	Postage of CD using standard delivery. (APAC 48 hours)	Y	Y	Y
Communication Link	The Event Manager can call the Chairperson or speaker on a separate line to provide support and information about the call throughout the Managed Event	Y	Y	Y
Conference Monitor	The Event Manager can provide monitoring of the audio conference for sound quality during the call, (only calls booked as lecture can be monitored i.e. not "interactive")	Y	Y	Y
Each additional copy of CD recording	Extra copies of CD	Y	Y	Y
Interpretation	An interpreter can be made available for all or part of the audio conference. A list of languages can be provided on request or requests confirmed with the agency	Y	Y	Y



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LiveMeeting/WebEx Recording	The Event Manager can record the web conference and email to the person who booked the conference	Y	Y	Y
LiveMeeting/WebEx Support Work)	The Event Manager can provide support advice to Customer, load slides (LM only) to pre-conference and assist during the calls	Y	Y	Y
Participant List	The name of Participant dialling in and additional pieces of information are collected. This can be done using pre-registration or with "meet and greet") This information is provided after the call to the Customer	N	Y	Y
Playback	Recordings supplied in advance by the Customer can be played at any point during the Managed Event.	Y	Y	Y
Polling/Voting	The Chairperson provides multiple-choice questions and then Participants key in the appropriate digits to signal their answer to each question. The results will be collated and supplied to the Customer	N	Y	Y
Q & A Sessions	Typically used after a lecture or a presentation, Participants can use their telephone keypad to signal that they wish to ask a question. The questioner's identity is displayed to the BT Event Manager who allows questions to be asked.	Y	Y	Y
Recording set up and first copy (email or CD) of recording	The Managed Event will be recorded and sent or made available to the Chairperson. Further copies can also be supplied for an additional charge. All Participants will be advised at the start of the Managed Event that it is being recorded. (Note: the Managed Event can be recorded in .wav, MP3 or Windows Media file formats and supplied via email if size permits	Y	Y	Y
Replay access	Toll or toll free	Y	Y	Y
Replay name List (Available in the US only)	At the time the Chairperson requests Replay they may also request a list of those Participants that dial into listen to the Replay	Y	Y	Y
Replay Plus access (Available in the UK only)	The recording will be stored	Y	Y	Y
Replay Plus Recording (Available in the UK only)	In addition to the standard Replay feature, Participants can also be asked to record their names, company name or other information before listening to the recording, and/or comments, feedback etc. after listening	Y	Y	Y
Replay Plus storage (Available in the UK only)	The recording will be stored	Y	Y	Y
Replay Recording	The audio conference can be digitally recorded and then made available at a later date	Y	Y	Y
Replay Storage	The recording will be stored	Y	Y	Y
Restricted List	The Chairperson may provide a list of Participants who may be permitted into the conference so only those on the list can join the call. To note: This is only available for calls for 50 Participants and less	N	N	Y
Transcription	The audio conference can be recorded and a typed transcript delivered to the Chairperson by post or e-mail	Y	Y	Y
Translation	The transcription can be translated from English into another language	Y	Y	Y
Web Streaming	Provides an internet based live audio, video and web			



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	presentation. Ideal for larger more diverse audiences. The Participant would log onto a website rather than dial into the Managed Event	Y	Y	Y
Web conference Facilities	BT can provide web conference service which can be used by Customers to enhance their audio conference	Y	Y	Y

3. SYSTEM REQUIREMENTS

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

Web Conferencing with BT Managed Event Services. Participants require a PC, connection to the Internet and an installed web browser of Internet Explorer 7 or above. Firefox 3.x,4; Chrome 9,10 and Safari 4/5

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

4. REGISTRATION

The Customer must register for an Account in order to apply for Service. The Customer may hold more than one Account. BT Conferencing will forward an Welcome Email once the Account has been opened.

End Users will be asked to provide billing and contact information and will then be emailed a Welcome Email and Account details within 24 hours.

- BT will set up an EB Account enabling the Customer to use the Service.
- This EB Account serves for billing the Charges incurred and allows the Customer to set up individual User Accounts for its employees.
- BT will notify the Customer of the EB Account number after signing the contract.
- After receiving the EB Account number, the Customer may set up individual User Accounts for its employees.

BT may deactivate an Account if the account has not been used for a consecutive period of 6 months. BT will notify the Customer of this deactivation 30 days in advance.

5. ASSISTANCE

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

BT will provide a 24-hour English speaking BT Help Desk to fully support the Service. The BT Help Desk is located at a BT operations centre. Users can access the BT Help Desk either by keying *0 during a conference call or calling the Help Desk directly. The BT Help Desk can also assist with the following:

- Account set-up
- Conference call quality issues
- Conference call reservations
- Technical Help Desk

6. ACCESS

6.1 The Service can be accessed by using a User provided touch-tone dialling (DTMF) phone plus either a Toll or Toll-Free access number provided by BT

The Customer should be aware that mobile access to Toll-Free services can be limited or barred in some countries (Customers should therefore check the global access list of numbers provided to them by BT). This is subject to change without notice and is outside the control of BT. In some countries there is also restrictions calling from one landline carrier to another provider and issues calling from hotels.

6.2 Toll Inbound Access



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With toll access, a Participant is required to dial a geographic telephone number, for example in Germany (Frankfurt) (069) XXXXXXXX. The Participant pays the cost from his calling location to the geographic number.

This access method applies for both domestic (relative to the bridge location) and internationally based participants.

6.3 Domestic and International Toll Free Inbound Access

With Toll Free Access, a Participant is required to dial a Domestic Toll Free Number (“DTFN”) or an International Toll Free Number (“ITFN”) serving the country where the Participant is located. An additional transport charge is added to the, per port, bridge rate and a bundled rate is billed to Customer.

Toll-Free Direct is used in some countries where BT is prohibited by local regulation or service availability from obtaining regular International Toll or Toll-Free services.

Toll-Free Direct Access requires two stage dialling:

Stage 1 - the Participant dials the in-country Toll Free Direct access number and is routed to a “redial service” - e.g. when being located in the US he is routed to a redial service in the US.

A list of these in-country numbers is available through the following 3rd party URL:

<http://www.business.att.com/bt/access.jsp>.

Stage 2 - the Participant is prompted by the redial service to enter the global access number, and on connection to the Service, the Chairperson or Participant PIN.

In most cases the Stage 2 redial service will prompt with an automated tone, however in some cases it may be a human operator, depending e. g. upon the regulatory situation. The stage 2 destination number will be e.g. a US Toll Free number, if the Participant is located in the US. Generally the Toll Free number depends upon the access used. This stage 2 destination number connects the caller via BT’s Global Managed Voice Network (GMV) to the bridges in any one of BT’s sites in the US, UK or Asia Pac.

Toll-Free Direct is an access method where BT has only limited control over fault recovery, service availability and quality assurance. End-to-end Toll-Free Direct performance is also dependant on the quality of the in-country network connection to the BT Global Managed Voice Network and the technology used to link the two stages of the call.

The Customer is charged a per-minute to cover the full international Toll-Free Direct connection to the bridge location. This Charge is in addition to the regular per-minute bridge Charge and varies by country as set out in the Order.

6.4 International Direct Dial Inbound Access

Direct dial in (DDI) provides access to BT’s audio conferencing bridges via BT’s global network. DDI Service runs on BT’s global managed voice platform, which is a robust intelligent global network that is owned and managed by BT.

With BT’s Global Direct Dial Inbound Access, the Participant dials an in-country number. The call is routed through the DDI to the closest in-country BT switch. BT then routes the call over its network to BT’s audio bridges that are applicable to Customer (US, UK and Asia Pac). The Participant only pays for the portion of the call that connects to the BT in-country switch. Using DDI access, Customer can provide Participants with an “in-country” number, even though the call terminates abroad. The Customer is charged a per minute fee to cover the international connection to the bridge location. This Charge is in addition to the regular per minute bridge Charge and varies by country as set out in the Order.

7. CUSTOMERS RESPONSIBILITIES

7.1 The Service is provided by BT solely for the Customer’s own use and the Customer will not resell, sub-licence or otherwise distribute the Service, or use the Service under a contract with a reseller or agent of BT or other third party.

7.2 The Customer and its Users are solely responsible for all Content used in connection with the Service.



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- 7.3 The Customer shall be responsible for the security and proper use of all User-IDs used in connection with the Service and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.
- 7.4 The Customer shall immediately inform BT if there is any reason to believe that a User-ID has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.
- 7.5 The Customer shall not change or attempt to change a User-ID. If the Customer forgets or loses a User-ID the Customer shall contact BT and satisfy such security checks BT operates.
- 7.6 BT reserves the right to suspend User ID access to the Service if at any time BT considers that there is or is likely to be a breach of security. BT also reserves the right (as its sole discretion) to require the Customer to change any or all of the pass codes used by the Customer in connection with the Service.
- 7.7 The Customer shall immediately inform BT of any changes to the information the Customer supplied when registering for the Service.
- 7.8 The Customer shall only access the Service in the manner permitted by BT and shall not attempt at any time to circumvent system security or access the source software or compiled code.
- 7.9 The Service must not be used:
- in any way that does not comply with the terms of any legislation or any license applicable to the Customer or that is in any way fraudulent or unlawful;
 - in any way that does not comply with any instructions given by BT or any other public telecommunications Conference Coordinator or other competent authority, in any country where the Service is provided;
 - to send, knowingly receive, upload, download, use or re-use any information or material which is abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights; or
 - to send or provide unsolicited advertising or promotional material, or knowingly to receive responses to any unsolicited advertising or promotional material sent or provided using the Service by any third party.
- 7.10 If the Customer or anyone else, with or without the Customer's knowledge or approval, uses the Service in contravention of this Section, uses the service capacity or any software made available to it in any way which, in BT's opinion, is, or is likely to be, detrimental to the provision of the Service to the Customer or any other customer and fails to take corrective action within a reasonable period of receiving notice from BT to do so, BT may treat the contravention as a breach of this Service Schedule for the purposes of the PSA.
- 7.11 The Customer acknowledges that any personal data used on the BT Managed Event service may be held by BT and its suppliers in order to allow the Customer to use BT Managed Event. For the purposes of the Data Protection Act 1998, the Customer grants permission for BT and its suppliers to hold such information in the United States of America and the Customer agrees to obtain any required consents to such transfer from individual data subjects (as defined under the Data Protection Act).

8. CHARGES AND PAYMENT TERMS

- 8.1 Charging will be in accordance with the PSA.
- 8.2 Charges for the Service are based on the following components
- Conference Bridge Charges
 - Call Charges - Dial In and / or Dial Out (and a set-up fee for Dial Out)
 - Features Charges (if applicable - Please see Service Descriptions to see which features are available with each of the call entry types)
 - Additional Charges (if applicable)
- 8.3 The chargeable features of the Service are calculated in accordance with the table below:



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Feature	Managed Event Features – Charging Basis				
	UK	APAC	US		
	Managed Event	Managed Event	Operator Assist	Premium A La Carte	Premium
BT VantagePoint	Per conference	Per conference	n/a	Per conference	Included in Package Fee
CD Postage (Overnight)	n/a	n/a	Per conference (up to 5)	Per conference (up to 5)	Per conference (up to 5)
CD Postage (Standard)	Per conference (up to 5)				
Communication Link	Per conference	Per conference	Per conference	Per conference	Included in Package Fee
Conference Monitor	Per line per minute	Per line per minute	Per line per minute	Included in Package Fee	Included in Package Fee
Each additional copy of CD recording	Per copy				
Interpretation	For each minute the interpreter is on the call	For each minute the interpreter is on the call	For each minute the interpreter is on the call	For each minute the interpreter is on the call	For each minute the interpreter is on the call
LiveMeeting/Web Recording	Included in support work	Included in support work	First hour/each additional 30 minutes	First hour/each additional 30 minutes	First hour/each additional 30 minutes
LiveMeeting/Web Support Work	Per conference	Per conference	Per conference per hour	Per conference per hour	Per conference per hour
Participant List	Name and 2 pieces of information. A charge for each additional item	Name and 2 pieces of information. A charge for each additional item	Name and 2 pieces of information. A charge for each additional item	Name and 2 pieces of information. A charge for each additional item	Name and 2 pieces of information. A charge for each additional item
Playback	Per conference	Per conference	n/a	Per conference	Per conference
Polling/Voting	Per line per minute	Per line per minute	n/a	Per conference	Per conference
Q & A Sessions	Per line per minute	Per line per minute	n/a	Per conference	Included in Package Fee
Recording set up and first copy (email or CD) of recording	Per conference				
Replay Access	Per minute				
Replay name List (Available in the US only)	n/a	n/a	Per person	Per person	Per person
Replay Plus	Per minute	n/a	n/a	n/a	n/a



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access					
Replay Plus Recording	Per conference	n/a	n/a	n/a	n/a
Replay Plus storage	Per day/week	n/a	n/a	n/a	n/a
Replay Recording	Per conference	Per conference	Per conference	Per conference	Per conference
Replay Storage	Per day/per week	Per day/per week	Per day/per week	Per day/per week	Per day/per week
Restricted List	Per conference	Per conference	Per conference	Per conference	Per conference
Transcription	Per minute of recording	Per minute of recording	For first hour/per additional 15 minutes	For first hour/per additional 15 minutes	For first hour/per additional 15 minutes
Translation	Quotation available on request	Quotation available on request	Per 1000 foreign language words, specific languages	Per 1000 foreign language words, specific languages	Per 1000 foreign language words, specific languages
Web Streaming	Depends on service	Depends on service	Depends on service	Depends on service	Depends on service
Web conference Facilities	Per line per minute	Per line per minute	Per line per minute	Per line per minute	Per line per minute

8.4 In addition to any charges for travel and subsistence, BT will charge for the Service either as a flat rate fee or by the hour as set out in the Order Form.

8.5 BT reserves the right to charge for any additional work at the hourly rate specified in the Order Form.

8.6 In addition to the charges set out above, BT will be entitled to charge for the travel & subsistence expenses which are reasonably incurred by the BT Event Manager for providing On-Site Support.

8.7 BT reserves the right to charge for additional costs incurred as a result of Participants failing to use the correct pre-registration automated mode of entry. Charges for incorrect use will be calculated using the relevant Premium Service rates.

8.8 BT may adjust the price of calls and/or access charges to reflect changes in cost of service which are beyond BT or its supplier's control, or due to a regulatory change. Price adjustments will be effective from the billing period following notice to Customer.

9. STANDARD ADDITIONAL CHARGES

9.1 No Show Charge

If no bridge minutes are recorded this will result in a No Show Charge being incurred for the failure to attend the booked call.

For any call classified as a No Show, a No Show Charge will be levied at the greater of:

- a) 100% of the Full Booked Value; or
- b) Minimum Commitment Charge.

