

BT ONE VOICE (DIRECT VOICE)

(Doc 3.1 July 2013)



Incorporating Products & Services Agreement and BT One Voice (Direct Voice) Service Schedule

These BT One Voice (Ireland- Direct Voice) Terms and Conditions incorporates the Products & Services Agreement and the BT One Voice (Direct Voice) Service Schedule between BT

Communications Ireland Limited, and the Customer. In the event of conflict between the General Terms and Conditions and the Voice Service Schedule, the order of priority shall be as stated in the PSA.

The Products & Services Agreement (“PSA”) does not apply to those customers who are entering into this Agreement for the purpose of securing Direct Access Line(s) in conjunction with a Contact Centre/ OneVoice (Global) Service from BT in which case the following specific terms and conditions apply (in addition, and without prejudice, to those terms and conditions entered into for the Contact Centre/OneVoice (Global)Service):- Where Customer chooses to avail of the Service via Direct Access Lines provided by BT these shall be at a capacity agreed between BT and Customer. Customer shall not nor permit any other person to (i) attach anything directly or indirectly to a DAL or an Access Line; (ii) place anything in electrical connection with a DAL or an Access Line; or (iii) use anything in such a way that it is capable of transmitting or receiving any message, signal or communication to or from either a DAL and/or an Access Line. "Direct Access Line or DAL" means a line obtained by Customer from BT connecting Customer Equipment to an Access Port. "Access Port" means a physical and logical termination point of access to the Network.

PRODUCTS & SERVICES AGREEMENT

This **Products & Services Agreement (“PSA”)** consists of the General Terms and Conditions and the Voice Service Schedule set forth below.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

“Access Line” means a line obtained by Customer from a PTSP connecting Customer Equipment to an Access Port.

“Access Port” means a physical and logical termination point of access to the Network.

“Access Provider” means the person that provides Customer with a physical telephone line and (if applicable) associated telephone number.

“Affiliate“ of a Party means any entity which controls, is controlled by, or is under common control with such Party.

“BT” means BT Communications Ireland Limited of Grand Canal Plaza, Upper Grand Canal Street, Dublin 4.

“BT Annual Voice Spend” means the amount set out in the Cost Analysis document provided to the Customer being the estimated amount of Voice call charges to the Customer for a twelve month period;

“BT Equipment” means equipment placed on Site by BT for the provision of the Service.

“Business Day” means a day (other than a Saturday or Sunday) on which dealing banks are generally open for business in Ireland.

“Business Hours” means the local working hours in a Business Day.

BT ONE VOICE (DIRECT VOICE)

(Doc 3.1 July 2013)



“Charges” means the fees payable for Services as specified in the Tariff Plan and the Order Form, and termination where applicable.

“ComReg” means the Commission for telecommunications regulation, the national regulatory authority for the telecommunications market in Ireland.

“Confidential Information” means all documentation, technical information, Software, business information or other materials designated as confidential by the disclosing Party or that would reasonably be considered to be confidential that are disclosed by either Party to the other during the term of this Order.

“Content” means information made available, displayed or transmitted in connection with the Service (including, without limitation, information made available by means of an HTML “hyperlink”, third party posting or similar means) including all trademarks, service marks and domain names contained in such information, as well as the contents of any bulletin boards or chat forums, and all upgrades, updates, modifications and other versions of any of the foregoing.

“Customer” means the customer entity named on the Order Form. BT may accept instructions from another person or entity who BT reasonably believes is acting with Customer’s authority or knowledge.

“Customer Equipment” means all cabling, apparatus and facilities provided by Customer to enable the Customer to connect to the Network Connection.

“Direct Access Line (“DAL”)” means a line obtained by Customer from BT connecting Customer Equipment to an Access Port.

“Dispute” means a dispute as defined in Section 9.1 of the PSA.

“Emergency” means any crisis necessitating prompt action by BT.

“Local Contracted Business Hours” means the times when maintenance of any Access Line is provided. These shall be Business Hours unless stated otherwise.

“Marks(s)” means a trademark, service mark, trade name, logo or other indicia of origin that serves to identify a Party, its products or services.

“Minimum Term” means the minimum period of service or minimum duration for the Service calculated from the Operational Service Date, as set out on the Order Form. It is sometimes referred to as the Minimum Period of Service;

“Network” means the telecommunications system owned and/or operated by BT.

“Network Connection” means all BT cabling, interface panels, cabinets, systems, apparatus, facilities and any other equipment which may be utilised by BT to provide the Service.

“Operational Service Date” means the date on which the Service or part of the 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.

“Order Form” means the application form for the Service duly completed and signed by both Parties, which, together with these terms and conditions, forms the Agreement between the parties.

“Other Networks” means electronic systems owned or operated by third parties.

“Party” means either BT or Customer; “Parties” means both BT and Customer.

BT ONE VOICE (DIRECT VOICE)

(Doc 3.1 July 2013)



“Percentage Payable due to Committed Call Spend Shortfall” means that percentage of the

“Planned Maintenance” means any work planned in advance to be carried out by BT or on behalf of BT which requires the availability of the Service to be suspended.

“PTSP” means a public telecommunications service provider.

“Recurring Charges” means those Charges which comprise the monthly charges for rentals of circuits or DDI blocks provided to Customer under this Order.

“Service” means the voice telephony service as outlined in this Order.

“Service Management Boundary” means the demarcation point up to which BT will manage the Service.

““Order” means the Order Form and the PSA together.

“Site” means the place at which BT agrees to provide the Service, or access to the Service.

