

BT Contact Personalised Video Service Annex to the General Service Schedule

1 DEFINITIONS

The following defined terms apply in addition to those used in the General Terms and Conditions:

“Application Programme Interface (API)” means an instruction set of web service commands that can be used by the Customer’s IT systems to enable automated use of the Service.

“Batch Mode” means the Service option whereby, if selected by the Customer pursuant to Paragraph 3, data is uploaded in advance and Personalised Videos are rendered and hosted, available for Users to view.

“BT Intellectual Property” has the meaning given in Paragraph 9.2.

“Comma Separated Variable (CSV) Format” means a file-saving format that uses commas to separate sets of data.

“Customer Relationship Management” means a system(s) owned or operated by, or on behalf of, the Customer that contains data relating to the Customer’s customers.

“Downtime” means any period of:

- (a) no less than five or more consecutive minutes; or
- (b) ten or more minutes within a half an hour,

during which material disruption or delay is caused to the Customer’s or its Users’ ability to use the Service when called upon, excluding Scheduled Maintenance.

“Globally Unique Identifier (GUID)” means a unique reference number used as an identifier in computer software that typically refers to various implementations of the UUID standard.

“Hypertext Transfer Protocol (HTTPS) GET” means a type of request-response protocol that requests data from a specified resource to enable communications between a client and a server over the internet.

“Material” means software manuals, information, data, drawings, video templates and other documents or materials.

“Personal Uniform Resource Locator (PURL)” a Uniform Resource Locator that defines the internet location of, in the case of the Service, a Personalised Video or Personalised Still Image, and will contain the GUID number supplied as part of the interaction with the service.

“Personalised Still Image” means a customised still image from the customised video message made available by BT for use by the Customer and/or its Users through the Service.

“Personalised Video(s)” means the customised video messages made available by BT for use by the Customer and/or its Users through the Service.

“Platform” has the meaning given in Paragraph 2.1.

“Professional Services” has the meaning given in Paragraph 4.

“Real Time Video Generation (RTVG) Mode” means the Service option whereby, if selected by the Customer pursuant to Paragraph 3, Personalised Videos are only created ‘on-demand’, driven by the API, if and when a User clicks to play the Personalised Video.

“Scheduled Maintenance” has the meaning given in Paragraph 10.2.

“Secure File Transfer Protocol (SFTP)” means a network protocol that provides encrypted file access, file transfer, and file management functionalities over any reliable data stream.

“Service” has the meaning given in Paragraph 2.2.

“Universally Unique Identifier (UUID)” means an identifier standard used in software construction that has been standardised by the Open Software Foundation.

2 THE SERVICE

2.1 BT will provide the services listed in Paragraph 2.2 (**“Service”**) to the Customer using a cloud-computing based platform delivered via cloud computing infrastructure (the **“Platform”**).

2.2 BT will:

2.2.1 provide Personalised Video Services in accordance with the option in Paragraph 3 selected by the Customer and set out in the Order.

- 2.2.2 integrate data records supplied by the Customer to BT with processed Personalised Video template(s) to create individual Personalised Video(s).
 - 2.2.3 store and host, or stream Personalised Video(s) from the Platform at a PURL associated with the data record.
 - 2.2.4 if Batch Mode is selected by the Customer as set out in the Order, create a Personalised Still Image(s) associated with the Personalised Video(s) at a PURL.
 - 2.2.5 if Batch Mode is selected by the Customer as set out in the Order, inform the Customer when each Personalised Video batch is completed and the Customer is able to download a list of PURLs from the Service using SFTP.
 - 2.2.6 if RTVG Mode is selected by the Customer as set out in the Order, integrate the personal data record supplied in an API call with the selected master video template to (a) create an individual Personalised Video in the requested format and (b) return an API response containing the temporary PURL where the created Personalised Video can be found.
 - 2.2.7 provide Professional Services in accordance with Paragraph 4, as set out in the Order.
- 2.3 BT's responsibility for the Service will end at the Service Management Boundary, which is the demarcation point where the Service connects to the global internet. BT are not responsible for the Customer's or any User's connection to the global internet.

3 PERSONALISED VIDEO OPTIONS

BT will provide Personalised Videos according to whichever of the following options is selected by the Customer in the Order:

- 3.1 Batch Mode, in accordance with the allowance of Personalised Videos selected by the Customer as set out in the Order; or
- 3.2 Real Time Video Generation Mode:
 - 3.2.1 in accordance with the allowance of Personalised Videos selected by the Customer as set out in the Order; or
 - 3.2.2 in accordance with the allowance of potential Users to access Personalised Videos in 12 months selected by the Customer as set out in the Order.