9.2 Cancellation Charge

Provided a booked conference call is cancelled more than 24 hours prior to the schedule start date there will be no Cancellation Charge.



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If a booked conference call is cancelled between 1 and 24 hours prior to the scheduled start time a Cancellation Charge will be levied. The Cancellation Charge will be the greater of:

- a) 50% of the Full Booked Value: or
- b) Minimum Commitment Charge.

If a booked conference call is cancelled less than 1 hour prior to the scheduled start time, the Cancellation Charge will be the greater of:

- c) 100% of the Full Booked Value: or
- d) Minimum Commitment Charge.

9.3 Under Utilisation Charge

The Under-Utilisation Charge is the difference between the Total Conference Bridge Charge and the Minimum Conference Bridge Charge and will be charged in addition to the Total Conference Bridge Charge.

If the Total Conference Bridge Charge is equal to or greater than the Minimum Conference Bridge Charge, no Under-Utilisation charges will apply.

9.4 All booked phone conferences will be subject to a minimum charge:

The minimum charge will be the greater of the “**Minimum Commitment Charge**” and the “**Minimum Conference Bridge Charge**”



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9.5 Summary Table

Cancellation Charges

Cancellation Notice	**BT Managed Event Service
>24 hours	No Charge
1-24 hours	50% of FBV *
<1 hour	100% of FBV*

*FBV = Full Booked Value = Booked duration x Booked participants x Bridge charge per minute

No Show Charges

No Show	**BT Managed Event Service
No participants join call	100% of FBV*

Underutilisation Charges

Call Attendance	**BT Managed Event Service
Total Actual Bridge Charge < Minimum Bridge Charge	***Minimum Bridge Charge

***Minimum Conference Bridge Charge = 75% of FBV

Minimum Charge

Minimum Charge	**BT Managed Event Service
The greater of the "Minimum Commitment Charge" and the "Minimum Conference Bridge Charge"	"Minimum Commitment Charge" or "Minimum Conference Bridge Charge"
Minimum Commitment Charge. This is a fixed charge that is applied to all Conference Calls including calls that have a late cancellation charge or No Show charge.	

**BT Managed Event Service includes following Service Definitions:-

- BT Attended/Meet&Greet/Event Call (All Regions)
- BT Automated/Instant (All Regions)
- BT Automated Pre-registration (All Regions)
- BT Plus (UK Only)



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BT MeetMe with Dolby Voice Service Annex

PSA Reference *****

1. DEFINITIONS

The following definitions shall apply, in addition to those in the PSA.

“Account”	means the identifier BT assigns the Customer and its Chairpersons, under which all Charges are invoiced and payments made;
“BT Help Desk”	means the BT support desk that provides reservation assistance as well as general User inquiry assistance for BT MeetMe with Dolby Voice issues;
“BT MeetMe with Dolby Voice”	means the on-demand audio conferencing service with Dolby Voice Feature Enhancement and Dolby Voice Call Control Feature described below;
“BT Conferencing Co-ordinator”	means the individual who will assist during the audio conference;
“Chairperson”	means the User who is running or managing the audio conference;
“Dolby Desktop Client”	means the browser accessed application that enables access to the BT MeetMe with Dolby Voice Feature Enhancement and Dolby Voice Call Control Service;
“Dolby Mobile Application”	means the iOS or Android smart device accessed application that enables access to the BT MeetMe with Dolby Voice Feature Enhancement and Dolby Voice Call Control Service;
“Dolby Voice Feature Enhancement”	means the browser accessed application that enables access to the BT MeetMe with Dolby Voice Feature Enhancement and Dolby Voice Call Control Service;
“Dolby Voice Call Control Feature”	means the call control features available when accessing a call via the Dolby Desktop Client or the Dolby Mobile Application;
“End User” or “User”	means both the Chairperson and the Participant;
“Participant”	means a person other than the Chairperson who Customer allows to take part in a BT MeetMe with Dolby Voice conference;
“Passcodes”	means the separate numeric codes that must be entered by Chairperson and Participant in order to gain access to a BT MeetMe with Dolby Voice conference.

2. SERVICE OVERVIEW

- 2.1 BT MeetMe with Dolby Voice is a reservationless conferencing service which allows groups of up to 125 Users to have on-demand audio conferences controlled by a Chairperson which will provide Users with additional functionality that differs depending upon access method. Users accessing the Dolby Desktop Client via IP and a compatible stereo headset or via the Dolby Mobile Application via IP will receive the Dolby Voice Feature Enhancement and the Dolby Voice Call Control Feature.

Generally BT MeetMe with Dolby Voice can be provided from (3) regional locations:

- BT's US conference bridges will provide the Service to Customer's Chairpersons located in Canada, North America and the Caribbean.



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- BT's Europe conference bridges located in the UK will provide the service to Customer's Chairpersons located in Europe, Latin America and Africa.
- BT's Asia conference bridge located in Hong Kong will provide the service to Customer's Chairpersons located in Asia Pacific and the Middle East.

Customers must notify BT of Users who are eligible for an Account. Customer's Users who wish to become Chairpersons must register for a BT MeetMe and Dolby Voice Account and will receive two Passcodes, one each for Chairperson and Participant, which are required for BT MeetMe access.

2.2 Dolby Voice Feature Enhancements

The following features are automatically available to the Customer as part of the BT MeetMe with Dolby Voice service with no additional charges above the established per minute rate as set out in the Charges Schedule, provided the bridge is accessed via IP through the Dolby desktop Client or the Dolby Mobile Application.

Dolby Desktop Client access plus VoIP or Dolby Mobile Application access plus VoIP provides the User with high quality sound via a software enabled feature that identifies and reduces background noise as well as enabling high definition audio quality for Users. Voice separation creates a spatial audio scene where Users' voices are allocated in a unique position so that they appear to come from different directions. The voice separation feature becomes more prominent on calls with greater than 4 Users. For calls with 3 Users or less, the voice separation will be less discernible to the User.

IP Access via the Dolby Desktop Client requires the use of a Participant provided **stereo** and not a **mono** headset to benefit from the high quality sound and the voice separation provided by the Dolby Voice Enhancement Feature.

2.3 Dolby Voice Call Control features

Additional Dolby Voice Call Control Features available for Users who either:

Launch the Dolby Desktop Client from their browser and then select the option to:

- Access the meeting through VOIP through the Dolby Desktop Client.
- Dial in via PSTN and also launch the Call Control features.
- Dial out via PSTN and also launch the Call Control features

or

Launch the Dolby Mobile Application and then select the option to:

- Access the meeting through VOIP through the Dolby Mobile Application.

Dolby Voice Call Control features are listed via <https://www.btconferencing.com/meetme-with-dolby-voice/guide/>

2.4 Standard Service Features

The following features are automatically available to the Customer as part of the BT MeetMe with Dolby Voice service with no additional charges above the established per minute rate as set out in the Charges Schedule.

The Service provides the following BT MeetMe Service features and touch-tone for controlling the conference via the keypad of the telephone:

Commands for Chairperson & Participants	
*0	Assistance from the BT Conferencing Coordinator: This feature establishes a connection to the BT Conferencing Coordinator of the BT Helpdesk.
#0	Conference help menu: This feature lists all touch-tone commands available



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	to the Chairperson and the Participants.
*4	Adjust Line Volume: This feature provides for the volume of all lines used for the conference being automatically adjusted and set to a uniform level.
*6	Mute On/Off: This feature reduces the background noise in a noisy environment. To deactivate muting, press *6 again.
Commands available to the Chairperson only	
#1	Play Roll Call: This feature plays back the recorded names of the Participants in the conference.
#2	Number of Participants: This feature captures the Participants in the conference.
*2	Stop Message: This feature interrupts all voice prompts or recorded announcements.
#3	Initiate Dial Out facility: This feature is only available if enabled on your account. Additional charges are subject to the terms and conditions.
#4	Rejoin conference with new participant.
#5	Rejoin conference alone.
*5	Mute All Participants / Deactivate Muting: This feature enables the Chairperson to mute the lines of all participants. The use of this option is particularly advisable during presentations. To deactivate muting for all lines, press *5 again.
*7	Lock/Unlock Conference: This feature enables the Chairperson to prevent any further participant from gaining access to the audio conference by locking the conference. To unlock the conference, press *7 again.
8	Recording On/Off: The audio conference may be directly recorded; after the end of the conference, the recorded file may be downloaded for archiving or storage. <i>This recording option is a Service feature subject to additional Charges.</i>
#9	Continue Conference: Participants may continue the conference, even if the Chairperson has left the call.
##	End Conference: By using the ## command before ending the call, the Chairperson can arrange that the conference ends at the same time.

2.5 Dolby Voice Call Control features

Dolby Voice Call Control Features are outlined in section 2.

2.6 Service Features Subject to Additional Charges

The following BT MeetMe with Dolby Voice Service features are available for additional Charges as set forth in the Charges Schedule.

Both options below can be accessed through the Dolby Voice Call Control features.

Dial-Out Option #3	The Chairperson may dial out to a new Participant during the running conference.
Recording Option *8	The recording may be both started and ended via the touch-tone command *8 or by enabling through the Dolby Voice Call Control features. After the recording has been ended, the Chairperson will be sent an email containing a link for download. The recorded file may be stored locally in WAV format. The recorded file will be available for download for a period of 30 days.

2.7 Dial-Out and International Access (DDI and ITFN) - Please refer to the Access section below for a description of these features.

3 Service Delivery



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The Service can be accessed as set forth below. The Dolby Voice Feature Enhancements are only available when the bridge is accessed via IP through the Dolby Desktop Client or the Dolby Mobile Application.

Access route compatibility with service features	Standard Service features	Dolby Voice feature enhancements
Dolby Desktop Client	Yes	Yes
Dolby Mobile Application	Yes	Yes
Toll Inbound Access	Yes	No
Domestic & International Toll Free Inbound	Yes	No
International Direct Dial Inbound	Yes	No
Dial-Out	Yes	No
IP Private Circuit	Yes	No
On-Net Direct	Yes	No
On-Net VPN	Yes	No

The Customer should be aware that mobile access to Toll-Free services can be limited or barred in some countries (Customers should therefore check the global access list of numbers provided to them by BT). This is subject to change without notice and is outside the control of BT.

The list of compatible applications, browsers and headsets is found:

<http://www.btconferencing.com/downloads-library/apps/dolby-voice/>

The following access types will be provided:

3.1 **Dolby Desktop Client Access**

Dolby Desktop Client access requires a User provided personal computer, internet connection and download of the Dolby Desktop Client.

3.2 **Dolby Mobile Application**

Mobile application access requires a User provided iOS or Android device running compatible Operating System, internet connection (Wi-Fi or Mobile Data) and download of the Dolby Mobile Application.

3.3 **Toll Inbound Access**

With toll access, a User is required to dial a geographic telephone number using a User provided telephone, for example in Germany (Frankfurt) (069) XXXXXXXX. The User pays the cost from his or her calling location to the geographic number.

This access method applies for both domestic (relative to the bridge location) and internationally based Users.

3.4 **Domestic and International Toll Free Inbound Access**

With Toll Free Access, a User is required to dial a Domestic Toll Free Number (DTFN) or an International Toll Free Number (ITFN) serving the country where the Participant is located using a User provided telephone. An additional transport charge is added to the, per port, bridge rate and a bundled rate is billed to Customer.

Toll-Free Direct is used in some countries where BT is prohibited by local regulation or service availability from obtaining regular International Toll or Toll-Free services.

Toll-Free Direct Access requires two stage dialling:

Stage 1 - the User dials the in-country Toll Free Direct access number and is routed to a "redial service" - e.g. when being located in the US he is routed to a redial service in the US.



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A list of these in-country numbers is available through the following 3rd party URL: <http://www.business.att.com/bt/access.jsp>.

Stage 2 - the User is prompted by the redial service to enter the global access number, and on connection to the Service, the MeetMe Chairperson or Participant PIN. In most cases the Stage 2 redial service will prompt with an automated tone, however in some cases it may be a human operator, depending e. g. upon the regulatory situation. The stage 2 destination number will be e.g. a US Toll Free number, if the User is located in the US. Generally the Toll Free number depends upon the access used. This stage 2 destination number connects the caller via BT's Global Managed Voice Network (GMV) to the MeetMe bridges in any one of BT's sites in the US, UK or Asia Pac. The User must enter their BT MeetMe Chairperson or Participant PIN on hearing the BT MeetMe welcome prompt.

Toll-Free Direct is an access method where BT has only limited control over fault recovery, service availability and quality assurance. End-to-end Toll-Free Direct performance is also dependant on the quality of the in-country network connection to the BT network and the technology used to link the two stages of the call.

The Customer is charged a per-minute to cover the full international Toll-Free Direct connection to the bridge location. This Charge is in addition to the regular per-minute bridge Charge and varies by country as set out in the Charges Schedule.

3.5 International Direct Dial Inbound Access

Direct dial in (DDI) provides a User access to BT's audio conferencing bridges via BT's global network.

The User dials an in-country number from a user provided telephone. The call is routed through DDI to the closest in-country BT switch. BT then routes the call over its network to BT's audio bridges that are applicable to Customer (US, UK and Asia Pac). The Participant only pays for the portion of the call that connects to the BT in-country switch. Using DDI access, Customer can provide Participants with an "in-country" number, even though the call terminates abroad. The Customer is charged a per minute fee to cover the international connection to the bridge location. This Charge is in addition to the regular per minute bridge Charge and varies by country as set out in the Charges Schedule.

3.6 Dial-Out Access

Dial-Out is available as an optional feature of the BT MeetMe service. Available to the Chairperson only, this is initiated by a DTMF command on the Chairperson provided telephone keypad once in the conference call. The Chairperson validates his dial-out request by providing the Participant Passcode before being prompted to enter the number to be dialled. The Chairperson is then returned to the audio conference and the new Participant will be joined to the audio conference if he accepts the invitation. Additional Charges will apply to this feature as described in the Charges Schedule.

3.7 IP Private Circuit Access

BT provides connection facilities to allow the Customer to connect its network to BT's conferencing bridges as an alternative access method. The cost of the circuit provision, installation and ongoing rental to extend Customer's network to BT's facilities and conferencing bridges is not part of the Service and must be provided by the Customer. The Chairperson utilising IP private Circuit Access will pay access where relevant to cover connection to BT's audio conferencing bridge as specified in the Charges Schedule.

3.8 On-Net Direct Access

BT can provide a dedicated connection from the Customers Private Voice Network to BT MeetMe. This On-Net access is subject to an assessment by BT of the customer's minutes volume, IP-PBX infrastructure and the economic geographic reach of a BT node relative to the customer site. Customer may connect in more than one location.

Customer utilising the On-Net Direct will pay for access where relevant to cover connection to BT MeetMe as specified in the then applicable Charges Schedule.