“Tariff Plan” means the BT tariff plan indicated on the Order Form;

“Termination Charges” means the early termination for convenience charges set out in Section 3.21 of these terms and conditions;

“User” means anyone Customer allows to use or access the Service.

“Voice Schedule” means the schedule included in this PSA which sets forth the terms and conditions under which such Service is to be provided to Customer.

2. Provision of the Service

BT agrees to provide Customer with the Service and if applicable, equipment, in accordance with the terms and conditions of this Order.

3. Charges

- 3.1 The Charges for the Service will be calculated in accordance with the terms of this Order and will begin on the Operational Service Date.
- 3.2 The Charges are subject to change by BT upon thirty days prior written notice given by BT to Customer, where Customer shall be notified in writing and/or via national newspaper. The new rate shall then apply on the expiry of the thirty day notice period.
- 3.3 Unless otherwise specified, all charges set out in the Tariff Plan are exclusive of any connection charges. The connection charges are specified on the Order Form.
- 3.4 Charges for the provision of the Service are payable on a monthly basis.
- 3.5 Rental charges for either Access Lines or DALs are payable on a monthly basis in advance.
- 3.6 Charges for installation of access lines or DALs are payable from the Operational Service Date.
- 3.7 Any one-time de-installation charges, which will be equal to the then current rates for installation charges, will be invoiced within two (2) months of de-installation.
- 3.8 For the purpose of calculating a charge payable for any period, each period will begin on the first day of the relevant month; and for any period where Service is provided for less than one month, the Recurring Charges will be pro rata on a daily basis.

BT ONE VOICE (DIRECT VOICE)

(Doc 3.1 July 2013)



- 3.9 Customer must pay all Charges for the Service in accordance with the details on each invoice within thirty (30) days of the date of BT's invoice, without any set-off, counterclaim or deduction (other than as provided in Section 3.12). Where applicable, BT may set-off any amounts it owes to Customer against any amounts owed by Customer to BT under this Order. BT may, in its discretion, add interest charges, from the due date, to any past due amounts at 1.5% per month, compounded daily or the maximum amount allowed by law, whichever is less.
- 3.10 BT will invoice Charges in Euro and Customer will pay all Charges in Euro. Charges are exclusive of all taxes, fees or surcharges, however designated, (including but not limited to regulatory fees or surcharges) ("**Taxes**"), relating to equipment or Services under this Order. Customer will pay all such Taxes (except any tax based on or measured in whole or in part on net income or net profits of BT) including those paid or payable by BT and any related interest and penalties, for goods or services supplied under this PSA, except to the extent a valid exemption certificate is provided by Customer to BT prior to the delivery of Service.
- 3.11 In the event that payment of any amount of the Charges becomes subject to withholding tax, levy or similar payment obligation on sums due to BT under this Order such withholding tax amounts shall be borne and paid for by Customer in addition to the sums due to BT. Customer will provide BT free of charge with the appropriate certificate(s) from the relevant authorities confirming the amount of the withholding taxes, levies or similar payments borne and paid for by Customer in accordance with this Section 3.11.
- 3.12 In the event Customer wishes to dispute an invoice, Customer shall promptly, but in no event later than the payment due date, notify BT in writing of such disputed invoice, together with all information relevant to the Dispute and an explanation of the amount disputed. Customer must pay all undisputed amounts in accordance with Section 3.9. Disputes shall be resolved promptly and the resolved amount, if any, payable within fourteen (14) Business Days after resolution. Interest will accrue from the due date on subsequent payments of amounts withheld or from the date of overpayment for credits on overpayments refunded.
- 3.13 Without prejudice to any other provision of this PSA, if Customer fails to pay any sums due in accordance with the terms of this Order, BT may, at its option on 14 days' written notice to Customer (a) restrict or suspend provision of the applicable Services until any balance due is paid and/or (b) terminate the Service without liability to or right to compensation for Customer and without prejudice to BT's rights to be paid sums due, and recover any equipment owned by BT. If BT is required to take action to recover any past due amounts, Customer will be responsible for the payment of reasonable legal fees and costs incurred by BT in connection with taking such action.
- 3.14 Customer is liable for all calls made via the Service. This applies irrespective of whether Customer knows or consents to such use.
- 3.15 Charges for use of the Service will be calculated in accordance with details recorded by, or on behalf of, BT.
- 3.16 BT reserves the right to charge Customer for (i) work done by BT investigating faults/incidents reported by Customer and BT finds no fault/incident or that the fault/incident is outside the Service Management Boundary or does not exist with BT Equipment; (ii) Service delivery outside of Business Hours; (iii) restoring Service if the Service has been suspended.
- 3.17 BT may, at any time, require Customer to pay a deposit or provide or procure a guarantee as security for payment of future bills.
- 3.18 Customer authorises BT to check its credit status with any credit reference agency or bureau as it deems fit from time to time and to pass credit information about Customer to any credit reference agency or bureau at any time. If Customer is not satisfied with the information about Customer which

BT ONE VOICE (DIRECT VOICE)

(Doc 3.1 July 2013)



BT receives from any credit reference agency or bureau Customer must deal directly with the credit reference agency or bureau.

