

BT In-Store Solutions for Retail Schedule to the Product and Services Agreement (PSA)

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Part A – The Service

1. Service Summary

- 1.1. As used in this *BT In-Store Solutions for Retail Schedule* (“this Schedule”), “**Services**” mean solely the Services subscribed and provided under Orders that reference this Schedule.
- 1.2. BT will provide to the Customer a Service that enables the playing of:
 - (a) music from a Music Player (“**In-Store Music**”); and/or
 - (b) Multi-Media Content via a Video Player and Display Screens (“**In-Store Digital Signage**”); and
 - (c) at a Site.

2. Service Standard Components

- 2.1. BT will provide to the Customer all of the following standard Service components in accordance with the details set out in the Order:
 - (a) if ‘**In-Store Music**’ is selected by the Customer as set out in the Order:
 - (i) Music Player(s) which are BT Equipment; and
 - (ii) content management consultancy services to develop, deliver and update monthly, in consultation with the Customer, a Playlist(s) of music and a Schedule(s) of Playlists to be played at a Site, Sites or a Network as set out in the Order.
 - (b) if ‘**In-Store Digital Signage**’ is selected by the Customer as set out in the Order:
 - (i) Video Player(s), each of which can connect to up to four Display Screen(s) and which are BT Equipment;
 - (ii) a management system that enables the Customer to upload Multi-Media Content and create Schedules of Playlists of Multi-Media Content to be shown on In-Store Digital Signage (“**Content Management System**”);
 - (iii) Display Screen(s);
 - (iv) installation of the Video Players, Display Screens and associated mountings and cabling; and
 - (v) content management consultancy services to develop, deliver and update monthly, in consultation with the Customer, a Playlist of Multi-Media Content and a Schedule(s) of Playlists to be displayed on Display Screens at a Site, Sites or a Network. The Multi-Media Content will be provided by the Customer.

3. Service Management Boundary

- 3.1. For In-Store Music, BT will provide and manage the Service from the point where BT’s installed wiring commences through to and including the Music Player. BT is not responsible for the Power Supply, Network Connection and Audio System (“**Service Management Boundary**”).
- 3.2. For In-Store Digital Signage, BT will provide and manage the Service from the point where BT’s installed Content Management System commences through to and including the Video Player. Where BT has provided Display Screens, the Service Management Boundary will extend to include the Display Screens. BT is not responsible for Customer Screen(s), Power Supply, Network Connection and Audio System.
- 3.3. BT will have no responsibility for the Service outside the Service Management Boundary.

4. Associated Services and Third Parties

- 4.1. If BT provides to the Customer any service(s) other than the Service, this Schedule will not apply to those service(s) and those service(s) will be governed by their separate terms and conditions.

- 4.2. In the event that the Customer is required by applicable law to purchase the Service from a third party supplier, BT may, by agreement with the Customer, manage the Service as the Customer's agent.

5. Use of Data

- 5.1. As set out in the GTC, in order for BT to provide and support the Service, BT may use contact details, (typically name and email address, telephone number and business and/or Site address), of people within the Customer's organisation in order to:
- (a) process, track and fulfil Orders for the Service;
 - (b) deliver and commission the Service, either remotely or at the Site(s);
 - (c) process, track and resolve Incidents with the Service, either remotely or at the Site(s);
 - (d) compile, dispatch and manage the payment of invoices relating to the Service;
 - (e) manage the Agreement and resolve any disputes relating to it;
 - (f) respond to general queries relating to the Service; and
 - (g) provide installation support for the Music Players.
- 5.2. BT may also send the Customer additional information concerning the Service, or related services, typically to the Customer Contact, network manager or procurement manager involved in the procurement or management of the Service.

6. Specific Terms and Conditions

- 6.1. A Minimum Period applies to each Order placed under the Agreement. Upon expiry of the Minimum Period a further Minimum Period of twelve months will commence ("**Subsequent Minimum Period**"). A maximum of three Subsequent Minimum Periods will apply to the Order. The Customer or BT may by giving three months' notice in writing prior to the expiry of a Minimum Period or Subsequent Minimum Period terminate the Order and prevent the start of a Subsequent Minimum Period.
- 6.2. The Service is provided for the Customer's own use and the Customer must not re-sell, transfer, assign or sub-licence the Service (or any part of it) or the associated software to a third party.
- 6.3. The Order sets out the number of Sites at which the Service will be provided and the Minimum Period and Charges applicable to the Order. The details of the Sites at which the Service is to be provided under an Order will be set out in the Schedule of Activations which may be amended to include the addition of Sites ("**Additional Sites**") on a Further Order, in accordance with Paragraph 11.1.
- 6.4. The Customer may request additional maintenance for the Display Screens this will be subject to a separate contract or BT may by exception include additional maintenance for the Display Screens in this Agreement in accordance with Paragraph 11.