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The Customer will be subject to the additional terms and conditions contained in separate service schedules..

3.9 On-Net VPN Access

A connection between the BT VPN service and BT Conferencing allows the calls to route directly to BT's bridges. Callers using the VPN to access the BT MeetMe service will not normally need to use the public switched telephone network ("PSTN").

On-net VPN service can provide access through one of the following BT services: BT One Voice, One Cloud Cisco or IP Connect. These services will be subject to additional terms and conditions contained in separate service schedules.

4. BT HELP DESK

BT will provide a 24-hour English speaking BT Help Desk to fully support the Service. The BT Help Desk is located at a BT operations centre. Users can access the BT Help Desk either by keying *0 during a conference call, calling the Help Desk directly or (if you have accessed the meeting through the Dolby Desktop Client or the Dolby Mobile Application) selecting the operator assistance option within the Dolby Voice Call Control Features. The BT Help Desk can also assist with the following:

- Account set-up
- Conference call quality issues
- Conference call reservations
- Technical Help Desk

5. CUSTOMERS RESPONSIBILITIES

- 5.1 The Service is provided by BT solely for the Customer's own use and the Customer will not resell, sub-licence or otherwise distribute BT MeetMe, or use BT MeetMe under a contract with a reseller or agent of BT or other third party.
- 5.2 The Customer and its Users are solely responsible for all content transmitted over the Service.
- 5.3 The Customer shall be responsible for the security and proper use of all Passcodes used by its Users and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.
- 5.4 BT reserves the right to suspend Passcode access to the Service if at any time BT considers that there is or is likely to be a breach of security. BT also reserves the right (as its sole discretion) to require the Customer to change any or all of the Passcodes used by the Customer in connection with the Service.
- 5.5 The countries where the Service can be accessed through the Dolby Desktop Client over IP or the Dolby Mobile Application over IP are restricted to the countries identified via the following link. This link of countries is subject to change: <http://www.btconferencing.com/downloads-library/apps/dolby-voice/>
- 5.6 The Customer shall immediately inform BT of any changes to the information the Customer supplied when registering for the Service.
- 5.7 Where call back, call me and dial out features of the Service are prohibited under local legislation and regulation these features will not be available to Participants. Local country legislation and regulation may change during contract duration.
- 5.8 Customer acknowledges, understands, accepts and will comply with the following usage restrictions on the BT MeetMe service when using IP via the Dolby Desktop Client or Dolby Mobile Application to access the Service:



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- IP access does not allow for emergency calling services via “911” or similar dedicated emergency access numbers in countries outside the United States (including but not limited to fire brigade, police, ambulance or coastguard emergency services) available on the PSTN or identifying a caller’s location to emergency services and to the extent applicable law or regulation requires such features due to the configuration of Customer’s overall network design and usage, Customer shall ensure that other mechanisms are in place to enable Participants to contact emergency services;
- It is forbidden to use the IP access to make PSTN calls via the BT servers (for the avoidance of doubt and by way of example, this provision applies to so-called “toll by-pass usage” whereby a Participant located outside the US would use IP access to dial into the US and “break out” to the PSTN in the US to avoid international toll charges on the PSTN); and
- That it is responsible for its Participants’ compliance with laws applicable to the use of IP based services in the jurisdiction where such user initiates the connection to the IP network reaching the BT servers with IP access service.

5.9 The Customer shall indemnify BT against any claims or legal proceedings which are brought or threatened against BT by a third party because the Service is used in breach of paragraphs 5.8. and 5.10. BT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings and have due regard to the Customer’s representations.

5.10 The Customer shall only access the Service in the manner permitted by BT and shall not attempt at any time to circumvent system security or access the source software or compiled code.

5.11 The Customer is responsible and liable for the acts and omissions of all Users in connection with the Service and is liable for any failure by any Users to perform or observe any instructions issued by BT or any other public telecommunications operator or other competent authority, in any country where the Service is provided.

5.12 The Customer is responsible for supplying compatible stereo headsets, personal computers, tablets, telephones and internet access, together with any compatible applications running on those devices as required to use BT MeetMe with Dolby Voice.

5.13 The Customer should be aware that BT may deactivate individual User Accounts, if these accounts have not been used for a consecutive period of 6 months. BT will notify the Customer of this deactivation 30 days in advance.

6. MINIMUM PERIOD OF SERVICE AND ORDERING

6.1 This Schedule shall continue in full force and effect until terminated by either Party, in accordance with the PSA.

6.2 Customer may purchase the Service by submitting an Order to BT. 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 Schedule and the PSA shall apply to all Service 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.

6.3 Each Order shall have a Minimum Period of Service calculated from the Operational Service Date (the date when the Customer is sent details of the Account) as notified by BT. Unless otherwise specified on the Order, the Minimum Period of Service shall be twenty four (24) months if longer, the duration of the Service package 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.

7. CHARGES AND PAYMENT TERMS



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- 7.1 Charging will be in accordance with the PSA.
- 7.2 The Charges for the Service will comprise some or all of the following components, depending upon the specific Order placed by the Customer.

<u>Component</u>	<u>Option</u>	<u>Charge</u>	<u>Payment Terms</u>
BT MeetMe			
Conference Bridge		Per minute that applies when not accessing meeting via IP through the Dolby Desktop Client or Dolby Mobile Application.	Monthly in arrears
Conference Bridge Dolby		Per minutes that applies when accessing via IP through the Dolby Desktop Client or the Dolby Mobile Application.	Monthly in arrears
Record and replay	Optional	Per recording and reply	Usage - Monthly in arrears
Calls	Participant Dial in access Chairperson dial out.	Dial in/out Charge per line per minute in addition to bridge Charges for option 1 or 2 above.	Usage – Monthly in arrears
On-Net Direct			
	Optional	Per minute	24 Month Minimum Period of Service
Global Access			
In country access number	-	Per Participant per minute in additional to bridge charges	Usage – Monthly in arrears
Toll free access number	-	Per Participant per minute in additional to bridge charges	Usage – Monthly in arrears
Chairperson dial out Charges	-	Dial out Charge per line per minute in addition to bridge charges for to Option 1 or 2 above.	Usage – Monthly in arrears

- 7.3 This Order shall be effective as of the date fully executed by both Parties and shall continue in force for a minimum period of twenty four (24) months following the Operational Service Date (the "Minimum Period of Service"), unless earlier terminated pursuant to the PSA.



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- 7.4 BT may adjust the price of calls and/or access charges to reflect changes in cost of service which are beyond BT or its supplier's control, or due to a regulatory change. Price adjustments will be effective from the billing period following notice to Customer.

8. TERMINATION CHARGES

If, during the Minimum Period of Service, (a) BT terminates this Service Schedule pursuant to Section 10.2 or 10.3 of the PSA or (b) Customer terminates this Service Schedule pursuant to Section 10.1 of the PSA or (c) Customer purchases fewer than the number of minutes of BT MeetMe with Dolby Voice specified in the Order Form ("Minimum Volume Commitment"), then Customer shall owe an early termination charge as of the effective termination date which shall be calculated and specified in the Order Form (the "Termination Charge"). The Termination Charge shall be invoiced to Customer and paid to BT as a Charge in accordance with Section 5 of the PSA.

9. SERVICE LEVEL

Any Service Level Agreement shall not apply to this Service.

1. Defined Terms

In addition to the defined terms in the PSA, capitalised terms in this Schedule will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the PSA, these defined terms will take precedence for the purposes of this Schedule):

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

“Account Password” means the numeric code that will need to be entered by Chairperson and Participant in order to gain access to a BT MeetMe conference.

“BT Help Desk” means the BT support desk that provides reservation assistance as well as general User inquiry assistance for BT MeetMe issues.

“BT MeetMe” means the on-demand audio conferencing service provided.

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

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

“EULA” means End User Licence Agreement.

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

“LAN” means Local Area Network.

“Named Host” means the Account referred to in Clause 2 for the video feature.

“On-Net VPN” means a method of accessing BT Conferencing services using one of the voice capable VPN services available from BT.

“Participant” means a person taking part in an audio conference.

“Service” means the BT MeetMe service as set out in Clause 2 and ordered by the Customer with additional features and/or components.

“Service Standard Components” means those components set out at <http://www.btconferencing.com/downloads-library/datasheets/en-gb/bt-meetme-global-access-datasheet.pdf>

“Toll” means that a Participant is responsible to pay his access charge to access the conference.

“Toll-free” means that the Customer pays the access line for the Participant.

“URL” means Uniform Resource Locator.

2. Service Summary

BT MeetMe and Global Access is an audio conferencing service as described at <http://www.btconferencing.com/downloads-library/datasheets/en-gb/bt-meetme-global-access-datasheet.pdf> and is available for up to 125 simultaneous connections provided from three regional locations:

- (a) BT's US conference bridges will provide the Service to Customer's Chairpersons located in North America, Latin America and the Caribbean;
- (b) BT's UK conference bridges will provide Service to Customer's Chairpersons located in EMEA, and
- (c) BT's Asia Pacific conference bridges will provide Service to Customer's Chairpersons located in Asia Pacific.

Customer's Users who wish to become Chairpersons will register for a User Account.

Once registered for a User Account, a list of available international access telephone numbers will be sent and the User will be given two unique passcodes to be used by the Chairperson and Participants.

2.1 Service Standard Components

The Service Standard Components which are automatically available to the Customer as part of the Service will incur no additional Charges above the established per minute rate as set out in the Order. These features can be accessed via Dual Tone Multi-Frequency (DTMF) controls or through the BT MeetMe Desktop Controller and Mobile Controller access.

2.2 Additional Chargeable Features

There are further Service Standard Components available which will incur additional Charges.

All additional Service Standard Components subject to Charges will be activated via the User Account. The additional Charges for these Service Standard Components are separately set out in the Order.

2.2.1 Desktop Controller

Desktop Controller is a web based interface that allows the Chairperson to view and control his BT MeetMe conference call online in real time.

The Chairperson may, in its sole discretion, enter Desktop Controller in a number of different ways:

- (a) Entry via a URL.
- (b) Entry via Outlook add-in. The Chairperson will download and install Outlook Add-In first, subject to the terms and conditions of the EULA presented upon installation.
- (c) Entry via call start alert.

Additional Features of Desktop Controller:

These features will incur an additional Charge as set out in the Order:

- (a) BT MeetMe recording.
- (b) Dial-out and International access (DDI and ITFN).

2.2.2 BT MeetMe video

BT MeetMe video is a feature of the BT MeetMe service that enables the Customer to incorporate video rooms or video-enabled laptops, tablets, smartphones and Instant Messenger (IM) clients in their on-demand conferences; either in conjunction with audio-only participants or with solely video-only participants. The list of the standard features is available via:

<http://www.btconferencing.com/downloads-library/datasheets/en/bt-meetme-video-technical-feature-description.pdf>

The video feature includes software licensed by BT who require the Customer to accept and keep to terms of use under an EULA, the latest version of which is available from BT upon request.

If this feature is selected on the Order it will enable Users within the Customers organisation to chair a BTMeetMe video call. The User will be able to use the same chair and Participant pins for all of their MeetMe calls regardless of whether the User joins the call using an audio device or video device.

3. Access

- 3.1 The Service may be accessed from a User provided touch-tone dialling phone plus either a Toll or Toll-free access number provided by BT, or by the Chairperson dialling out to Participants from within the conference call.
- 3.2 The Customer acknowledges that mobile access to Toll-free services may be limited or barred in some countries. The Customer will be responsible for checking the global access list of numbers provided to them by BT. This is subject to change without notice and is outside the control of BT.
- 3.3 BT will provide the Customer with the following access types:
 - (a) Desktop Controller access
 - (b) Outlook add-in access
 - (c) Mobile controller access
 - (d) Toll in-bound access
 - (e) Domestic and international Toll-free inbound access
 - (f) International direct dial inbound access
 - (g) Dial out access
 - (h) IP private circuit access
 - (i) On-Net Direct access. This service will be subject to additional terms and conditions contained in a separate Schedule.
 - (i) On-Net VPN access. On-Net VPN access can provide access through one of the following BT services: BT One Voice, One Cloud Cisco or IP Connect. These services will be subject to additional terms and conditions contained in separate Schedules.
- 3.4 BT may change the system requirements Users will need to provide for accessing the Service, but will give as much notice as possible before doing so.
- 3.5 If the Customer accesses the Service or part of the Service via a Local Area Network the Customer acknowledges that BT will not provide any support, whether technical or otherwise, for the Customer's LAN.
- 3.6 Where BT makes IP addresses or phone numbers available to the Customer, the Customer will only use them in connection with the Service. All rights in those IP addresses and phone numbers belong to BT. The Customer will not sell them or agree to transfer

them to anyone else. If this Schedule is terminated for any reason the IP addresses and phone numbers will not be used by the Customer anymore.

4. Registration

- 4.1 Users will be asked to provide billing and contact information. BT will then email the User a welcome letter and Account details within 24 hours.
- (a) BT will set up an Account enabling the Customer to use the Service.
 - (b) This Account serves for billing the Charges incurred and will allow the Customer to set up individual User Accounts for its employees.
 - (c) BT will notify the Customer of the Account number.
 - (d) After receiving the Account number, the Customer may set up individual User Accounts for its employees.
 - (e) Each individual User will have to register at the website: <http://www.btconferencing.com/emea/en/account/>.
 - (f) After successful registration, BT will send each User a welcome email containing the Chairperson PIN and Participant PIN allocated. In addition, the User will be notified of the Toll-free number and, subject to availability, the local dial-in number of the User's country. The complete list of all available dial - in numbers may be retrieved at any time at: <http://www.btconferencing.com/emea/de/globalaccess/>.
- 4.2 The Customer acknowledges that BT may in its sole discretion deactivate individual User Accounts if these Accounts have not been used for a consecutive period of six months. BT will notify the Customer of this deactivation 30 days in advance.

5. BT Help Desk

BT will provide a 24-hour BT Help Desk to support the Service. The BT Help Desk is located at a BT operations centre. Users may access the BT Help Desk either by keying *0 during a conference call or calling the BT Help Desk directly. The BT Help Desk will assist with the following:

- (a) Account set-up and changes
- (b) Conference call quality issues
- (c) Conference call reservations
- (d) Technical queries.