- 3.19 If, following a credit check, BT is dissatisfied with the credit status of Customer, BT reserves the right to: (a) decline Customer's application for the Service; or (b) where the provision of Service has commenced, suspend the Service to Customer and or terminate this Order immediately without liability to BT.
- 3.20 **BT Annual Voice Spend:** In the event that Customer has failed to achieve the BT Annual Voice Spend on the effective date of termination of the Order (if termination is occurring earlier than the expiry of the Minimum Term and in accordance with Clause 3.21 below) then the BT Annual Voice Spend is used to calculate the Termination Charges in accordance with Clause 3.21 below.
- 3.21 **Termination Charges:** In addition to the provisions of the General Terms and Conditions, if Customer terminates Service other than because BT has increased the Charges payable for the Service (except in accordance with agreed process) or BT terminates for breach before the Minimum Term has expired, then in addition to all outstanding charges for Service rendered, Customer will pay:
- (a) an amount equal to the Recurring Charges and 20% of any remaining BT Annual Voice Spend for any remaining Months of the first 12 Months of the Minimum Term;
 - (b) an amount equal to 20% of the Recurring Charges and 20% of any remaining BT Annual Voice Spend for all other remaining Months of the Minimum Term;
 - (c) any waived Installation Charges where Service is terminated within the first twelve (12) Months of the Minimum Term;
 - (d) any additional charges which BT has to pay a supplier as a result of early termination of the Service; and
 - (e) any remaining charges outstanding with regard to BT Equipment.

4. Confidentiality

- 4.1 BT and Customer shall keep in confidence any Confidential Information obtained during the term of this Order and shall not divulge the same to any person (other than their or their Affiliate's employees, representatives, contractors, and professional advisors who need to know the information) without the consent of the other Party.
- 4.2 This Section 4 shall not apply to information that is: (a) in the public domain other than in breach of this PSA; (b) in the possession of the receiving Party before such divulgence has taken place; (c) obtained from a third party who is free to divulge the same; (d) is independently developed without use of any Confidential Information of the other Party; or (e) is legally required to be disclosed.
- 4.3 The receiving Party must, for a period of three (3) years following the expiration or termination of this Order (except in the case of Software, which shall be for an indefinite period) keep such Confidential Information in confidence and use the Confidential Information only for the purposes of performing this Order.
- 4.4 A violation of this Section 4 might cause irreparable harm to the disclosing Party, for which monetary damages may be inadequate and injunctive relief may be sought for a breach of this Section.
- 4.5 Upon signature of the Order, the Parties are entitled to announce publicly the fact that they have entered into the Order for the provision of the Service. Any other publicity, announcements and/or press releases about or in relation to the Order will require the prior written consent of the other Party which shall not be unreasonably withheld or delayed.



4.6 Subject to the provisions of Section 4.5, neither Party may publish or use any advertising, sales promotions, press releases or other publicity which uses the trademark, service mark, trade name, logo or other indicia of origin of the other Party or its Affiliates in connection with the Order or the Service, without the prior written approval of the other Party which shall not unreasonably be withheld.

5. Intellectual Property

5.1 Neither Party acquires any rights to the other Party's patents, copyrights or other intellectual property under this Order, except as expressly provided otherwise under this Order. Neither Party may use any Marks of the other Party, except as expressly provided otherwise under this Order.

5.2 Ownership of and all intellectual property rights in any BT equipment, software, operating manuals and associated documentation, made available as part of any Service or otherwise generated in connection with this Order, shall remain the property of BT or its licensors. Without prejudice to any open source software licence terms, BT grants Customer a personal, non-transferable and non-exclusive license to use, in object code form, all software and associated written and electronic documentation and data ("**Software**") furnished by BT to enable Customer to use the Service, solely in connection with the Service and solely in accordance with this Order and the applicable written and electronic documentation. The term of any licence granted by BT in this Section 5.2 is coterminous with the term for the Service with which the Software is associated.

5.3 Customer must not, without BT's prior written consent, copy or download the Software and must promptly return all tangible material relating to the Software to BT following termination of a Service or this Order whichever takes place earliest unless required under applicable law and/or regulation and unless the material is required for the provision of a Service which is still being provided to Customer at the time of termination of the Order. Without prejudice to any open source software licence terms, which terms shall apply independent of this licence grant, Customer must not take any steps to modify the Software, or reverse assemble, reverse compile (except as permitted by applicable law) or otherwise derive a source code version of the Software. The Software is and will remain the sole and exclusive property of BT or its supplier.

5.4 BT warrants that it has all rights, authorisations and licences required to provide the Service and Software licences granted to Customer.

6. Intellectual Property Indemnities

6.1 Excluding any open source software, BT will defend, indemnify and hold Customer harmless against all claims and proceedings arising from alleged infringement of any third party's intellectual property rights by reason of BT's provision of the Service. As a condition of this indemnity, Customer must: (a) notify BT promptly in writing of any allegation of infringement; (b) make no admission relating to the infringement; (c) allow BT to conduct all negotiations and proceedings and give BT all reasonable assistance in doing so (BT will pay Customer's reasonable out-of-pocket expenses for such assistance); and (d) allow BT to modify or replace the Service or equipment, or any item provided as part of the Service, so as to avoid the infringement, provided that the modification or replacement does not materially affect the performance of the Service.

6.2 If the Service becomes, or BT believes it is likely to become, the subject of an allegation or claim for infringement of any intellectual property rights as referred to in Section 6.1, BT, at its option and expense, may secure for Customer a right of continued use or modify or replace the Service, as set forth in Section 6.1(d), so that it is no longer infringing. If neither of those remedies is available to BT on reasonable terms, BT may so notify Customer and terminate such infringing Service without penalty to either Party.