4 PROFESSIONAL SERVICES

BT will provide whichever of the following services are selected by the Customer as set out in the Order:

- 4.1 creative design of Personalised Video templates;
- 4.2 assisting a third party agency appointed by the Customer for design of Personalised Video templates including advice about best practice;
- 4.3 processing of a Personalised Video template uploaded to the Platform by the Customer to enable the template to be used for creation of a Personalised Video(s);
- 4.4 integration of the Customer's landing page with Real Time Video Generation Mode integration on the Service;
- 4.5 project management services for a Personalised Video project; and
- 4.6 creation of a landing page where the Personalised Video may be accessed, ("Professional Services").

5 SERVICE DESK

- 5.1 BT will provide the Customer with a first-line helpdesk that the Customer may contact when an incident arises with the Service using the contact details notified to the Customer by BT on or before the Operational Service Date.
- 5.2 The BT help desk will take details of the incident, including contact details and the nature of the incident. The BT help desk will also ask about the impact of the incident and how many Users are affected (if any).
- 5.3 BT will provide an incident report number.
- 5.4 The BT helpdesk will endeavour to keep the Customer informed of progress on resolving the incident at regular intervals dependent on the severity of the incident, as set out in the table below:

Severity Level	Required workaround/resolution Time (from the time when the incident is first logged with BT ("Log Time"))	Update frequency (from Log Time)	Examples
1	5 hours	Hourly	Services are severely impacted or completely not available for use.
2	24 hours	4 Hours	Customer cannot repeatedly access the Service or perform STFP tasks. Repeating issues with Personalised Video creation, using a previously utilised template.
3	2 Working Days	8 Working Hours	Many (>100) Users experiencing unsatisfactory video experience which shall include an incomplete, interrupted or slow video viewing or a viewing experience which the Customer, acting reasonably, considers to be unsatisfactory. This does not include issues with individual User's network connection or device.
4	5 Working Days	Daily	Some Users are reporting unsatisfactory Personalised Video experience on some device types.
5	30 Working Days	Weekly	Minor functionality defects on the Service or functionality within the Service.

6 CUSTOMER RESPONSIBILITIES

- 6.1 The Customer will transfer the Personalised Video template file to the Platform using SFTP.
- 6.2 The Customer will create an email and or landing page that will incorporate a PURL that is associated with the data record. The email and / or landing page will contain the PURL to the static personalised image so that it appears in the email and / or landing page. The email and / or landing page will request the streaming of the Personalised Video by issuing a HTTPS GET request for the video PURL, from the Service. The email or landing page will detect the client / browser type and include the video player if required.
- 6.3 For the Batch Mode option: The Customer will provide BT with the appropriate data in the approved CSV Format for data records in advance. The personalised data will be sourced by the Customer and uploaded in advance using SFTP to the Platform to allow personalisation and rendering of the videos. The Customer will download a list of PURLs associated with the data records from the Service using SFTP.
- 6.4 For the RTVG Mode option: The Customer will, by means of the Service API, send valid and authenticated API requests to the Service to initiate the creation of a Personalised Video using the data passed in the request. The Customer acknowledges that, for security reasons, such API requests should never be sent from the client device side and should always be originated from the Customer's server.
- 6.5 The Customer will ensure that individual data records, whether using Batch Mode or RTVG Mode, include a unique, random UUID/GUID number. If this is omitted in Batch Mode, then the data will not be processed and no videos will be created. If this is omitted in RTVG Mode, then the Service will generate a UUID/GUID number which will be returned as part of the PURL.
- 6.6 The Customer will not include any data (including, without limitation, names or images) in any individual data record that could allow BT or any of its subcontractors, to identify any individual person.
- 6.7 The Customer will protect any passwords and keys issued to them by BT in such a manner that will prevent misuse of the Service or disclosure to unauthorised persons.
- 6.8 The Customer will provide BT with all Material concerning the Customer's operations and activities and access to all personnel necessary to enable BT to provide the Service in accordance with BT's contract with the Customer for the Service.
- 6.9 The Customer will comply, and ensure that any third party service providers comply with any specifications and instructions for technical integration provided by BT, including but not limited to creation of any Personalised Video template in accordance with the current project guide available from BT, titled the 'BT Contact Adobe After -Effects Guide'.

- 6.10 The Customer will ensure that the landing page or email that will host the Personalised Video is suitable for playing the Personalised Video on the range of devices that the Customer expects Users to use.
- 6.11 In Batch Mode, the Customer will upload a data file to the SFTP server or portal. This file will be in CSV Format and the fields will match the master video template that they are intended to populate.
- 6.12 In RTVG Mode, the Customer will construct a web page or email that is capable of sending authenticated API calls to the Service to create and stream the Personalised Videos.
- 6.13 For security reasons, all RTVG Mode API calls to the Service must be originated from the Customer's server system and on no account should API requests be implemented on the client browser / email side. BT will not accept responsibility for any misuse of the Service resulting from client side API requests.