6. Customer Obligations

- 6.1 The Service is provided by BT solely for the Customer's own use and the Customer will not resell, sub-licence or otherwise distribute the Service, or use the Service under a contract with a reseller or agent of BT or other third party.
- 6.2 The Customer and its Users are solely responsible for all Content used in connection with the Service.
- 6.3 The Customer will be responsible for the security and proper use of all User-IDs used in connection with the Service and will take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.
- 6.4 The Customer will immediately inform BT if there is any reason to believe that a User-ID has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.
- 6.5 The Customer will not change or attempt to change a User-ID. If the Customer forgets or loses a User-ID the Customer will contact BT and satisfy such security checks BT operates.
- 6.6 BT may, in its sole discretion, suspend User ID access to the Service if at any time BT considers that there is or is likely to be a breach of security. BT may also, in its sole discretion, require the Customer to change any or all of the pass codes used by the Customer in connection with the Service.
- 6.7 The Customer will immediately inform BT of any changes to the information the Customer supplied when registering for the Service.
- 6.8 The Customer will only access the Service in the manner set out in this Schedule (or otherwise agreed with BT) and will not attempt at any time to circumvent system security or access the source Software or compiled code.
- 6.9 The Customer is responsible and liable for the acts and omissions of all Users in connection with the Service and is liable for any failure by any Users to perform or observe any instructions issued by BT or any other public telecommunications operator or other competent authority, in any country where the Service is provided. In particular, the Service will not be used:
- (a) in any way that does not comply with the terms of any legislation or any license applicable to the Customer or that is in any way fraudulent or unlawful;

- (b) in any way that does not comply with any instructions given by BT or any other public telecommunications Conference Coordinator or other competent authority, in any country where the Service is provided;
- (c) to send, knowingly receive, upload, download, use or re-use any information or material which is abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights; or
- (d) to send or provide unsolicited advertising or promotional material, or knowingly to receive responses to any unsolicited advertising or promotional material sent or provided using the Service by any third party.

6.10 Where call back, call me and dial out features of the Service are prohibited under local legislation and regulation these features will not be available to Participants. Local country legislation and regulation may change at any time.

The following countries prohibit call-back or call me services: Afghanistan, Albania, Algeria, Netherlands Antilles, Saudi Arabia, Armenia, Azerbaijan Bahamas, Bahrain, Belarus, Belize, Benin, Bosnia, Brazil, Brunei Darussalam, Burkina Faso, Burundi, Cambodia, Cameroon, Central African Rep., China, Cyprus, Colombia, Comoros, Costa Rica, Côte d'Ivoire, Cuba, Djibouti, Dominica, Egypt, United Arab Emirates, Ecuador, Eritrea, Ethiopia, Fiji, Gabonese Rep., Gambia, Ghana, Guinea, Guyana, Haiti, Honduras, Cook Islands, India, Indonesia, Iran, Ireland, Israel, Jamaica, Jordan, Kazakhstan, Kenya, Kiribati, Kuwait, Macedonia, Lesotho, Latvia, Lebanon, Macao China, Madagascar, Malaysia, Malawi, Mali, Morocco, Mauritius, Mauritania, Mexico, Moldova, Monaco, Mozambique, Nicaragua, Niger, Nigeria, New Caledonia, Oman, Uganda, Pakistan, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Poland, Qatar, Syrian Arab Rep., Dem. Rep. of the Congo, Kyrgyz Rep., Slovak Rep., Romania, San Marino, Samoa, Serbia and Montenegro, Seychelles, Sudan, Sri Lanka, South Africa, Suriname, Tanzania, Chad, Thailand, Tonga, Tunisia, Turkey, Tuvalu, Ukraine, Vanuatu, Venezuela, Vietnam, Wallis & Futuna, Yemen, Zambia, Zimbabwe.

6.11 If the Customer or anyone else, with or without the Customer's knowledge or approval, uses the Service in contravention of the Agreement or uses the bridge or server capacity or any Software made available to it in any way which, in BT's opinion, is, or is likely to be, detrimental to the provision of the Service to the Customer or any other customer and fails to take corrective action within a reasonable period of receiving notice from BT to do so, BT may treat the contravention as a material breach of the Agreement and may terminate the Service in accordance with the terms of the Agreement.

6.12 The Customer will indemnify BT against any claims or legal proceedings which are brought or threatened against BT by a third party because the Service is used in breach of Clauses 6.8, 6.9 and 6.10. BT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings and have due regard to the Customer's representations.

6.13 Third Party End User License Agreements

The Service includes Software licensed by third parties who require the Customer to accept their terms of use under a EULA presented on download and the Customer will keep to those terms. This includes the Outlook Add-In with the Desktop Controller presented upon installation. The last version of this EULA can be found on: <http://www.btconferencing.co.uk/outlook-add-in/terms-and-conditions/>. BT has no liability regarding such third party Software which is subject to such EULA(s).

6.14 The Customer acknowledges that the Service does not support access to emergency services, and the Customer will ensure that its registered Users have other means of accessing the emergency services.

6.15 The Customer will ensure that its Users are provided with video capable devices if they select to access the BT MeetMe video feature.

7. Minimum Period Of Service And Ordering

7.1 This Schedule will continue in full force and effect until terminated by either Party in accordance with the Agreement.

7.2 Orders for the Service are subject to written confirmation of acceptance by BT. The terms and conditions of this Schedule and the Agreement will apply to the Service regardless of any additional or conflicting terms on any Order or other correspondence submitted by the Customer to BT., Any such additional or conflicting terms are deemed rejected by BT.

7.3 Unless otherwise agreed in the Order, the Minimum Period of Service is 12 months. The Minimum Period of Service starts on the day when BT sends the Customer its Account details (Operational Service Date). Following expiration of the Minimum Period of Service, the Service will automatically continue unless terminated in accordance with the Agreement.

8. Invoicing

8.1 Invoicing will be in accordance with the Agreement.

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

<u>Component</u>	<u>Option</u>	<u>Charge</u>	<u>Payment Terms</u>
BT MeetMe			
Audio Conference Bridge		Per minute	Monthly in arrears

Video Conference Bridge	Optional	Per minute, per screen,(the number of minutes generated across the Customer's organisation is totalled and multiplied by the minute rate agreed with the Customer). Or Per Named Host (the Customer commits to pay for a specific number of Users at a single flat rate per User and per Account. The Customer will pay the greater of the actual number of Users or the committed number of Users in a given month).	Monthly in arrears
Conference Bridge		Per minute	Usage - Monthly in arrears
Recording	Optional	Per conference	Usage - Monthly in arrears
Calls	Participant Dial-in access Chairperson Dial-out	Dial in/out Charge per line per minute in addition to bridge	Usage – Monthly in arrears
On-Net Direct			
	Optional	Per minute	Usage – Monthly in arrears
Global Access			
In country access number	-	Per Participant per minute in addition to bridge Charges	Usage – Monthly in arrears
Toll-free access number	-	Per Participant per minute in addition to bridge Charges	Usage – Monthly in arrears
Chairperson dial out Charges	-	Dial out Charge per line per minute in addition to bridge Charges	Usage – Monthly in arrears

8.3 The Chairperson will ensure that a call is ended in accordance with the feature command instructions. If no call activity is registered for a period of three hours a notification will be announced informing the Participants that the call can be extended by the Chairperson and if no response is received BT will terminate the call.

8.4 The Customer will pay for any minimum volume commitment it has agreed to in the Order even if it uses fewer than the number of minutes committed to.

9. Charges at the End of the Agreement

9.1 In addition to the provisions of the Agreement, if the Customer terminates the Service or if BT terminates Service for breach by the Customer before the Minimum Period of Service has expired, then, in addition to all outstanding Charges for Service rendered, the Customer will pay an early termination fee equal to:

- (a) the termination fee as set out in the Order; or
- (b) if a minimum volume commitment was agreed in the Order but no termination fee, 20 per cent of the minimum volume commitment for all other remaining months of the Minimum Period of Service; or
- (c) if no termination fee or minimum volume commitment was agreed on the Order, 20 per cent of the average Charges of the last three months before termination for all other remaining months of the Minimum Period of Service.

9.2 No early termination fees apply if the Service is terminated after the Minimum Period of Service.

10. Service Level

No Service levels apply to this Service. Any target availability or response times given are indicative and given for information only.



EXHIBIT B

BT Products and Services Agreement

Service Schedule

BT Streaming – Managed (Onstream)

1. DEFINITIONS

In addition to the definitions set out in the BT Products and Services Agreement (“PSA”), the following definitions will apply:

“Connection Address”	means the address indicated by BT to the Customer in accordance with paragraph 3.1 below, to which the Customer will provide the audio and/or video data for BT to Stream;
“Custom Production”	means a customised form of the Streaming Service as described in paragraph 3.5 below;
“Endpoint”	refers to an H.320 or H.323 compliant codec or the video conferencing system, unless otherwise agreed;
“Live Stream”	means a Stream of an event which is simultaneously made available to Users at a specific URL;
“Minimum Period of Service”	means the minimum duration for each Service or each component of the Service, as defined herein or on the relevant Schedule;
“Month”	means a calendar month;
“On-Demand Stream”	means a Stream of an event which is recorded, encoded and stored for 90 days, for future viewing by Users by accessing a specific URL;
“Operational Service Date”	means the date on which any Service or part of a Service is first made available to Customer by BT or the date when Customer first starts to use such Service (or part of the Service), whichever date is earlier;
“Streaming Service”	means the BT Streaming service as set out in this Schedule;
“Streaming Service User”	means anyone the Customer allows to use or access the Streaming Service as a viewer or listener who has a single streaming connection greater than thirty (30) seconds;
“Stream or Streaming”	means transmitting audio and or video over the internet;
“URL”	means Uniform Resource Locator which is a web address.

2. SERVICE OVERVIEW

The Service allows the Customer to Stream high-impact, rich-media messages to Users with a compatible pc and a web browser. The Service transmits the Customer’s audio and video content efficiently over the internet either as a Live Stream or an On-Demand Stream, so that Users are not required to wait to download large files before seeing video or hearing sound. BT provides 3 options for the Streaming Service. These are:

- Live Stream
- On-Demand
- Custom Production.

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



EXHIBIT B

BT Products and Services Agreement

Service Schedule

3. PROVISION OF SERVICE

3.1 Reservations

To schedule a Stream (including a Custom Production) the Customer must call the BT reservations team and confirm the following requirements:

- (a) whether a Live Stream or an On-Demand Stream is required;
- (b) whether the Stream will be video or audio only;
- (c) which of the optional features set out in paragraph 3.4. below is required by the Customer for the Stream;
- (d) in the case of a Live Stream, the date and time of that Live Stream;
- (e) in the case of an On-Demand Stream, the date from which the On-Demand Stream is to be made available to Users; and
- (f) in the case of a Custom Production, any other Customer requirements for the Streaming Service.

BT will send an email confirmation of the above, to the address indicated by the Customer.

Following BT's email confirmation, the Parties will work together to define the precise requirements for the Stream including details of the Connection Address and any reports that may be required.

3.2 Live Stream

3.2.1 Prior to the date and time agreed to in paragraph 3.1 (d) above:

- (a) the Customer will be responsible for establishing a connection from its Endpoint to the Connection Address, usually via its ISDN, IP, fibre or satellite connection, and for making the audio or video content to be streamed available to BT over this connection.
- (b) BT will be responsible for informing the Customer of the URL at which the Live Stream will be streamed.
- (c) BT will acquire a video and/or audio feed from the Customer's connection to the Connection Address.

3.2.2 Following the acquisition of the video and/or audio feed and unless otherwise agreed, BT will Stream audio or video provided by the Customer to the URL indicated in accordance with paragraph 3.2.1 (b) above at the time and on the date agreed to in paragraph 3.1 (d) above.

3.3 On-Demand Stream

3.3.1 Prior to the date and time agreed to in paragraph 3.1 (e) above:

- (a) the Customer will be responsible for establishing a connection from its Endpoint to the Connection Address, usually via its ISDN, IP, fibre or satellite connection, and for making the audio or video content to be streamed available to BT over this connection. The Customer may alternatively decide to provide pre-recorded content for subsequent encoding.
- (b) BT will also be responsible for advising the Customer of the URL at which the On-Demand Stream will be streamed;
- (c) BT will acquire a video and/or audio feed from the Customer's connection to the Connection Address.

3.3.2 Following the acquisition of the video and/or audio feed and unless otherwise agreed, BT will encode the audio or video content provided by the Customer and will make the recording available to Users at the URL indicated in accordance with paragraph 3.3.1 (b) above, from the time and on the date indicated in paragraph 3.1 (e) above.

3.4 Optional features

The Customer may elect to take the following optional features with a Live Stream or an On-Demand Stream, subject to the Charges set out in the Charges Schedule:

- (a) Registration Page – a registration page allows the Customer to collect valuable information from audience members before they access the Customer's content at the URL provided by BT.
- (b) Presentation package - the Customer can produce and present their Streaming session with a variety of tools, show slides, display questions and answers and poll its audience to gauge



EXHIBIT B

BT Products and Services Agreement

Service Schedule

- understanding. This package also provides the Customer with additional reports to those stated in paragraph 3.7 below.
- (c) Indexing - BT can create an index of the Customer's archived presentation for fast, easy navigation.
 - (d) Uploading and control of Presentation - BT's control software allows for the quick uploading and control of the Customer's PowerPoint™ presentation;
 - (e) CD Copy - All events, either audio or video, can be converted to a stand-alone (offline), self-contained, CD-ROM. The CD-ROM will contain audio or video only (no slides or other features). This can be made available for download to the Customer for them to burn their own CD-ROMs;
 - (f) FTP of content archive - FTP of the archive is the same content as contained on the CD but instead of the customer getting a hard copy, the content is uploaded to an FTP server for downloading if that option is selected by the Customer.
 - (g) Additional encoding speeds – The basic Streaming Service offers encoding speeds of 100kbps, 300kbps and a 100-300kbps multi rate selection. Alternative speeds may be requested by the Customer at the time of booking if they have previously run events. Alternatively this will be discussed during a consultation period.
 - (h) Stream consultation - A chargeable Stream consultation Streaming Service is normally provided to the Customer following a request for the Streaming Service where on site production crews or equipment (for example) may be required.
 - (i) Post event slide timing adjustment – Customer may request that the On-Demand Stream recording of the live event be altered slightly. This is a chargeable option than can be used to remove an unwanted comment from the video which will then require an adjustment to be made to the slide timings for synchronising to the video.

3.5 Custom Production

- 3.5.1 BT can customise the Streaming Service to provide the Customer with a Custom Production. Such customisation includes but is not limited to:
- Streams for 2,000 or more Users;
 - applying the Customer's branding to the URL provided by BT; and
 - placing production crews on Site.
- 3.5.2 The charges, precise scope and any additional applicable terms to each Custom Production will be agreed with the Customer following the Customer's call to the BT reservations team to reserve a Stream. Custom Productions usually require a Stream consultation.