6.3 Without prejudice to the provisions of the applicable law, the indemnity and remedies in Sections 6.1 and 6.2 are the exclusive remedies for claims of infringement and do not apply to claims for



infringements related to Customer's or User's Content in connection with the Service, the use of the Service in conjunction with other equipment, software or services not supplied by BT or to infringements occasioned by work done by BT in accordance with directions or specifications given by Customer or designs made by, or on behalf of, Customer, including any part of the Service designed to Customer's specifications. Customer will indemnify and hold BT harmless against all claims, proceedings and expenses arising from such infringements and will immediately cease any activity which gives rise to the alleged infringement. Customer's indemnity obligations shall be subject to conditions equivalent to those applicable to BT's obligations, as set forth in Section 6.1.

6.4 The limitations and exclusions of liability contained in Section 11, do not apply to this Section 6.

7. Force Majeure

7.1 Neither Party shall be liable for failure to perform its obligations caused by or resulting from force majeure, which shall include but not be limited to events that are unpredictable, unforeseeable, irresistible and beyond the Parties' control, such as any extremely severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, acts of terrorism, military hostilities (whether or not war is declared), riot, explosions, strikes or other labor unrest, civil disturbance, sabotage, expropriation by governmental authorities or other act or any event that is outside the reasonable control of the concerned Party. In the event of such a force majeure, the affected Party shall be entitled to a reasonable extension of time for the performance of its obligations under this Order.

7.2 If any of the events detailed in Section 7.1 continue for more than thirty (30) days, either Party may serve notice on the other terminating the affected part of the Service, without liability to the other Party.

8. Use of the Service

8.1 Customer shall use the Service only for its own purposes and shall remain responsible for any access and use of the Service by its Users and for all charges incurred and compliance with all terms and conditions by it and its Users under this Order.

8.2 So far as may be permitted by relevant law or regulation, it is agreed that BT will have no liability and Customer will make no claim in respect of any matter arising from any use of the Service that is contrary to the provisions of this Order and/or BT's specific instructions, such instructions to be given in writing under the notice provisions of Section 13 herein.

8.3 Except as may be otherwise specifically provided under this Order, the obligations and responsibilities of BT under this Order are solely to Customer and not to any third party, including any other User. To the extent permitted by law, Customer will indemnify BT against any liabilities or costs arising from any and all claims by any third party in connection with the use of the Service.

9. Dispute Resolution

9.1 All disputes, controversies, or claims, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, arising out of or relating to this Order and the Service (collectively "**Disputes**"), shall be escalated to senior management levels within both Parties. Both Parties shall have up to thirty (30) days from written notice of one to the other to escalate and resolve a Dispute, after which either Party may initiate mediation or litigation.

9.2 Notwithstanding Section 9.1, each Party may, at any time, (i) initiate proceedings seeking interlocutory relief; or (ii) seek relief from a court of competent jurisdiction in relation to Disputes relating to non-compliance with Sections 4, 5 or 6.

10. Termination of Service and Order

BT ONE VOICE (DIRECT VOICE)

(Doc 3.1 July 2013)



- 10.1 Either Party may terminate the Service (or part thereof) at the end of its Minimum Term, upon ninety (90) days written notice to the other subject to payment by Customer to BT of any outstanding Charges.
- 10.2 Either Party may terminate this Order immediately on notice, if the other is the subject of a bankruptcy Order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or goes into voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation, or a receiver or examiner is appointed over its assets, or if the equivalent of any of those events occurs under the laws of any of the relevant jurisdictions to the other Party.
- 10.3 Either Party may terminate this Order immediately on notice if the other: commits a material breach of this Order which is capable of remedy, and fails to remedy the breach within thirty (30) days of a written notice to do so; or commits a material breach of this Order which cannot be remedied. Termination for breach is without prejudice to any other available right or remedy arising from the breach.
- 10.4 If BT terminates this Order pursuant to Sections 10.2 or 10.3 Customer must pay BT any applicable Termination Charges.
- 10.5 Following termination of this Agreement (i) Customer shall make appropriate arrangements with BT for BT to remove from Site BT Equipment; and (ii) any information which has been furnished to Customer by BT shall be returned to BT, deleted, destroyed or expunged, as appropriate.
- 10.6 In the event that this Order is terminated and any alteration of the Site has taken place in Order to facilitate the provision of the Service, Customer shall be responsible for restoration of the Site.

11. Limitation of Liability

- 11.1 Neither Party excludes or restricts in any way its liability for death or personal injury resulting from its own negligence or the negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation.
- 11.2 Subject to Section 11.1, neither Party shall be liable to the other or to any third party, whether in contract, tort, under statute or otherwise (including in each case negligence) for any of the following types of loss or damage arising under or in relation to this Order or any part of it (including without limitation the Voice Annex or Order Form): (a) any loss of profits, business contracts, anticipated savings, goodwill, or revenue; and/or (b) any loss or corruption or destruction of data; and/or (c) any special, indirect or consequential loss or damage whatsoever; and/or (d) any loss arising from the transmission of viruses, whether or not that Party was advised in advance of the possibility of such loss or damage.
- 11.3 If a Party is in breach of any obligations under the Order to the other Party or if any other liability is arising (including liability for negligence or breach of statutory duty) then, subject to Sections 11.1 and 11.2, such Party's liability to the other Party shall be limited to €1,000,000 for any one event or series of connected events and to €2,000,000 for all events (connected or unconnected) in any period of twelve (12) consecutive months.
- 11.4 BT shall implement reasonable precautions to prevent any unauthorised access by third parties to any part of the telecommunications network used to provide Service to Customer, but BT shall not be liable for any loss or damage sustained by Customer in the event of any unauthorised access in spite of BT's reasonable precautions.
- 11.5 Except as expressly stated in this PSA, all conditions and warranties, whether express or implied, statutory or otherwise, including but not limited to warranties of merchantability and fitness for a particular purpose, are excluded to the extent permitted by law. BT does not authorise anyone, whether a company employee, agent, sub-contractor, or otherwise, to make a warranty of any kind on its behalf and Customer should not rely on any such statement.