7 MINIMUM PERIOD OF SERVICE

The Minimum Period of Service for the Agreement is 12 months from the Operational Service Date, unless otherwise set out in the Order.

8 ADDITIONAL CHARGES

If BT incurs additional costs in any of the following circumstances:

- 8.1 delays arising from the failure of the Customer to provide any Material, perform any of its dependencies set out in Paragraph 6, or grant access to persons required by BT to have access under Paragraph 6.8; or
 - 8.2 failure or delays by the Customer in attending or arranging meetings reasonably required by BT in order to discharge its obligations under the Agreement,
- then the Customer will reimburse the additional costs to BT in accordance with the invoicing and payment provisions in the General Terms and Conditions.

9 INTELLECTUAL PROPERTY

- 9.1 BT grants to the Customer and, separately, to Users, free of additional charge, a world-wide, non-exclusive, non-transferable, perpetual, irrevocable license for the Customer by itself, or by third parties on its behalf, and, separately to Users to use the Personalised Videos together with all the rights and freedoms of a lawful user of such Personalised Videos for the sole purpose of providing and using the Service as detailed in this Agreement and as set out and defined in sections 50A to 50D of the United Kingdom Copyright Designs and Patents Act 1988 as amended from time to time. Notwithstanding the above, to the extent that the Personalised Videos contain third party Intellectual Property Rights (e.g. music, video clips etc.) the ownership and usage rights relating thereto shall be owned as shall be agreed with such third parties. BT remains at all times the owner or licensor of the software generating the Personalised Videos as well as the methodologies for delivery of such videos, and performance of the related services.
- 9.2 For the avoidance of doubt, all of BT's pre-existing proprietary information and methodologies for delivery of the Personalised Videos and performance of the Services, and all BT owned materials in the Personalised Videos (if any) (collectively, "**BT Intellectual Property**") are and shall remain the exclusive property of BT or its licensor. In the event that any BT Intellectual Property is required to use the Personalised Videos, BT hereby grants the Customer a non-exclusive, worldwide, royalty free, license to the BT Intellectual Property, solely for the purpose of using the Personalised Videos under this Agreement.
- 9.3 The Customer will ensure that it is either the owner of, or is authorised to provide to BT as applicable, all Customer Material it provides to BT and has sufficient rights to enable BT to use the Material as contemplated by this Agreement. Customer indemnifies BT against all claims, liability, demands, proceedings, costs and reasonable expenses arising in respect of any claim against BT by a third party arising from the use of the Service (including the Materials) in breach of any term of this Agreement which infringes or allegedly infringes any Intellectual Property Rights (including without limitation, patents, copyright, or database right), and will immediately upon notice from BT, cease any activity that gave rise to the claim.

10 AVAILABILITY SERVICE LEVEL

- 10.1 Clauses 7.1 ("**Delivery**") and 7.3 ("**Restore-time**") of the General Service Schedule do not apply to the Service.
- 10.2 Subject to Paragraph 9.3, the available SLA Category B, as referred to in Clause 7.2 of the General Service Schedule, applies to the Service.
- 10.3 The Service Level in Paragraph 9.2 does not apply during periods when BT performs scheduled maintenance on the Service that causes the Service to become unavailable ("**Scheduled Maintenance**"), provided that:

- 10.3.1 BT provides 5 Business Days prior written notice to the Customer of the Scheduled Maintenance time;
- 10.3.2 Scheduled Maintenance only occurs during UK night time hours of 10pm-6am or during any hours on weekends; and
- 10.3.3 Scheduled Maintenance occurs for less than 15 hours in each calendar quarter.

11 EARLY TERMINATION FEES

In variation to the General Service Schedule, the Customer may terminate any Service or Order at any time by giving ninety (90) days' written notice to BT, subject to payment by the Customer to BT of any outstanding Charges for Service received and, by way of compensation, the following termination charges:

- 11.1 for Real Time Video Generation Mode, if the Customer terminates during the Minimum Period of Service, any discount in Charges received based on the Customer's commitment for a period of 12 months as set out in the Order;
- 11.2 for Batch Mode, if the Customer terminates during the Minimum Period of Service, the total amount of the Charges payable for the period of 12 months as set out in the Order; and
- 11.3 for Professional Services, if the Customer placed an Order and subsequently cancelled the Order:
 - 11.3.1 after the Order has been processed but before BT has commenced work, 50% of the total Charges payable for the Professional Services as set out in the Order; and
 - 11.3.2 if work has commenced, 100% of the total Charges payable for the Professional Services as set out in the Order.

12 LIMITATION OF LIABILITY

In variation to the monetary limit on liability in Clause 13.3 of the General Terms and Conditions, each Party's liability to the other in any 12 month period will not exceed 125% of the total Charges payable by the Customer to BT in the preceding 12 month period.