3.6 Monitoring

- 3.6.1 For the duration of Live Stream BT will monitor the Stream for quality purposes.
- 3.6.2 Following the Live Stream, BT will make available the On-Demand Stream (if requested) which can be accessed by Users via the same URL as the Live Stream for a period of 90 days.
- 3.6.3 During a Live Stream, Users will be able to request help by dialling any of the following phone numbers:

United States:
US : + 1 866 766 8777

United Kingdom:
UK Freephone: +44 (0)800 77 88 77
International: +44 (0)20 7298 4055
Optional Dedicated Support Number(s)

- 3.6.4 For each Live Stream, BT will provide a streaming event technician who is able to establish a connection to allow Streaming from the Connection Address to the URL indicated by BT, as well as to operate and troubleshoot the Streaming Service.
- 3.6.5 For each Live Stream the Customer will provide, where required, a network engineer or Site contact with sufficient technical knowledge to operate and resolve any faults on any of the Customer's video equipment which is required for this Stream. This network engineer or Site contact must also be able to operate basic computer functions.

3.7 Reports



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For each Stream, BT will provide the standard reports which have been agreed to by the Parties in accordance with paragraph 3.1 above. These reports may include but are not limited to:

- Number of viewers for the event
- Registration details if requested for the event
- Length of each viewing
- Additional reporting information depending upon event options.

4. CUSTOMER RESPONSIBILITIES

4.1 System Requirements:

To view a Stream Users will need:

- (a) A Personal computer with either Microsoft Windows 2000/XP/Vista, Windows 7, (or) Apple Mac OS X 10.3 and an operating system of:
- 256 MHz or faster
 - 64 MB RAM minimum/128 MB recommended
 - 16 bit sound card
 - 65,000 (16 bit) colour video display card
 - Speakers.

User of the Streaming Service who are running one of the following operating systems: Unix or Mac, should use Flash Streaming or you may experience issues viewing and/or listening to the Stream.

- (b) An Internet connection.

4.1.1 Users with Windows operating systems, must have either Microsoft Internet Explorer 6 or later or Firefox 3 or later. For the Mac operating systems, Users must have Mozilla Firefox 3 or later.

4.1.2 Users must also ensure that Browser security settings have ActiveX and Plug-ins enabled.

4.1.3 Users must have a streaming media player installed on their personal computer:

Adobe® Flash® 10.1 or later
Microsoft Silverlight® 2 or later
Microsoft Windows Media® Player 9 or later

4.2 Using/viewing advanced features of a Stream:

4.2.1 Users will need to have JavaScript enabled to use the advanced features of a Stream, which will depend on the overall Streaming package chosen by the Customer. Users should consult their browser documentation on how to enable JavaScript or consult their network administrator.

4.2.2 Users will need to have cookies enabled. Users should consult their browser documentation on how to enable cookies or consult their network administrator.

4.2.3 Customers will need to ensure that their popup blocking software is set to accept popup windows from the URL as the Stream makes use of popup windows for advanced features such as URL pushes and exit surveys.

4.2.4 Customers will need to ensure that ports 554 and 1755 are open for the Stream. If Users' media player is configured for port 80 they may still receive the Stream. Users who are unable to receive the Streaming media should contact their network administrator.

5 ORDERING

5.1 This Schedule shall continue in full force and effect until terminated by either Party, in accordance with the PSA.



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BT Products and Services Agreement

Service Schedule

5.2 Customer may purchase the Service by submitting an Order to BT. 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 Schedule and the PSA shall apply to all Service 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 shall be twelve (12) months or if longer, the duration of the Service package 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>Live Streaming Services</u>	<u>Options</u>	<u>Charge</u>	<u>Payment</u>
Video Live/ Audio Live			
Included Users for the Event	100 Users 500 Users 1,000 Users 2,000+ Users	✓ ✓ ✓ Custom Quote	Based on number of Users
Presentation Package	✓	✓	Per Presentation Package
Additional Content	Per Hour	✓	Per Hour
Archive (90 days)	100 Users 500 Users 1,000 Users	✓ ✓ ✓	Per Group of Users
Additional User (for both live event and archiving)	✓	✓	Per User
Additional Month of Archiving	✓	✓	Per Month
Video On-Demand/ Audio On-Demand			
Included Users for 90 Day Archive/On-Demand Event	100 Users 500 Users 1,000 Users 2,000+ Users	✓ ✓ ✓ Custom Quote	Based on number of Users
Presentation Package	✓	✓	Per Presentation Package
Additional Content	Per Hour	✓	Per Hour
Additional Viewer/Listener	✓	✓	Per User
Additional Month of Archiving	✓	✓	Per Month



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<u>Visual Conference</u>	<u>Number of Participants</u>	<u>Charge</u>	<u>Payment</u>
Visual Conference (Live Slides for phone participants (phone charges not included) - in addition to the live stream)			
Participants (Listening via Phone)	Up to 100 Up to 500	✓ ✓	Per 2 Hour Conference
Additional Participant	✓	✓	Per Participant

<u>Additional Features</u>	<u>Charge</u>	<u>Payment</u>
Optional Additional Features		
CD Archive Without Presentation Package	✓	Per CD + S&H
CD Archive With Presentation Package	✓	Per CD + S&H
Copy of CDs	✓	Per CD
FTP of content archive	✓	Per Conference
Additional Encoding Speeds (Video Only)	✓	Per Hour-Additional Speed
Professional Services: Stream Consultation	✓	Per Hour
Custom Registration Fields	✓	Per Conference
Custom HTML Work (changes to the launch/listen page)	✓	Per hour
Custom Web Development (changes to player page)	✓	Per Hour
Post-event Slide Timing Adjustments	✓	Per hour

6.2 The Charges for the Services will be invoiced in arrears as set forth on the Order for each Service.

6.3 The Customer will be subject to an additional Charge if an event is booked, re-scheduled or cancelled after 4.00pm EST on the day prior to the event.

7 TERMINATION CHARGES

The Order will continue for the Minimum Period unless or until the PSA or the Service or both have been terminated by the Customer or BT under the PSA, provided that in the event of termination by BT under the MSA the Customer will pay;

- an amount equal to the outstanding Charges that would have been payable by the Customer in respect of the Minimum Period, and;
- 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.



EXHIBIT B – Service Level Agreements (SLAs)

(SLAs are to be effective 60 days following commencement of the Services/Solution.)

<u>Performance Standard</u>	<u>Measurement</u>	<u>Measurement period</u>	<u>% Level</u>
<i>Online Report Availability</i>	<i>1 – (Service Outage Time (minutes) / (* Minutes in the Period)) = System availability</i>	<i>Monthly</i>	<i>99.0%</i>
<i>Engage Meeting Manager Availability</i>	<i>1 – (Service Outage Time (minutes) / (* Minutes in the Period)) = System availability</i>	<i>Monthly</i>	<i>99.0%</i>
<i>Onward System Availability</i>	<i>1 – (Service Outage Time (minutes) / (* Minutes in the Period)) = System availability</i>	<i>Monthly</i>	<i>99.0%</i>
<i>Online Help Desk Availability</i>	<i>1 – (Service Outage Time (minutes) / (* Minutes in the Period)) = System availability</i>	<i>Monthly</i>	<i>99.0%</i>
<i>Average Speed of Answer - Reservations</i>	<i>5 x 24 – 30 seconds average speed of answer</i>	<i>Monthly</i>	<i>30 sec</i>
<i>Average Speed of Answer - Conference Production</i>	<i>5 x 24 – 30 seconds average speed of answer</i>	<i>Monthly</i>	<i>30 sec</i>
<i>Average Speed of Answer – Video Technical Help Desk</i>	<i>5 x 18 - 30 seconds average speed of answer</i>	<i>Monthly</i>	<i>30 sec</i>
<i>Video Technical Help Desk Availability</i>	<i>BT will target to have its Help Desk available for general assistance and acceptance of faults and issues 99.5% of the time, 24 hours a day / 7 days a week / 365 days per year</i>	<i>Monthly</i>	<i>99.5%</i>

Category	Service Level	Explanation of Service Level
Online Report Availability	7x24 - 99%	<p>BTC will aim for the Online Reports to be available 99% of the time as measured monthly.</p> <p>“Availability” or “Available” is defined as the time that a service is operational and available for use by CUSTOMER. System Availability is calculated monthly per Service as follows:</p> $1 - (\text{Service Outage Time (minutes)} / (\text{* Minutes in the Period})) = \text{System availability}$ <p>Service outage time is based on the total (unscheduled) minutes of outage time. Service outage time is measured from the time the system is registered unavailable to the time Availability is restored to CUSTOMER. An outage condition exists when CUSTOMER does not have Availability to a Service. Scheduled Outages include those outages planned by BTC as preventative or to accomplish platform growth or upgrades. Outages resulting from the following items shall be excluded from the calculation of Service outage time: weekly or otherwise scheduled maintenance; force majeure events - any act or event beyond the reasonable control of BTC, including but not limited to geographic or climatic conditions, wind, fire, flood, Act of God, riot, war, strike, carrier outages, governmental acts or orders or any other similar or dissimilar act or event not within the reasonable control of BTC; CUSTOMER’s negligence or willful misconduct or the negligence or willful misconduct of others authorized by CUSTOMER to use the Services; any incompatibility or failure of Customer’s own equipment; any other occurrence for which liability has been disclaimed under this agreement</p>
Engage Meeting Manager Availability	7x24 - 99%	<p>BTC will aim for the Engage Meeting Manager to be available 99% of the time as measured monthly.</p> <p>“Availability” or “Available” is defined as the time that a service is operational and available for use by CUSTOMER. System Availability is calculated monthly per Service as follows:</p> $1 - (\text{Service Outage Time (minutes)} / (\text{* Minutes in the Period})) = \text{System availability}$ <p>Service outage time is based on the total (unscheduled) minutes of outage time. Service outage time is measured from the time the system is registered unavailable to the time Availability is restored to CUSTOMER. An outage condition exists when CUSTOMER does not have Availability to a Service. Scheduled Outages include those outages planned by BTC as preventative or to accomplish platform growth or upgrades. Outages resulting from the following items shall be excluded from the calculation of Service outage time: weekly or otherwise scheduled maintenance; force majeure events - any act or event beyond the reasonable control of BTC, including but not limited to geographic or climatic conditions, wind, fire, flood, Act of God, riot, war, strike, carrier outages, governmental acts or orders or any other similar or dissimilar act or event not within the reasonable control of BTC; CUSTOMER’s negligence or willful misconduct or the negligence or willful misconduct of others authorized by CUSTOMER to use the Services; any incompatibility or failure of Customer’s own equipment; any other occurrence for which liability has been disclaimed under this agreement</p>

EXHIBIT C - Pricing Sheet
BT Response to VITA RFP RFP 2016-04-R



BT Pricing Notes

The following caveats and assumptions apply to BT's proposal:

- USD currency, US customer
- 2 year term with up to three 1 year renewals
- BT's pricing is subject to BT's proposal and contract negotiation
- Additional service specific terms and conditions may apply depending on the final solution agreed with the Authorized User, flow down terms from BT's supplier, and mutually agreed upon changes to the contract
- MSRP list pricing will be provided upon request. Most OEM's do not publish list pricing on a public website. Additionally, only certified partners are allocated log-in's to obtain the rates. Account Manager will manage the Catalog document for the term of the contract.
- Pricing specific to the products and services provided from identified suppliers. Additional pricing provided upon request.
- Video Install charged separately; quote price dependent on Authorized User A/V requirements and therefore cannot be included in Equipment price, as requested
- Line 14 in, "AV Production Services Price Li" tab refers to custom pricing. As each opportunity is unique, pricing may vary. Discounts may be offered for multiple contracted events in a calendar year & therefore would be custom in nature per the number of recurring events, size of the events, duration of the events, etc.
- Marketing and Training priced upon request
- Project Management cost is included in price
- Service Agreement for additional services in support of the A/V solution will be required in all SOW's where the services are required
- In Reference to Item #11 in the, "Market Basket-AV PRODUCTS" tab, maintenance pricing for this specific item is not provided. When an item is incorporated into an overall solution, the maintenance package includes support for all items.
- In Reference to Item #12 in the, "Market Basket-AV PRODUCTS" tab, maintenance pricing for this specific item is not provided. When item is purchased as a standalone item, the manufacturing warranty is provided.

Audio Conferencing - Line 90, "AV Product Catalog Price List"

- Audio (Booked & MeetMe reservationless) discount applies to US domestic dial-in rates only. Global Access and Dial-out discounts provided upon request
- Audio feature pricing provided upon request
- Additional fees required for Audio Booked - Premium Automated services and will be presented in response to RFQ/SOW requirements, including no show/cancellation, underutilization and minimum commitment as described in the Service Schedule included in Appendix G of the RFP

Web Conferencing - Line 32, "AV Product Catalog Price List"

- WebEx services must be services provided by BT; pricing not confirmed until order is placed with Cisco
- Specific pricing for WebEx services custom quoted per RFQ/SOW as there are many options to meet VITA's web conferencing requirements
- GRA reseller pricing will be valid until BT reseller agreement is renewed. At that time, there will be a move to Annuity pricing and terms will be agreed when this occurs

Confidentiality Statement

The entire content of this Proposal is provided in confidence for the purposes of discussion between BT and VITA and shall not be used for any other purpose, and shall not be published or disclosed wholly or in part to any other party without BT's prior permission in writing, and shall be held in safe custody. By receiving BT's submission of this Proposal, VITA further agrees not to disclose the contents hereof internally other than to those of its agents, principals, representatives, consultants, or employees who need to know these contents for the purposes of VITA's evaluation of the Proposal. VITA agrees to inform such persons of the confidential nature of the contents hereof and to obtain their agreement to preserve the confidentiality hereof to the same extent as VITA. VITA further agrees to treat the confidential information contained herein with at least the same level of care as it takes with respect to its own confidential information, but in no event with less than reasonable care. Notwithstanding the foregoing, the contents of this Proposal may not be disclosed to any party or individual that derives a substantial portion of its revenues from the provision of products or services substantially similar to those addressed by this document. These obligations shall not apply to information which is published or becomes known legitimately from some source other than BT.

Proposal and Not an Offer of Contract

This Proposal is not an offer of contract, and only the execution of a written contract will obligate BT in accordance with the terms and conditions of such contract. Except as qualified herein, BT reserves the right to vary the terms of this Proposal in accordance with any changes in the specifications made by VITA. Submission of this Proposal by BT in no way conveys any right, title, interest or license in any intellectual property (including but not limited to patents, copyrights, trade secrets or trademarks) contained or embodied herein.

Contract Pricing

Prices presented in this response are exclusive of all taxes, fees, and surcharges, regulatory or otherwise, and any other governmental levies, imposts and duties or similar charges imposed upon the placement or use of the services to be provided.