BT ONE VOICE (DIRECT VOICE)

(Doc 3.1 July 2013)



- 11.6 This Order does not expressly or implicitly provide anyone other than BT and Customer with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.
- 11.7 If service level commitments are associated with a Service and BT fails to meet any such commitments, Customer shall be eligible for the applicable remedies, which shall be the sole and exclusive remedies available to Customer and which shall be subject to the associated terms and conditions.
- 11.8 BT does not accept liability to Customer for the acts or omissions of other telecommunication operators.
- 11.9 Customer hereby indemnifies and agrees to keep BT indemnified in respect of any costs, damages, losses or other liabilities incurred by BT in respect of any damage or interference caused to the services or equipment of Customer or any third party by BT Equipment on Site.
- 11.10 In the event BT is unable to provide the Service (or part thereof) due to capacity/availability restrictions; site survey results; or changes to applicable law or regulation, BT shall have no liability to Customer for failure to supply the Service and shall be entitled to terminate this ORDER on written notice to Customer.
12. **Compliance with Laws** Both Parties agree to comply with all applicable laws and regulations in any country where Service is provided.
13. **Notices:** Notices given under this Order must be in writing and may be delivered by hand or by courier, or sent by registered post to the office addresses of BT (to the attention of Chief Counsel) and Customer shown on this Order. Notice shall be deemed to have been given on the date when delivered if delivered personally or by confirmed fax or by overnight courier (unless delivered after Business Hours, in which case it shall be deemed given on the next Business Day); or five (5) days after the date of posting.
14. **Assignment and Subcontracting**
 - 14.1 Either Party reserves the right to assign all or part of the Order at any time to any Affiliate which can sufficiently execute the obligations under the Order, subject to providing the other Party a prior written notice of such assignment. Any other assignment requires the prior written agreement of the other Party, which shall not be unreasonably withheld.
 - 14.2 This Order will be binding on, and inure to the benefit of, the Parties and their successors and permitted assigns.
 - 14.3 BT may subcontract the performance of any of its obligations under this Order, but without relieving BT from any of its obligations to Customer. Customer agrees and understands that it may need to interact directly with a subcontractor for Ordering, provisioning or maintaining the subcontracted Service.
 - 14.4 **Service in the United States:** Customer agrees that on signature of this Order, any part of this Order which BT deems relates to provision of the Service in the United States of America is assigned to BT Americas (BTA). Notwithstanding this, any claims or disputes relating to this Order, including any part of the Service assigned under this Section 14.4 must be made against BT.
15. **Governing Law and Jurisdiction** The validity, interpretation and performance of this Order will be governed by the laws of Ireland, excluding the United Nations Convention on Contracts for the International Sale of Goods. The Parties submit to the exclusive jurisdiction of the courts in Ireland.
16. **Entire Agreement** This Order supersedes all prior oral or written understanding between the Parties and constitutes the entire agreement with respect to the subject matter. The terms and conditions of this Order shall not be modified, amended or supplemented except in writing and signed by authorised representatives of all Parties or except as otherwise provided herein.



17. **Order of Precedence** In the event of a conflict, the Order of precedence within the Order shall be first to the Voice Schedule, second to the General Terms and Conditions of this PSA and third to the Order Form. Furthermore, the Order Form may vary or add information relevant to the administrative aspects of Order fulfillment, such as contact names, addresses, and the like, but may not add, delete or vary material contract terms, except with regards to pricing or as provided for in this PSA. Headings and bold type are for convenience only and do not affect the interpretation of this Order.
18. **Inducement** The Parties acknowledge and agree that they have not been induced to enter into this Order by any representation, warranty or other assurance not expressly incorporated into this Order.
19. **No Waiver** Except as otherwise specifically provided in this Order, no failure to exercise, or delay in exercising, any right, power or privilege set forth in this Order will operate as a waiver of any right, power or privilege.
20. **Severance** If any provision of the Order is held to be invalid or unenforceable, it will be severed from the Order, the remaining provisions will remain in full force and effect and the Parties will promptly negotiate a replacement.
21. **Survival of Obligations** The Parties' rights and obligations, which, by their nature would continue beyond the termination, cancellation or expiration of this Order shall survive termination, cancellation or expiration hereof.
22. **Capacity** Each party warrants that it has the necessary rights, licenses and permissions to enter into and perform its obligations under the terms of this Order.

23. Data

23.1 Data

'Customer Data' means any data provided or made available by the Customer to BT under or in accordance with this Agreement. The following terms have the meanings given in the Data Protection Directive (95/46/EC): 'personal data', 'processing', 'data subject', 'data controller' and 'data processor'.

23.2 Customer Data

Notwithstanding any other provision in this Agreement, the Customer agrees that, for BT to provide the Services and/or Products, Customer Data may be: (a) held on a variety of systems, networks and facilities worldwide including systems and databases used by BT help desks, service desks and/or network management centres used for providing the Service and/or the Products and/or used for billing, sales, technical, commercial and/or procurement purposes; (b) located, hosted, managed, accessed or transferred worldwide; and (c) provided or transferred by BT to any Affiliate, subcontractor or supplier worldwide to the extent necessary to allow that Affiliate, subcontractor or supplier to perform its obligations in respect of the Service and/or the Products.

