



Customer Entity Name:	Customer Name	BT Entity Name:	BT GLOBAL ICT BUSINESS SPAIN SLU
Customer Registered Address and Company/Tax Registration Number:	Customer official legal address and registration number(s)	BT Registered Address and Company/Tax Registration Number:	C/ María Tubau nº 3, 28050 Madrid B- 88625496
Master Order Form Effective Date:	Date of last signature of this Master Order Form	Governing Agreement:	[Reference to MSA]
Subscription Term:	As set out at Section A of this Master Order Form	Invoicing Currency:	EUR

This Master Order Form constitutes an Order subject to the Governing Agreement (specified above) for the Services listed in the Sections attached to this signature page. Each such Service is further subject to the Service Schedule specified below (whether attached to this Master Order Form, or incorporated by reference herein, as applicable). Customer may place further Orders for additional Services listed in this Master Order Form, and all such Orders will be subject to this Master Order Form and its associated terms.

Item	Documents forming part of this Master Order Form	Can be found at:
Nuance Gatekeeper Pricing	Charges and Service Details	Attached to this Master Order Form as Section A-1
Nuance Gatekeeper terms	Nuance Gatekeeper Service Schedule	Attached as Section B-1 / URL if selected for URL based countries
Service Management terms	Service Management Schedule	Master Order Form reference

Each Party agrees to the terms and conditions of this Master Order Form, as evidenced by the signature of its authorised signatory below. This Master Order Form may be executed in two counterparts, including via electronic signature or scanned electronic file, and all of such counterparts, taken together, constitute a single instrument.

Customer Name	BT Name
By:	BT GLOBAL ICT BUSINESS SPAIN SLU
Name:	Name: Paul Rhodes
Title:	Title: Legal Representative
Date Signed:	Date Signed:

How to use this document:			
Each Section in this document lists and explains the Charges for a BT Service. Each Charge is designated as either:			
x1	One-Time Charges	Subscription Service Charges	On-Demand Service Charges
One-Time charges are invoiced upon each occurrence of a single event.	Subscription charges are fixed charges invoiced on a recurring basis (typically monthly) during a committed subscription term. The early termination charges listed for each service element will apply if a subscription service is cancelled, or the governing agreement expires, prior to the end of the full subscription term.	On-Demand service charges are calculated based upon customer's elections to increase (or decrease) its demand for a service on a per-unit basis. Unlike metered services (where charges are driven by individual users' consumption of a service), only authorised customer administrators have the option to adjust the volumes of On-Demand Services.	Metered Service Charges are measured by BT and invoiced based on the actual usage of customer's authorised users of a service.

Section A-1 Nuance Gatekeeper Charges



One-Time Charges

Item Name	BT Product Code	Unit of Measure	Unit Price	Quantity	Extended Price	Payment Terms	When Invoicing Commences
Nuance Gatekeeper Statement of Work		One-off				One-off Charge; Payments due per Governing Agreement	Upon Operational Service Date



Subscription Service Charges

Item Name	BT Product Code	Unit of Measure	Annual Minimal Commitment/Channels	Per Unit Price	Annual Recurring Charges	Payment Terms	Early Termination Charge(See Note 1)	Currency(See Note 2)	When Invoicing Commences
Authentication and Fraud transactions		Calls				Invoiced monthly in arrears; Payments due per Governing Agreement	EIC A	USD/GBP/EUR	Upon Operational Service Date
Reprocessing Transactions						ii	EIC A	ii	ii
Voice Text Security transactions						ii	EIC A	ii	ii
Digital Text Security transactions						ii	EIC A	ii	ii
Behavioural Biometrics						ii	EIC A	ii	ii
SIPREC channel		Call Channels				ii	EIC A	ii	ii
First Line Help Desk		Annual				ii	EIC A	ii	ii

Art. 1: In addition to the provisions of the Governing Agreement, if any Service to one or more Sites is terminated by the Customer for convenience (or terminated by BT due to material breach by the Customer) prior to the end of the Subscription Term, next to any de-installation Charges the Customer will pay any outstanding Charges until the date of termination and will compensate BT as follows:

EIC A: unless applicable mandatory law provides otherwise; early Termination Charges equal to:

- a. if terminated during the first 12 months of the Subscription Term;
 - o 100% of all Subscription Service Charges until the end the first 12 months of Service;
 - o any waived One-Time Charges as set out in the Order; and
 - o if a Subscription Term is longer than 12 months, then the following early termination Charges shall apply in addition to those set out above:
 - if the Customer purchased licenses as Subscription Service Charges, 100% of the remaining Subscription Service Charges for these additional licenses until the end of the Subscription Term;
 - 20% of the remaining Subscription Service Charges for any other Service components until the end of the Subscription Term.



- b. if terminated after the first 12 months of the Subscription Term but before the end of the Subscription Term;
 - o if the Customer purchased licenses as Subscription Service Charges, 100% of the remaining Subscription Service Charges for these additional licenses until the end of the Subscription Term;
 - o 20% of the remaining Subscription Service Charges for any other Service components until the end of the Subscription Term.

ART. 2: Currency conversion. In the event the currency set out in this section is different than the Invoicing Currency as set out on the Cover Page, BT will convert the Charges by applying a spot-rate conversion on the date BT generates its invoice, utilising the foreign currency conversion rates as published in the Financial Times.



Metered Charges

Item Name	Annual Committed Calls	Overage Price
Authentication and Fraud transactions	0	
Reprocessing audio transactions		
Voice Text Security transactions		
Digital Text Security transactions		
Behavioural biometrics		

Customer & BT Contact for Service

Customer Contact	BT Contact
Name:	Name:
Email:	Email:
Telephone:	Telephone:



Section B-1

Nuance Gatekeeper Schedule – Part A & B [remove if you are linking to the online version]



Section C

Service Management Schedule [remove if you are linking to the online version]