Pricing Exhibit
RFP 2016-04-R
Audio Video Products

AV Product/Services Catalog - Price List

Supplier Name:	BT		
Submitted By:	Katherine Vito	phone: +1 410.360.5150	email: katherine.vito@bt.com

Instructions: In the table below, Suppliers are required to submit a Catalog Discount Price List for all brands, by category, of products and services within the scope of this procurement that you are interested in selling to the Commonwealth. Add rows as needed for each brand/category. The expectation is that each category within a brand will provide the same percentage discount, therefore add as many categories as needed. In order to complete this exhibit, first indicate the "Index Price List" in the shaded fields above the table. In the space provided, you should indicate the source of the products and Index prices that are identified in the Product/Services Catalog Price List. Examples have been provided, which can be deleted. Next, provide the URL where the publicly available Index Price List can be found online. If an item does not have an Index Price List URL then the Supplier will need to produce a catalog document that can be accessed on their website or supply the catalog to VITA and VITA will host the document on the contract page for the Supplier. In either case, it will be the responsibility of the Supplier to keep this catalog up-to-date. If Suppliers proceed with this option, Suppliers should include a mock-up document to show what the catalog would look like if awarded a contract and once awarded a contract, the Supplier would have this catalog in place within 30 days of award. Then proceed to the Catalog Discount Price List table where you will identify all products, by category, that your firm would like to include in its offer in response to this solicitation. All products must fall within the scope of this solicitation, which includes all products and services that may be required in order to fulfill a request for a comprehensive solution. In other words, Suppliers should include hardware, software, maintenance, installation, accessories, etc. as applicable.

If applicable, please identify separate percentage discounts for academic and government customers. Index prices (which may be MSRP or other prices) on the Index price list may change over time as new price lists are published and new products are added. Supplier may construct product categories in any way you see fit. For example, you may construct your categories by product type, or by part type (e.g. Hardware, Software, Services), by product line, or any other logical method. The Percentage Discount(s) that is bid will be maintained throughout the life of the contract, with the exception of price changes permitted by the contract's terms. New Product/Price Lists that are published subsequent to the initial Product/Price List may include new products, but new products will be subject to the same percentage discount offered in the original Product/Price List proposal for that product category. Discontinued products may fall off the new list(s).

All pricing must all prices must include eVA fees, IFA and reflect shipping that is F.O.B. Delivered to the specified location and include any shipping costs.

The price list submitted by suppliers must be a widely-used, publicly available price list that has a consistent basis of calculation and is available online throughout the life of the contract. A vendor may opt to be more competitive by offering a greater discount percentage for a specific purchase or a specific authorized user, but discounts may never be less than as indicated in this and subsequent price lists.

Comprehensive AV Product/Service Catalog Discount Price List

Brand/OEM/Category Fields		Government Discount from Index Price	Academic Discount from Index Price	Index Price List URL	
Brand	OEM/Manufacturer	Product Category			
Almo	Almo	All Products	5.0%	5.0%	See "BT Pricing Notes" tab
AMX	AMX	Control Panels	35.0%	35.0%	See "BT Pricing Notes" tab
AMX	AMX	Accessories	25.0%	25.0%	See "BT Pricing Notes" tab
AMD	AMD	Medical Instruments	7.0%	7.0%	See "BT Pricing Notes" tab
AMD	AMD	Medical Devices	3.0%	3.0%	See "BT Pricing Notes" tab
AMD	AMD	Software/Applications	10.0%	10.0%	See "BT Pricing Notes" tab
AMD	AMD	Accessories and Supplies	3.0%	3.0%	See "BT Pricing Notes" tab
AUDIO TECHNICA	AUDIO TECHNICA	Transmitters/Receivers	15.0%	15.0%	See "BT Pricing Notes" tab
AUDIO TECHNICA	AUDIO TECHNICA	Accessories	10.0%	10.0%	See "BT Pricing Notes" tab
AUDIO TECHNICA	AUDIO TECHNICA	Microphones	40.0%	40.0%	See "BT Pricing Notes" tab
Avizia	Avizia	Telemedicine	7.0%	7.0%	See "BT Pricing Notes" tab
Avteq	Avteq	Carts	35.0%	35.0%	See "BT Pricing Notes" tab
Avteq	Avteq	Racks/Mounts	30.0%	30.0%	See "BT Pricing Notes" tab
Avteq	Avteq	Accessories	20.0%	20.0%	See "BT Pricing Notes" tab

Barco	Barco	Projectors, Click Share	5.0%	5.0%	See "BT Pricing Notes" tab
B&H	B&H	Products, Cables & Accessories	3.0%	3.0%	See "BT Pricing Notes" tab
B&H	B&H	Cameras	15.0%	15.0%	See "BT Pricing Notes" tab
Chief	Chief	All Products	5.0%	5.0%	See "BT Pricing Notes" tab
Cisco	Cisco	End Points	3.0%	3.0%	See "BT Pricing Notes" tab
Cisco	Cisco	Cables, Software, Supporting Equipment	5.0%	5.0%	See "BT Pricing Notes" tab
Cisco	Cisco	Support Contract	5.0%	5.0%	See "BT Pricing Notes" tab
Cisco	Cisco	Infrastructure	15.0%	15.0%	See "BT Pricing Notes" tab
Cisco	Cisco	Web Conferencing - WebEx GRA	10.0%	10.0%	See "BT Pricing Notes" tab
CLEAR ONE	CLEAR ONE	Mixers & Accessories	20.0%	20.0%	See "BT Pricing Notes" tab
CRESTRON	CRESTRON	Control Panels	37.0%	37.0%	See "BT Pricing Notes" tab
CRESTRON	CRESTRON	Accessories	10.0%	10.0%	See "BT Pricing Notes" tab
CROWN	CROWN	Mics, Mixers & Amplifiers	12.0%	12.0%	See "BT Pricing Notes" tab
DALITE	DALITE	Screens, Products, Accessories	20.0%	20.0%	See "BT Pricing Notes" tab
DALITE	DALITE	Furniture	35.0%	35.0%	See "BT Pricing Notes" tab
Draper	Draper	Screens	36.0%	36.0%	See "BT Pricing Notes" tab
ELMO	ELMO	Document Cameras	10.0%	10.0%	See "BT Pricing Notes" tab
EXTRON	EXTRON	Cables, Amplifiers & Switchers	35.0%	35.0%	See "BT Pricing Notes" tab
FREE FLIGHT	FREE FLIGHT	All Products	15.0%	15.0%	See "BT Pricing Notes" tab
Hellermann Tyton	Hellermann Tyton	Cable Management	7.0%	7.0%	See "BT Pricing Notes" tab
JBL	JBL	All Products	10.0%	10.0%	See "BT Pricing Notes" tab
LIBERTY	LIBERTY	Cables	35.0%	35.0%	See "BT Pricing Notes" tab
Marantz	Marantz	Professional Audio Products	15.0%	15.0%	See "BT Pricing Notes" tab
MIDDLE ATLANTIC	MIDDLE ATLANTIC	Equipment & Racks	20.0%	20.0%	See "BT Pricing Notes" tab
NEC	NEC	LCD Monitors	8.0%	8.0%	See "BT Pricing Notes" tab
NEC	NEC	Projectors	10.0%	10.0%	See "BT Pricing Notes" tab
NEC	NEC	Projector Lamps	5.0%	5.0%	See "BT Pricing Notes" tab
NEC	NEC	Stands/Speakers	2.0%	2.0%	See "BT Pricing Notes" tab
PANASONIC	PANASONIC	Projectors & Displays	10.0%	10.0%	See "BT Pricing Notes" tab
PANASONIC	PANASONIC	Whiteboards	12.0%	12.0%	See "BT Pricing Notes" tab
PANASONIC	PANASONIC	Accessories	24.0%	24.0%	See "BT Pricing Notes" tab
PANEL CRAFTERS	PANEL CRAFTERS	Mounting Hardware & Furniture	10.0%	10.0%	See "BT Pricing Notes" tab
PEERLESS	PEERLESS	Mounting Hardware & Carts	5.0%	5.0%	See "BT Pricing Notes" tab
Polycom	Polycom	DC2	2.0%	2.0%	See "BT Pricing Notes" tab
Polycom	Polycom	DC4	5.0%	5.0%	See "BT Pricing Notes" tab
Polycom	Polycom	DC6	10.0%	10.0%	See "BT Pricing Notes" tab
Polycom	Polycom	DC8	12.0%	12.0%	See "BT Pricing Notes" tab
Polycom	Polycom	DC8 (Telepresence) 16.0%	16.0%	16.0%	See "BT Pricing Notes" tab
Polycom	Polycom	DC10	18.0%	18.0%	See "BT Pricing Notes" tab
Polycom	Polycom	DC12	27.0%	27.0%	See "BT Pricing Notes" tab
Polycom	Polycom	DC14	32.0%	32.0%	See "BT Pricing Notes" tab
Polycom	Polycom	Analog Conference Phones	45.0%	45.0%	See "BT Pricing Notes" tab
Polycom	Polycom	DC16	38.0%	38.0%	See "BT Pricing Notes" tab
RCA	RCA	Carts	25.0%	25.0%	See "BT Pricing Notes" tab
REVOLABS	REVOLABS	Mics & Wireless Receivers	15.0%	15.0%	See "BT Pricing Notes" tab
SAMSUNG	SAMSUNG	Displays	10.0%	10.0%	See "BT Pricing Notes" tab
SAMSUNG	SAMSUNG	Blue Ray/ DVD	5.0%	5.0%	See "BT Pricing Notes" tab
SHARP	SHARP	Displays	22.0%	22.0%	See "BT Pricing Notes" tab
SHURE	SHURE	Cables, Mounting Hardware & Mics	15.0%	15.0%	See "BT Pricing Notes" tab
SMART	SMART	Mounting Hardware	5.0%	5.0%	See "BT Pricing Notes" tab
SMART	SMART	Whiteboards	5.0%	5.0%	See "BT Pricing Notes" tab
SONY	SONY	Displays	3.0%	3.0%	See "BT Pricing Notes" tab

SONY	SONY	DVD/VHS Recorders	28.0%	28.0%	See "BT Pricing Notes" tab
Sound Control	Sound Control	Camera Extenders	3.0%	3.0%	See "BT Pricing Notes" tab
Spectrum	Spectrum	Furniture & Accessories	2.0%	2.0%	See "BT Pricing Notes" tab
TECNEC	TECNEC	Products, Cables & Accessories	7.0%	7.0%	See "BT Pricing Notes" tab
Techflex	Techflex	Cable Management	5.0%	5.0%	See "BT Pricing Notes" tab
VFI	VFI	Furniture & Accessories	30.0%	30.0%	See "BT Pricing Notes" tab
Wolfvision	Wolfvision	Document Cameras	10.0%	10.0%	See "BT Pricing Notes" tab
BT	BT	Product Installation Services	5.0%	5.0%	See "BT Pricing Notes" tab
		Conf. Product Maintenance remote	10.0%	10.0%	See "BT Pricing Notes" tab
BT	BT	Conf. Product Maintenance onsite	18.0%	18.0%	See "BT Pricing Notes" tab
BT	BT	Custom AV integration Custom Quote	Custom	Custom	See "BT Pricing Notes" tab
BT	BT	Custom Telepresence integration Custom Quote	Custom	Custom	See "BT Pricing Notes" tab
BT	BT	Product Training (at customer premise) 10.0%	10.0%	10.0%	See "BT Pricing Notes" tab
BT	BT	Product Training (at Manufacturer facility) 10.0%	10.0%	10.0%	See "BT Pricing Notes" tab
BT	BT	Product Rental Custom Quote	Custom	Custom	See "BT Pricing Notes" tab
BT	BT	Time & Material Help Desk Support	\$125/hr. (1 hr. minimum)	\$125/hr. (1 hr. minimum)	See "BT Pricing Notes" tab
BT	BT	Time & Material Onsite Support	\$145 (4 hour minimum plus expenses)	\$145 (4 hour minimum plus expenses)	See "BT Pricing Notes" tab
BT	BT	Misc. cables/connectors Support	10.0%	10.0%	See "BT Pricing Notes" tab
BT	BT	Misc. Hardware Support	10.0%	10.0%	See "BT Pricing Notes" tab
BT	BT	Audio Conferencing	10.0%	10.0%	See "BT Pricing Notes" tab
BT	BT	Video Bridging - MeetMe Video PPM	10.0%	10.0%	See "BT Pricing Notes" tab
BT	BT	Video Production services	10.0%	10.0%	See "BT Pricing Notes" tab
BT	BT	Video Streaming-Onstream	10.0%	10.0%	See "BT Pricing Notes" tab

**RFP 2016-04-R
AUDIO VISUAL PRODUCTS and MRO Services**

Supplier Name:	BT				
Submitted By:	Katherine Vito	email:	katherine.vito@bt.com	phone:	+1 410.360.5150

Provide the required data in the highlighted cells

Note: All net costs to either the Commonwealth or Academic area are to be FOB Destination, inclusive of eVA and IFA fees.