23.3 Customer Personal Data

- (a) The Customer shall notify to BT what personal data, if any, is included in the Customer Data ('Customer Personal Data') and the Customer will provide BT with reasonable written instructions in accordance with clause 13 as to the manner and purpose of the processing by BT to the extent strictly required for the provision of the Services. Any such instructions shall require an amendment in accordance with this Agreement.
- (b) The Customer will be the data controller and BT will be the data processor in relation to any processing of Customer Personal Data.



- (c) Each Party shall comply with any data protection laws applicable to it in its processing of Customer Personal Data under or by virtue of this Agreement.
- (d) BT will only process Customer Personal Data to the extent necessary to provide the Services and/or Products in accordance with this Agreement and will: (i) implement and maintain measures, in accordance with its security policies as amended from time to time, to protect Customer Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access; and (ii) transfer Customer Personal Data outside of the EEA, including to Affiliates, subcontractors or suppliers where required to provide the Services.
- (e) The Customer shall provide sufficient notice and obtain sufficient consent and authorisation, under any applicable laws, from any relevant data subject to permit the processing of any Customer Personal Data by BT, its respective Affiliates, subcontractors or suppliers as provided for in this Agreement.
- (f) The Customer agrees that BT, to the extent permitted by law, will not be liable for any complaint, claim or action brought by a data subject arising from any action or omission by BT to the extent that such action or omission: (i) resulted from any failure by the Customer to comply with this Clause 23.3; or resulted from BT complying with any instructions of Customer or acting on behalf of the Customer in accordance with those instructions, and the Customer shall indemnify, hold harmless and defend BT from and against any such claims or actions brought against BT.

24. **Legal and Regulatory Compliance - S.I. NO. 337 of 2011 (European Communities (Electronic Communications Networks and Services) (Universal Service and Users' Rights) Regulations 2011 (Ireland):** (i) Customer is able to use all Voice Services provided to access the national emergency call answering services by dialling 999 or 112. However for some Voice Services Customer acknowledges that the ability to make 999 or 112 emergency calls cannot be guaranteed. If Customer uses the Service to make emergency calls, the location information received by the emergency services may be limited to the installation address of the primary telephone line, which may not be the location from which the call originate and hence the Voice Service may not be capable of correctly identifying the caller's location to the emergency service. Emergency calls may fail if there is a power failure or broadband connection failure. Wherever possible alternative arrangements should be made and a primary telephone line maintained. Customer agrees that it is responsible for ensuring that it puts appropriate measures in place to enable Users to call emergency services. In respect of all other Services, Customer is not able to use the Service to access the national emergency call answering services. (ii) For any Voice Services provided Customer shall have the right without charge, to have an entry in a directory of subscribers and a directory enquiry service and to have their information made available to providers of directory enquiry services and/or directories. Customer has an option as to whether or not to include the personal data in directories. Customer must inform BT if they do not wish their data to be included in directories. Customer also has the right to register its telephone number as directory listed or ex-directory with the National Directory Database. Customer has a right to consent or not to consent to receipt of unsolicited calls for the purposes of direct marketing. Customer should inform BT of its preference(s) outlined above so that this information is recorded on the National Directory Database.

VOICE SERVICE SCHEDULE

1. Provision of Service

- 1.1 The Service shall have a Minimum Term calculated from the Operational Service Date as notified by BT. If the Minimum Term is not specified on the Order Form, it shall be 12 months. Following expiration of the Minimum Term, the Service shall continue in full force and effect unless or until terminated by either Party in accordance with the General Terms and Conditions of the PSA. Unless otherwise agreed by the Parties in writing, such continuation shall be subject to the conditions and the Charges current at the expiry of the Minimum Term.

BT ONE VOICE (DIRECT VOICE)

(Doc 3.1 July 2013)



- 1.2 If BT detects or Customer reports an Incident, BT will do the following:- (i) Network Incidents - BT will respond to reported incidents without undue delay; (ii) Access Incidents - If BT uses a third party supplier to provide access under this Order, BT will work with the relevant supplier to restore service as soon as practicable during Local Contracted Business Hours.
- 1.3 BT is not responsible for rectifying any incidents (i) in any Customer, host or LAN application; (ii) in any cable, connector or interface between the BT Equipment and any Customer Equipment; (iii) in any equipment or device that is not provided by BT; or (iv) beyond the Service Management Boundary.
- 1.4 BT has the exclusive right to manage the configuration of BT Equipment.
- 1.5 In addition to maintenance performed during BT's regularly scheduled maintenance windows, BT may carry out Planned Maintenance from time to time. BT aims to inform Customer at least (i) 7 days before scheduled hardware or software maintenance on the BT Network and/or BT Equipment; and (ii) without undue delay for scheduled Access Line supplier maintenance if BT uses a third party supplier to provide access under this Agreement.
- 1.6 BT will provide the contact details (either e-mail, telephone or fax, as appropriate) of designated contact points, collectively "Service Centre", which will be Customer's contact points for placing Orders, reporting incidents (faults) and making inquiries relating to the Service. Customer will be able to use the numbers to contact BT to report incidents 24 hours a day, 365 days a year and to Order services or make enquiries during Business Hours, or as specified on the Order Form.

2. Customer's Responsibilities

- 2.1 Customer will provide BT with all reasonable assistance for BT to perform Service delivery and acknowledges that certain minimum technical requirements may be necessary. BT will inform Customer in advance of these requirements.
- 2.2 Customer will give BT the name(s) and contact details of the individual(s) who are authorised to act on behalf of Customer for service management matters ("Customer Contact"). The Customer Contact will (i) be available at all times and provide assistance and information during Service delivery; (ii) be available after Service delivery in accordance with the Service maintenance option as selected by Customer; (iii) take incident reports from Users, who may not contact BT directly; (iv) report incidents to the Service Centre using the reporting procedures notified by BT and be available for all subsequent incident management communications; (v) inform BT of changes to the information supplied when Ordering the Service including any changes to the Customer Contact details.
- 2.3 Customer will provide, at its own cost, any necessary internal cabling between the BT Equipment and any Customer Equipment (including PBX).
- 2.4 Customer undertakes:- (i) to inform BT of existing facilities which run the risk of being damaged during the installation and connection of BT Equipment on Site and provision of the Service; (ii) to make available to BT, at no charge, all equipment, space and other resources as are reasonably required by BT to enable BT to provide the Service; (iii) to use the Service strictly in accordance with instructions provided by BT; (iv) not to use the Service in a manner which would jeopardise the operation of the Network; (v) not to interfere with any labels or warnings on BT Equipment; (vi) to permit BT to examine or test the BT Equipment on Site at all reasonable times; (vii) not to create or permit any charges, pledges, liens or encumbrances of any kind to be created in respect of BT Equipment on Site; (viii) to be responsible for the maintenance of all Customer Equipment; (ix) to promptly report faults in the Service to the help desk facility provided by BT.
- 2.5 Customer shall not, nor permit any other person to: (i) attach anything directly or indirectly to a DAL or an Access Line; (ii) place anything in electrical connection with a DAL or an Access Line; or (iii) use

BT ONE VOICE (DIRECT VOICE)

(Doc 3.1 July 2013)



anything in such a way that it is capable of transmitting or receiving any message, signal or communication to or from either a DAL and/or an Access Line.

3. **BT's Acceptable Use Policy**

3.1 Customer is responsible for its Content and that of any of its Users (including any Content hosted by Customer or any User on behalf of third parties). Customer acknowledges that it has read and agrees to be bound by and to ensure that any Users will comply with this BT Acceptable Use Policy ("AUP") set out below (and which may be amended by BT from time to time) and the acceptable use policies of any connected networks and generally accepted Internet standards.

3.2 The Service must not be used:- (a) fraudulently or in connection with a criminal offence under the laws of any country where the Service is provided; (b) to send, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights; (c) in contravention of any instructions that BT has given under the Order; (d) to cause annoyance, inconvenience or needless anxiety; (e) to send or provide or receive unsolicited advertising or promotional material.

3.3 If Customer or anyone else, (with or without Customer's knowledge or approval) uses the Service in contravention of the AUP; or uses the Service in any way which, is, or is likely to be, detrimental to the provision of the Service to Customer or any other customer and fails to take corrective action within a reasonable period of receiving notice from BT, then BT can treat the contravention as a material breach and as such BT may either suspend the Service or terminate the Service pursuant to the General Terms and Conditions of the PSA. If Service is suspended it will not be restored until Customer provides an assurance acceptable to BT that there will be no further contravention.

4. **Service Description**

4.1 BT will provide Customer with the Service upon the terms of this Agreement.

4.2 BT will endeavour to provide the Service by any date agreed with Customer however all dates agreed are estimates and BT accepts no liability for failure to meet those dates.

4.3 BT will provide the Service with the reasonable skill and care of a competent telecommunications service provider. BT, however, does not guarantee a fault free Service.

4.4 BT will remedy any faults which significantly impair the Service quality in accordance with the fault repair service it agrees to provide to Customer.

4.5 BT reserves the right, from time to time, to:- (i) change the technical specification or any other aspect of the Service provided that the change does not materially and adversely affect the Service; or (ii) give Customer instructions which it believes are necessary for reasons of health, safety or the quality of any telecommunications service provided by BT to Customer or any other customer.

4.6 Prior to commencement of the Service, BT shall perform a survey of the Site if deemed necessary by BT.

4.7 Where Customer chooses to avail of the Service via Direct Access Lines provided by BT these shall be at a capacity agreed between BT and Customer.

4.8 Unless BT notifies Customer otherwise, BT will be responsible for obtaining and providing any Direct Access Line needed to provide the Service between the Sites specified on the Order Form. Unless BT notifies Customer otherwise, BT will also provide any equipment necessary to remotely monitor and maintain each DAL/Access Line.

BT ONE VOICE (DIRECT VOICE)

(Doc 3.1 July 2013)



4.9 BT will manage traffic flows within the Network and any failure of hardware or software within the Network or BT Equipment. BT will endeavour to remedy any such failure as soon as reasonably practicable. BT hereby undertakes to manage the Network 24 hours a day, 365 days per year.

4.10 BT will respond to reported faults without undue delay by taking network management measures it deems appropriate. BT will notify Customer if the fault does not relate to either the Network or BT Equipment.

4.11 BT will provide a help desk facility, for the reporting of faults within the Network by Customer and advice on the day to day use of the Service, accessible 24 hours a day, 7 days a week.

4.12 BT shall be responsible for the maintenance and repair of BT Equipment on Site.

4.13 BT shall not be responsible for calls routed over a PTSP's network.

5. **Connection to the Network**

5.1 Connection of equipment or Other Networks to the Network can only be made with the prior written approval of BT. It is Customer's responsibility (unless otherwise agreed by BT) to arrange for the connection of equipment or Other Networks to the Network.