ITEM #	Product	Minimum Requirements	Index Price		Contract Price	Brand	Model	Public Website URL
			List Cost	Discount Percentage				
1	Data Projector	LCD WUXGA (1920x1200) 5000 Lumens Inputs: DVI-I HDMI RJ-45 Ethernet Component Video Input Audio in Audio out x 2 USB RS-232 (Serial) Remote control	3,952.33	10.00%	3,557.10	Panasonic	PT-EZ580U	www.panasonic.com
2	Projector Screen	Viewing area: 60" x 80" Diagonal measure: 100" Surface: Matte White Design: Pneumatic scissor mechanism for raising and lowering the screen surface; lifts up and out of its sleek aluminum case and is ready to use in seconds	925.00	36.00%	592	Draper	116015	www.draper.com
3	USB Microphone	Side-address studio condenser with USB digital output (Windows and Mac compatible) Bit Depth: 16 bit Sample Rate: 44.1 kHz Includes tripod desk stand, pivoting stand mount, USB cable & storage pouch	269.00	40.00%	161.4	Audio-technica	AT-2020USBP	www.audiotechnica.com
4	Digital Audio Recorder (i.e. Marantz PMD661 or equal)	2 channel stereo, 1 channel mono Inputs: Mic x 2: XLR w/48v phantom power x 2; stereo line; S/PDIF/digital; remote Outputs: speakers x 2; headphone; stereo; USB SD/SDHC recording medium; MP3 and WAV recording formats Battery operation; AC adaptor included	599.00	15.00%	509.15	Marantz	PMD661 MKII	www.marantzpro.com
5	Electronic White Board (i.e. Panasonic Panaboard UB-5835 or equal)	63.5" x 33.5" Active Area floor stand - sold separately USB interface plain paper printer	1,436.95	12.00%	1,264.52	Panasonic	UB-5835	www.panasonic.com
			259.00	24.00%	196.84	Panasonic	UE-608035	www.panasonic.com

	markers, eraser						
6	Plasma HD Flat Panel Display (i.e, LG 47LS35A-5B or equal)	Commercial grade Screen size: 47" class HD mode: 1080P Resolution: 1920 x 1080 Contrast Ratio: 500000:1 Built-in speakers	1,750.00	22.00%	1,365.00	Sharp	PN-Y475 www.sharp-world.com
7	Digital SLR Camera	18-55mm f/3.5-5.6 lens Sensor: 15.1Mp CMOS Sensor Sensitivity: 100 - 3200 base (expand to 6400 and 12800) View screen: 3" LCD with live view Still formats: RAW, JPEG Video formats: 1080P, 780P HD video capture, VGA Video Format: QuickTime Battery pack and charger	896.95	15.00%	762.4	B&H-Nikon	1522 www.bhphotovideo.com
8	Conference Phone (analog)	Secure Conferencing 150-foot Signal Range 8-hours of Talk Time High Quality Audio Loudspeaker Enhancement Full Duplex	819.00	45.00%	450.45	Polycom	2200-07880-160 www.polycom.com
9	DVD Player (i.e. LG BPM53 or equal)	Multi-format playback HDMI DVI Composite video Component video Formats supported: 3GP AVCHD BD CD-DA DAT DVD FLV MP4 VOB WMV Remote included Energy Star qualified	119.00	28.00%	85.68	Sony	BDP-S3500 www.sony.com
10	25 in. Wide Floor Lectern	48" height Wood construction with veneer finish High intensity reading light LED digital clock/timer with countdown capability Storage shelf Heavy duty casters for moving	2,508.00	35.00%	1,630.20	Da-Lite	74599 www.da-lite.com
11	Annual Maintenance for Item #1	on-site, 12 months					See Note in "BT Pricing Notes" tab
12	Annual Maintenance for Item #4	on-site, 12 months					See Note in "BT Pricing Notes" tab
13	Annual Maintenance for Item #6	on-site, 12 months	699.00	18.00%	573.18		SVC-OM-1Y-46-54IN-DISPLAY

**EXHIBIT D STATEMENT OF WORK (SOW) TEMPLATE
BETWEEN (NAME OF AUTHORIZED USER) AND BT Conferencing Video, Inc.**

ISSUED UNDER

**CONTRACT NUMBER VA-160519-BTC
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
BT Conferencing Video, Inc.**

Exhibit D, between (Name of Agency/Institution) and BT Conferencing Video, Inc. ("Supplier") is hereby incorporated into and made an integral part of Contract Number VA-160519-BTC ("Contract") between the Virginia Information Technologies Agency ("VITA") on behalf of the Commonwealth of Virginia and Supplier.

In the event of any discrepancy between this Exhibit D and the Contract, the provisions of the Contract shall control.

(Note to Template Users: Any Service, Licensed Services, Solution or Software provided under this SOW must comply with all COVA Security and Enterprise Architecture ITRM policies, standards and guidelines located at: <http://www.vita.virginia.gov/library/default.aspx?id=537> and all COVA Enterprise Architecture Data Standards and requirements located at: <http://www.vita.virginia.gov/oversight/default.aspx?id=10344>.

If Authorized User is a State Agency and determines any area of non-compliance with the ITRM PSGs at the above links in the Service, Licensed Services, Solution or Software to be provided by Supplier under this SOW, such Authorized User's Project Manager must obtain written waiver from VITA in accordance with the waiver process prior to placing any related order or authorizing Supplier to commence any work. Agency should collaborate with their designated Customer Account Manager to obtain such waiver.)

*[Note to Template Users: Instructions for using this template to draft a Statement of Work are in gray highlight and **italics**. These instructions should be deleted after the appropriate text has been added to the Statement of Work. Contractual language is **not italicized** and should remain in the document. Text that is highlighted in **blue** is variable based on the nature of the project.]*

STATEMENT OF WORK

This Statement of Work (SOW) is issued by the **(Name of Agency/Institution)**, hereinafter referred to as "Authorized User" under the provisions of the Contract,. The objective of the project described in this SOW is for the Supplier to provide the Authorized User with **a Solution ("Solution") or Services ("Services") or Software ("Software") or Hardware and Maintenance or Licensed Application Services** for **Authorized User Project Name**. *(Customize the last sentence to state what you are getting from the Supplier, based on the VITA Contract language, and with your project name.)*

1. PERIOD OF PERFORMANCE

The work authorized in this SOW will occur within **XX (XX) months** of execution of this Statement of Work. This includes **delivery, installation, implementation, integration, testing and acceptance all of products and services** necessary to implement the Authorized User's **Solution, training, and any support, other than on-going maintenance services**. The period of performance for **maintenance services shall be one (1) year after implementation or end of Warranty Period and may be extended for additional one (1) year periods**, pursuant to and unless otherwise specified in the Contract. *(Customize this section to match what you are getting from the Supplier, based on the allowable scope of the VITA Contract and your project's specific needs within that allowable scope.)*

2. PLACE OF PERFORMANCE

(Assign performance locations to major milestones or any other project granularity, depending on your transparency and governance needs, if needed.)

Tasks associated with this project will be performed at **the Authorized User's location(s) in City/State, at Supplier's location(s) in City/State**, or other locations as required by the effort.

3. PROJECT DEFINITIONS

Provide project unique definitions so that all stakeholders have the same understanding. Ensure these do not conflict with the Contract definition.)

All definitions of the Contract shall apply to and take precedence over this SOW. Authorized User's specific project definitions are listed below:

4. PROJECT SCOPE

(Provide a description of the scope of your project and carve out what is NOT in the scope of your project. Remember that it must fit within the VITA Contract scope.)

A. General Description of the Project Scope

B. Project Boundaries

5. AUTHORIZED USER'S SPECIFIC REQUIREMENTS

(Provide information about your project's and your agency's specific requirements for this particular project including, but not limited to the following subsections):

A. Authorized User-Specific Requirements

B. Special Considerations for Implementing Technology at Authorized User's Location(s)

C. Other Project Characteristics to Insure Success

6. CURRENT SITUATION

(Provide enough background information to clearly state the current situation to Supplier so that Supplier cannot come back during performance claiming any unknowns or surprises. Some example subsections are provided below. You may collapse/expand as you feel is necessary to provide adequate information and detail.)

A. Background of Authorized User's Business Situation

B. Current Architecture and Operating System

C. Current Work Flow/Business Flow and Processes

D. Current Legacy Systems

E. Current System Dependencies

F. Current Infrastructure (Limitations, Restrictions)

G. Usage/Audience Information

7. PRODUCTS AND SERVICES TO SUPPORT THE PROJECT REQUIREMENTS **(AND/OR SOLUTION)**

A. Required Products **(or Solution Components)**

(List the products, or if your project is for a Solution, the Solution components, (hardware, software, etc.) provided by Supplier that will be used to support your project requirements. Identify any special configuration requirements, and describe the system infrastructure to be provided by the Authorized User. Provide an overview that reflects how the system will be deployed within the Authorized User's environment. You are urged to refer to the VITA Contract for allowable scope and other guidance in drafting language for this section.)

B. Required Services

(List the services (e.g., requirements development, Solution design, configuration, interface design, data conversion, installation, implementation, testing, training, risk assessment, performance assessment, support and maintenance) that will be provided by Supplier in the performance of your project. You are urged to refer to the VITA Contract for the definition of Services and for the allowable scope in drafting language for this section. You will notice subsections "C" and "D" below offer areas for expanded detail on training, support and maintenance services. You may add other subsections in which you wish to expand the information/details/requirements for other service areas as well. It is likely some of this detail will be a combination of your known needs and the Supplier's proposal. In all cases the provisions should include all negotiated commitments by both parties, even if you reference by incorporation the Supplier's proposal in any subsection.)

C. Training Requirements and/or Authorized User Self-Sufficiency/Knowledge Transfer

(Provide an overview and details of training services to be provided for your project and any special requirements for specific knowledge transfer to support successful implementation of the Solution. If the intent is for the Authorized User to become self-sufficient in operating or maintaining the Solution, determine the type of training necessary, and develop a training plan, for such user self-sufficiency. Describe how the Supplier will complete knowledge transfer in the event this Statement of Work is not completed due to actions of Supplier or the non-appropriation of funds for completion affecting the Authorized User. You may refer to the VITA Contract for guidance on the allowable scope for this.

D. Support and Maintenance Requirements

(Document the level of support, as available under the Contract, required by your project to operate and maintain the Solution. This may include conversion support, legacy system integration, transition assistance, Solution maintenance (including maintenance level), or other specialized consulting to facilitate delivery or use of the Solution.

E. Personnel Requirements

(Provide any supplier personnel qualifications, requirements, licenses, certifications or restrictions including project manager, key personnel, subcontractors, etc., but ensure they do not conflict with the VITA Contract terms.)

F. Transition Phase-In/Phase-Out Requirements

(Describe any specific requirements for orientation or phasing in and/or phasing out of the project with the Supplier. Be specific on what the project needs and expected results are, the duration and other pertinent detail, but ensure they do not conflict with the VITA Contract provision(s) regarding Transition of Services or with any other training requirements in the SOW.)

8. TOTAL PROJECT PRICE

The total Fixed Price for this Project shall not exceed \$US XXX.

Supplier's invoices shall show retainage of ten percent (10%). Following completion of Solution implementation, Supplier shall submit a final invoice to the Authorized User, for the final milestone payment amount shown in the table in section 9 below, plus the total amount retained by the Authorized User. If travel expenses are not included in the fixed price of the Solution, such expenses shall be reimbursed in accordance with Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov>). In order to be reimbursed for travel expenses, Supplier must submit an estimate of such expenses to Authorized User for approval prior to incurring such expenses.

(Sections 9 through 11 should be used or deleted depending on the project's complexity, risk and need for governance. For a simple project you may only need the section 10 table, but for a more complex project, or a major IT project, you may need a combination of or all of the tables for check and balance and redundancy.)

9. PROJECT DELIVERABLES

(Provide a list of Supplier’s deliverable expectations. The table is to be customized for the Authorized User’s project. You may want to categorize deliverables for each phase or major milestone of the project and then categorize other interim deliverables and/or performance and status reports under one of them or under an Administrative or Project Management section.)

The following deliverables are to be provided by Supplier under this SOW. Subsequent sections may include further detail on the content requirements for some deliverables.

No.	Title	Due Date	Format Required (i.e., electronic/hard copy/CD/DVD)	Distribution Recipients	Review Complete Due Date	Final Due Date
	Project Plan					
	Design Plan					
	Implementation Plan					
	Data Conversion Plan					
	Risk Assessment Plan					
	Test Plan					
	Training Plan					
	Performance Plan					
	Contingency Plan					
	Disaster Recovery Plan					
	Cutover Plan					
	Change Management Plan					
	Transition Plan					
	Monthly Status Reports					
	Quarterly Performance /SLA Reports					
	Training Manual					
	Final Solution Submission Letter					
	Final Acceptance Letter					

10. MILESTONES, DELIVERABLES, PAYMENT SCHEDULE, AND HOLDBACKS

(This table should include the project’s milestone events, associated deliverables, when due, milestone payments, any retainage amount to be held until final acceptance and the net payment you promise to pay for each completed and accepted milestone event. This table includes sample data only and must be customized for your project needs.)

The following table identifies milestone events and deliverables, the associated schedule, any associated payments, any retainage amounts, and net payments.

Milestone Event	Associated Milestone	Schedule	Payment	Retainage	Net Payment
-----------------	----------------------	----------	---------	-----------	-------------

	Deliverable(s)				
Project kick-off meeting	---	Execution + 5 days	---	---	---
Site survey	Site survey report	Execution + 10 days	---	---	---
Requirements Analysis & Development	Design Plan	Execution+45 days	\$30,000	\$15,000	\$15,000
	Project Plan	Execution+45 days			
	Implementation Plan	Execution + 45 days			
Begin Implementation		Execution + 60 days			
Data Conversion & Mapping		Execution + 90 days	\$10,000	\$3,000	\$7,000
Installation of software	---	Execution + 90 days	\$10,000	\$1,000	\$9,000
Installation of hardware	---	Execution + 90 days	\$10,000	\$1,000	\$9,000
Configuration and testing	---	Execution + 120 days	---	---	---
Training	Training manual	Execution + 130 days	\$10,000	\$1,000	\$9,000
30-Day User Acceptance Testing	---	Execution + 160 days	\$20,000	\$2,000	\$18,000
Implementation complete	Solution	Execution + 160 days	\$10,000	--	\$10,000
Final Acceptance		Execution + 210 days	--	--	\$23,000

11. EVENTS AND TASKS FOR EACH MILESTONE

(If needed, provide a table of detailed project events and tasks to be accomplished to deliver the required milestones and deliverables for the complete Solution. Reference each with the relevant milestone. A Work Breakdown Structure can be used as shown in the table below or at the very least a Project Plan should have this granularity. The Supplier’s proposal should be tailored to the level of detail desired by the Authorized User’s business owner/project manager for project governance.)

The following table identifies project milestone events and deliverables in a Work Breakdown Structure format.

WBS No.	Milestone	Milestone Event	Milestone Task	Interim Task Deliverables	Duration
1.0	Site survey				
1.1		Conduct interviews			
1.1.1			Schedule interviews	None	20 days after contract start
1.1.2			Complete interviews	Interview Results Report	25 days after contract start
1.2		Receive AU information			

12. ACCEPTANCE CRITERIA

(This section should reflect the mutually agreed upon UAT and Acceptance Criteria specific to this engagement. Please read the VITA contract definitions for the definitions or Requirements and Acceptance. Ensure the language in this section does not conflict with the VITA Contract language.)

Acceptance Criteria for this Solution will be based on a User Acceptance Test (UAT) designed by Supplier and accepted by the Authorized User. The UAT will ensure that all of the requirements and functionality required for the Solution have been successfully delivered. Supplier will provide the Authorized User with a detailed test plan and acceptance check list based on the mutually agreed upon UAT Plan. This UAT Plan check-list is incorporated into this SOW in Exhibit **B-X**.

Each deliverable created under this Statement of Work will be delivered to the Authorized User with a Deliverable Acceptance Receipt. This receipt will describe the deliverable and provide the Authorized User's Project Manager with space to indicate if the deliverable is accepted, rejected, or conditionally accepted. Conditionally Accepted deliverables will contain a list of deficiencies that need to be corrected in order for the deliverable to be accepted by the Project Manager. The Project Manager will have **ten (10)** days from receipt of the deliverable to provide Supplier with the signed Acceptance Receipt unless an alternative schedule is mutually agreed to between Supplier and the Authorized User in advance.