6. **Allocation and Use of Telephone Numbers and Codes**

6.1 Customer shall, at no time, acquire any rights or title in the numbers and/or codes allocated to it by BT. BT reserves the right to withdraw or replace any numbers or codes allocated to Customer for operational or technical reasons or where any such withdrawal is required by law. Where numbers or codes are to be withdrawn or replaced, BT will endeavour to provide Customer with the maximum notice practicable having regard to the circumstances of the withdrawal or replacement.

7. **BT Equipment**

7.1 To enable the installation and use of BT Equipment on Site, Customer will, at its own expense, if necessary:- (i) obtain all necessary consents, permissions and approvals including consents for any necessary alterations to buildings; (ii) provide suitable accommodation, foundations and environment for the equipment including all necessary trunking, conduits and cable trays in accordance with relevant installation and use standards; (iii) make such internal building alterations as BT advises are necessary and carry out afterwards any making good or decorator's work required; (iv) provide all necessary support for the Service to include but not limited to electricity supply; (v) provide BT with a detailed map marking the location of BT Equipment on Site and verify that such equipment does not damage or interfere with either the equipment or services of Customer or any third party; and/or (vi) provide BT with such co-operation and assistance as it requires.

7.2 Customer is responsible for any BT Equipment on Site and must not add to, modify or in any way interfere with BT Equipment. Customer will be liable to BT for any loss of or damage to BT Equipment on Site, except where such loss or damage is due to fair wear and tear or is caused by the negligent or wilful act or omission of BT, its agents, employees or subcontractors.

7.3 Title to BT Equipment on Site shall at all times remain with and belong to BT.

8. **Use of Equipment**

8.1 Any equipment used in the provision of the Service must be used in accordance with any applicable instructions and safety or security procedures.

8.2 Any equipment which is used for the provision of the Service must be technically capable of providing the Service and approved for that purpose under any relevant legislation.



9. Access and Site Regulations

- 9.1 Customer hereby authorises BT to contact the owner of the Site, if necessary, in Order to obtain the owner's consent to install and connect any equipment necessary to provide telecommunications services to Customer. Customer hereby indemnifies and agrees to keep BT indemnified against all costs, damages, losses, proceedings, claims and other liabilities incurred by BT howsoever arising from any such contact whether or not consent is actually granted.
- 9.2 Customer will, where necessary, and at all reasonable times, permit access to any Site to BT and anyone acting on BT's behalf, on production of a valid identity card, to enable BT to carry out its obligations under this ORDER. BT will normally only require such access during Customer's usual working hours, however, BT may, on reasonable notice, require Customer to provide it with access at other times.
- 9.3 Employees of BT and anyone acting on BT's behalf will observe reasonable Site regulations of Customer, copies of which have been previously advised in writing to BT. In the event of any conflict between the Site regulations and the Order, the Order shall prevail.
- 9.4 Customer will provide a suitable and safe working environment for BT employees and anyone acting on BT's behalf.
- 9.5 Customer agrees not to use the Service for any purpose or in any manner that:- (i) does not comply with the terms of any legislation or any licence or authorisation applicable to Customer or BT or is in any way unlawful; (ii) does not comply with any instructions given by BT; (iii) does not comply with any instructions given to BT by any other public telecommunications operator or any competent authority in any country where the Service is provided; (iv) would result in BT being in breach of any agreement between BT and any public telecommunications operator which has been notified in writing by BT to Customer; or (v) in the reasonable opinion of BT, is improper.
- 9.6 Customer agrees to comply with any applicable code of practice on number portability issued from time to time by ComReg and/or any other competent authority.

10. Suspension

- 10.1 BT reserves the right to suspend the provision of the Service (i) in the event of an Emergency; and (ii) in the event that Customer fails to comply with the terms of this Order.
- 10.2 In relation to non-payment by Customer of any amount due to BT, prior to suspension of the Service, BT shall reasonably endeavour to contact Customer to warn Customer of the proposed suspension.
- 10.3 BT reserves the right to suspend the provision of the Service in Order to:- (i) prevent damage to or degradation of the Network which may be caused by Customer or anyone using Customer's access; (ii) comply with any law, regulation, court Order or other governmental request or Order; (iii) comply with any request of an emergency service organisation; or (iv) prevent use of the Service which in the reasonable opinion of BT is fraudulent, defamatory or improper.
- 10.4 Without prejudice to its right to terminate this Agreement, BT may suspend the provision of the Service in the event that any of the circumstances listed in Sections 10.2 or 10.3 of the General Terms and Conditions occur.
- 10.5 In the event that the Service is suspended due to a breach by Customer of this ORDER, Customer shall continue to pay to BT the Recurring Charges.

11. Voice Disaster Recovery

BT ONE VOICE (DIRECT VOICE)

(Doc 3.1 July 2013)



- 11.1 Where the Service facility contracted for by Customer is a stand-by voice diversion service, where inbound telephone calls intended by callers to terminate on defined digital exchange lines are switched to alternate digital exchange lines of Customer at an alternate physical Customer location (or Customer contracted third party location), then Customer initiated switch process is activated by Customer by contacting BT and providing the Voice Disaster Recovery agreed password as defined at the time of Order initiation.
- 11.2 BT, upon receipt of the switch instructions from Customer, will initiate the call diversion plan previously filed with BT by Customer.
- 11.3 The Service facility and any related telephone call charges resulting from the utilisation of the Voice Disaster Recovery service will be charged to and paid by Customer.