13. PROJECT ASSUMPTIONS AND PROJECT ROLES AND RESPONSIBILITIES

(This section contains areas to address project assumptions by both the Supplier and the Authorized User and to assign project-specific roles and responsibilities between the parties. Make sure that all assumptions are included to alleviate surprises during the project. Ensure that all primary and secondary (as needed) roles and responsibilities are included. You will tailor the Responsibility Matrix table below to fit your project's needs.)

A. Project Assumptions

The following assumptions are specific to this project:

B. Project Roles and Responsibilities

The following roles and responsibilities have been defined for this project:

(Sample Responsibility Matrix)

Responsibility Matrix	Supplier	Authorized User
Infrastructure – Preparing the system infrastructure that meets the recommended configuration defined in Section 2B herein		√
Server Hardware		√
Server Operating		√
Server Network Connectivity		√
Relational Database Management Software (Installation and Implementation)		√
Server Modules – Installation and Implementation	√	
PC Workstations – Hardware, Operating System, Network Connectivity		√
PC Workstations – Client Software		√
Application Installation on PC Workstations	√	
Wireless Network Access Points	√	
Cabling, Electric and User Network Connectivity from Access Points		√
Wireless Mobile Computing Products – Scanners, printers	√	
Project Planning and Management	√	√

Requirements Analysis	√	√
Application Design and Implementation	√	
Product Installation, Implementation and Testing	√	
Conversion Support	√	
Conversion Support -- Subject Matter Expertise		√
Documentation	√	
Training	√	
Product Maintenance and Support	√	
Problem Tracking	√	√
Troubleshooting – IT Infrastructure		√
Troubleshooting – Solution	√	

14. COMMONWEALTH AND SUPPLIER-FURNISHED MATERIALS, EQUIPMENT, FACILITIES AND PROPERTY

(In this section, provide details of any materials, equipment, facilities and property to be provided by your Agency or the Supplier in performance of this project. If none, so state so that the requirements are clear. If delivery of any of these is critical to the schedule, you may want to identify such delivery with hard due dates tied to “business days after project start” or “days after event/milestone.” Be sure to specify the delivery and point of contact information.)

A. PROVIDED BY THE COMMONWEALTH

B. PROVIDED BY THE SUPPLIER

15. SECURITY REQUIREMENTS

(Provide (or reference as an Attachment) Authorized User’s security requirements.)

For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier’s employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier’s employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of the Contract.

Supplier shall comply with all requirements in the Security Compliance section of the Contract

16. REQUIRED STANDARDS, CERTIFICATIONS AND SPECIFICATIONS

In addition to any standards and specifications included in the Contract, Supplier shall follow the standards and specifications listed below during performance of this effort.

(List any specific Commonwealth, VITA, Federal, engineering, trade/industry or professional standards, certifications and specifications that Supplier is required to follow or possess in performing this work. The first bullet includes a link to COVA-required standards for all Commonwealth technology projects. The rest are examples only and highlighted to reflect this. If you need a waiver of any COVA-required standard, please follow the process located at this link:

<http://www.vita.virginia.gov/oversight/default.aspx?id=10344> and select the Data Standards Guidance bulleted link. Your Customer Account Manager can assist you.

- COV ITRM Policies and Standards: <http://www.vita.virginia.gov/library/default.aspx?id=537>
- IEEE 802®

- HIPAA
- SAS 70 Type II

17. U.S. ENVIRONMENTAL PROTECTION AGENCY'S AND DEPARTMENT OF ENERGY'S ENERGY STAR GUIDELINES RISK MANAGEMENT

(Risk is a function of the probability of an event occurring and the impact of the negative effects if it does occur. Negative effects include schedule delay, increased costs, failure of dependent legacy system interoperability, other project dependencies that don't align with this project's schedule, and poor quality of deliverables. Depending on the level of risk of this project, as assessed by your Project Manager and/or Steering Committee, this section may contain any or all of the following components, at a level of detail commensurate with the level of risk. Remember to add them to the Deliverables table.)

C. Initial Risk Assessment

Authorized User and Supplier shall each provide an initial assessment from their point of view.

D. Risk Management Strategy

(The list below is taken from VITA PMD template discussing what should go into a Risk Management Strategy. Don't forget to consider and plan for any budget contingencies to accommodate potential risks that are identified.)

1. **Risk Identification Process:** The processes for risk identification.
2. **Risk Evaluation and Prioritization:** How risks are evaluated and prioritized.
3. **Risk Mitigation Options:** Describe the risk mitigation options. They must be realistic and available to the project team.
4. **Risk Plan Maintenance:** Describe how the risk plan is maintained during the project lifecycle.
5. **Risk Management Responsibilities:** Identify all project team members with specific risk management responsibilities. (e.g., an individual responsible for updating the plan or an individual assigned as a manager).

E. Risk Management Plan

(Include a description of frequency and form of reviews, project team responsibilities, steering and oversight committee responsibilities and documentation. Be sure to add all deliverables associated with risk strategizing and planning to the list of Deliverables.)

18. DISASTER RECOVERY

Planning for disaster recovery for your project is paramount to ensure continuity of service. The criticalness and complexity of your project, including its workflow into other dependent systems of the Commonwealth or federal systems, will help you determine if you require a simple contingency plan or a full-blow contingency plan that follows the Commonwealth's ITRM Guideline SEC508-00 found at this link:

http://www.vita.virginia.gov/uploadedFiles/Library/ContingencyPlanningGuideline04_18_2007.pdf

It is advisable that you visit the link before making your decision on how you need to address contingency planning and related deliverables in this SOW; as well as, how this will impact your planned budget. A likely deliverable for this section would be a Continuity of Operations Plan. You may choose to include the above link in your final SOW to describe what the Plan will entail. The same link includes the following processes, which you may choose to list in your final requirements for this section, to be performed by your team, the Supplier or both and/or a steering committee if your project warrants such oversight and approval:

- *Development of the IT components of the Continuity of Operations Plan (COOP)*
- *Development and exercise of the IT Disaster Recovery Plan (IT DRP) within the COOP*

- *Development and exercise of the IT System Backup and Restoration Plan*

19. PERFORMANCE BOND

(If your project is sizeable, complex and/or critical, and the VITA Contract does not already provide for a performance bond, you may want the Supplier to provide one. The VITA Contract may include an Errors and Omissions insurance requirement, which would cover the Supplier's liability for any breach of the Contract or this SOW. Be sure to read the Contract for this information. However, if you feel that this project warrants further performance incentive due to the project or the Supplier's viability, you may include the following language in this section.)

The Supplier shall post performance bond in an amount equal to one hundred percent (100%) of the total contract value and provide a copy of the bond to Authorized user within (10) days of execution of this SOW Agreement. In the event that the Supplier or any subcontractor or any officer, director, employee or agent of the Supplier or any subcontractor or any parent or subsidiary corporation of the Supplier or any subcontractor fails to fully and faithfully perform each material requirement of this SOW Agreement, including without limitation the Supplier's obligation to indemnify the Authorized User, the performance bond shall be forfeited to Authorized User. The bond shall be in a form customarily used in the technology industry and shall be written by a surety authorized to do business in Virginia and that is acceptable to Authorized User.

20. OTHER TECHNICAL/FUNCTIONAL REQUIREMENTS

(Provide any other unique project technical and functional requirements and expectations in sufficient detail in this section. Ensure they do not conflict with existing requirements in the VITA Contract. Several examples are listed.)

A. Service Level Requirements

B. Mean-Time-Between-Failure Requirements

C. Data Access/Retrieval Requirements

D. Additional Warranties

21. REPORTING

(The following are examples of reporting requirements which may be included in your SOW depending on the project's need for governance. In an effort to help VITA monitor Supplier performance, it is strongly recommended that the SOW include "Supplier Performance Assessments". These assessments may be performed at the Project Manager's discretion and are not mandated by VITA.)

A. Weekly/Bi-weekly Status Update.

The **weekly/bi-weekly** status report, to be submitted by Supplier to the Authorized User, should include: accomplishments to date as compared to the project plan; any changes in tasks, resources or schedule with new target dates, if necessary; all open issues or questions regarding the project; action plan for addressing open issues or questions and potential impacts on the project; risk management reporting.

B. Supplier Performance Self-Assessment.

Within thirty (30) days of execution of the project start, the Supplier and the Authorized User will agree on Supplier performance self-assessment criteria. Supplier shall prepare a monthly self-assessment to report on such criteria. Supplier shall submit its self-assessment to the Authorized User who will have five (5) days to respond to Supplier with any comments. If the Authorized User agrees with Supplier's self-assessment, such Authorized User will sign the self-assessment and submit a copy to the VITA Supplier Relationship Manager.

C. Performance Auditing

(If you have included service level requirements in the above section entitled, Other Technical/Functional Requirements, you will want to include a requirement here for your ability to audit the results of the Supplier's fulfillment of all requirements, Likewise, you may want to include

your validation audit of the Supplier's performance reporting under this Reporting section. It is important, however, that you read the VITA contract prior to developing this section's content so that conflicts are avoided. Suggested language is provided below, but must be customized for your project.)

Authorized User (or name of IV&V contractor, if there is one), will audit the results of Supplier's service level obligations and performance requirements on a monthly/quarterly basis, within ten (10) days of receipt of Supplier's self-assessments and service report(s). Any discrepancies will be discussed between the Authorized User and Supplier and any necessary invoice/payment adjustments will be made. If agreement cannot be reached, the Authorized User and Supplier will escalate the matter in accordance with the Escalation provision of the Contract. *(If none, you may add your escalation procedure in this section.)*

D. Supplier Performance Assessments

(You may want to develop assessments of the Supplier's performance and disseminate such assessments to other Authorized Users of the VITA Contract. Prior to dissemination of such assessments, Supplier will have an opportunity to respond to the assessments, and independent verification of the assessment may be utilized in the case of disagreement.)

22. CHANGE MANAGEMENT

(Changes to the baseline SOW must be documented for proper project oversight. Depending on your project, you may need to manage and capture changes to configuration, incidents, deliverables, schedule, price or other factors your team designates as critical. Any price changes must be done in compliance with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: <http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825>. Changes to the scope of this SOW must stay within the boundaries of the scope of the VITA Contract.

For complex and/or major projects, it is recommended that you use the VITA PMD processes and templates located at: <http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567>.

Administrative or non-technical/functional changes (deliverables, schedule, point of contact, reporting, etc.) should extrapolate the affected sections of this SOW in a "from/to" format and be placed in a numbered modification letter referencing this SOW and date, with a new effective date. The VITA Contract may include a template for your use or you may obtain one from the VITA Contract's Point of Contact. It is very important that changes do not conflict with, but do comply with, the VITA Contract, which takes precedence. The following language may be included in this section, but additional language is needed to list any technical/functional change management areas specific to this SOW; i.e., configuration, incident, work flow, or any others of a technical/functional nature.)

All changes to this SOW must comply with the Contract. Price changes must comply with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: <http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825>

All changes to this SOW shall be in written form and fully executed between the Authorized User's and the Supplier's authorized representatives. For administrative changes, the parties agree to use the change template, attached to this SOW. For technical/functional change management requirements, listed below, the parties agree to follow the processes and use the templates provided at this link: <http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567>

23. POINT OF CONTACT

For the duration of this project, the following project managers shall serve as the points of contact for day-to-day communication:

Authorized User: _____

Supplier: _____

By signing below, both parties agree to the terms of this Exhibit.

Supplier:

(Name of Supplier)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

Authorized User:

(Name of Agency/Institution)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Agency Head or Designee

Date: _____

Template

EXHIBIT E to Contract VA-160519-BTC

**Change Order No. XXX for Statement of Work D-X
Between (NAME OF AGENCY/INSTITUTION) and BT Video Conferencing, Inc.**

**Issued Under
CONTRACT NUMBER VA- 160519-BTC
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
BT Video Conferencing, Inc.**

This Change Order No. XXX hereby modifies and is made an integral part of Statement of Work D-X ("SOW"), between NAME OF AGENCY/INSTITUTION ("Authorized User") and BT Video Conferencing, Inc., ("Supplier"), which was issued under Contract Number VA-160519-BTC ("Contract") between the Virginia Information Technologies Agency ("VITA") and Supplier, on behalf of the Commonwealth of Virginia and its Authorized Users.

[Note: Instructions for using this template to draft a Change Order are in gray. These instructions should be deleted after the appropriate text has been added to the Change Order. Contractual language is not in gray and should remain in the document. Text that is highlighted in blue is contractual language that is variable based on the nature of the project and in final form should not be highlighted. Agency/Institution should remove the first two lines of the heading, which pertain to this template as an Exhibit to the VITA Contract and remove the Exhibit reference from the header.]

CHANGE ORDER

This is Change Order No. XXX to a SOW issued by Authorized User to Supplier under which Supplier is to provide the Authorized User with a Authorized User Project Name Solution ("Solution").

The following item(s) is/are hereby modified as follows: *[Note: Include only the sections of the SOW that are being changed. Do not include sections not being modified. Changes should be clearly identified as "From" (copy/paste from current SOW section) and "To" (fully describe the change(s) to the referenced section). Here is an example, using SOW section 1.]*

1. PERIOD OF PERFORMANCE

The following change is made to the Period of Performance:

[The duration of the Period of Performance is increased by four (4) months.]

The following is changed with respect to the Period of Performance:

From: twelve (12) months of execution of this Statement of Work

To: sixteen (16) months of execution of this Statement of Work

This Change Order No. XXX is issued pursuant to and, upon execution, shall become incorporated in the SOW, which is incorporated in the Contract. In the event of conflict, the following order of precedence shall apply:

- i). The Contract, including Exhibit C

- ii). Statement of Work D-X, as amended by this and previous Change Orders, with the more current Change Orders superseding older Change Orders.

The foregoing is the complete and final expression of the agreement between the parties to modify the SOW and cannot be modified, except by a writing signed by duly authorized representatives of both parties hereto.

ALL OTHER TERMS AND CONDITIONS OF THE REFERENCED SOW REMAIN UNCHANGED.

By signing below, the authorized parties agree to the terms of this Change Order No. XXX, effective (INSERT EFFECTIVE DATE).

Supplier

By: _____

(Signature)

Name: _____

(Print)

Title: _____

Date: _____

Authorized User

By: _____

(Signature)

Name: _____

(Print)

Title: _____

Agency Head or Designee

Date: _____

EXHIBIT G: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: *Hal Bretan*
Hal Bretan (May 18, 2016)

Printed Name: Hal Bretan

Organization: BT Conferencing Video Inc.

Date: May 18, 2016

Page 1 of 1

Hal Bretan
E-signed 2016-05-18 11:42AM EDT
hal.bretan@bt.com
Head of Legal



Signature: Hal Bretan
Hal Bretan (May 18, 2016)

Email: hal.bretan@bt.com

Title: Head of Legal

Hal Bretan

E-signed 2016-05-18 11:42AM EDT

hal.bretan@bt.com

Head of Legal