Part B – Service Delivery and Management**7. BT Obligations****7.1. Service Delivery**

Before the Operational Service Date applicable to the Order and throughout the provision of the Service, BT will:

- (a) provide a Service Centre to the Customer;
- (b) issue any applicable User Security Details for the Service to the Customer;
- (c) where 'In-Store Digital Signage' is selected by the Customer as set out in the Order, provide the Content Management System;
- (d) within 10 Business Days of receipt of the Schedule of Activations for the Initial Order or an updated Schedule of Activations for a Further Order, review the Schedule of Activations and confirm delivery dates with the Customer for the Music Players and/or Video Players and Display Screens set out in the Schedule of Activations. The Customer acknowledges and agrees that the delivery dates are estimates and are subject to ongoing review between BT and the Customer;
- (e) commence shipment of the Music Players, Video Players and any Display Screens included in the Schedule of Activations within 90 days of the agreement of the Schedule of Activations or updated Schedule of Activations under Paragraph 7.1(d); and
- (f) where 'In-Store Music' is selected by the Customer as set out in the Order, provide the Customer with Installation Instructions for the Music Players and provide assistance during the installation via the Service Centre.

7.2. Commissioning of the Service

Before the Operational Service Date applicable to the Order, BT will undertake any configuration work deemed necessary by BT and will confirm the Service is working correctly and inform the Customer of the Operational Service Date.

7.3. During Operation

On and from the Operational Service Date applicable to the Order, BT:

- (a) will provide the Service Centre;
- (b) will (unless otherwise agreed with the Customer) undertake pro-active monitoring of the Service to pro-actively identify Incidents;
- (c) may carry out maintenance from time to time and, in such instances, will endeavour to inform the Customer at least seven days before scheduled hardware or software maintenance that may affect the Service;
- (d) may, in the event of a security breach affecting the Service, require the Customer to change any or all of the User Security Details;
- (e) may modify or substitute the Music Player and/or Video Player in order to improve the Service;
- (f) confirms that for In-Store Music and subject to Paragraph 8.1(g) none of the music provided by or on behalf of BT as part of In-Store Music will require the payment of a royalty or a charge to a third party; and
- (g) may upgrade the Software.

8. Customer Obligations**8.1. Service Delivery**

In addition to the Customer's obligations set out in the GTC, before the Operational Service Date applicable to the Order and, where applicable, throughout the provision of the Service by BT, the Customer will:

- (a) provide BT with the name(s) and contact details of the individual(s) authorised to act on behalf of the Customer for Service management and project delivery matters (“**Customer Contact**”) and BT may accept instructions from a person who BT reasonably believes is acting with the Customer’s authority;
- (b) notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;
- (c) in jurisdictions where an employer is legally required to make such disclosure to its employees and/or Users:
 - (i) inform its employees and Users that as part of the Service being delivered by BT, the use of any targeted applications by the Customer’s employees and/or Users may be monitored and reported to the Customer by BT; and
 - (ii) ensure that its employees and Users have consented or will be deemed to have consented to such monitoring and reporting, if such consent is legally required, and BT will not be liable for any failure of the Customer to comply with this instruction and the Customer will indemnify BT against any claims or action brought by its employees or Users against BT arising out of the delivery of Services by BT.
- (d) provide a Power Supply, Network Connection and for In-Store Music, an Audio System that meet the minimum specification, are technically compatible with the Service and approved for that purpose under any applicable law or regulation. BT makes no commitment with respect to the interoperability between the Power Supply, Network Connection and for In-Store Music, an Audio System and has no liability where the Customer fails to comply with this Paragraph. In order to mitigate any Service interruption resulting from failure in the Power Supply, the Customer will provide back-up power with sufficient capacity;
- (e) provide and maintain a connection as identified by BT, including but not limited to PSTN or broadband line(s) at the Site(s) for use with the Service. The Customer will pay all Charges related to provision and use of such line and report any Incidents in such line(s) directly to the supplier of the line;
- (f) within 30 days of signature by the Customer and BT of:
 - (i) the Initial Order complete the Schedule of Activations; or
 - (ii) the Further Order update the Schedule of Activations; and
 - (iii) provide this to the BT Account Manager for BT’s review and agreement. The Customer will review and re-issue the Schedule of Activations on a monthly or a quarterly basis as agreed with BT and send to BT for review and agreement. Additional Sites can only be included in the reviewed Schedule of Activations in accordance with Paragraph 11.1.
- (g) obtain the Public Performance License (“**PPL**”) or equivalent license permitting the playing of recorded music through a television, the radio and/or the internet in front of an audience applicable to the country in which the Service is used;
- (h) if ‘In-Store Music’ is selected by the Customer as set out in the Order, install the Music Players in accordance with the Installation Instructions;
- (i) if In-Store Digital Signage is selected by the Customer provide BT with access to the Site and ensure that all agreed facilities and preliminaries are completed and available in time to allow BT to undertake any necessary installation; and
- (j) use Display Screens provided by BT under this Agreement with the Service. At BT’s discretion and where in BT’s reasonable opinion they are compatible with the Service, the Customer may use alternative screen(s) sourced from a third party for connection to the BT Service (“**Customer Screen(s)**”) which will be Customer Equipment.

8.2. Service Operation

On and from the Operational Service Date applicable to the Order, the Customer will:

- (a) ensure that the Content Management System is used in accordance with any instructions issued by BT;
- (b) ensure that the Customer Contact:
 - (i) will implement an Incident reporting process to take Incident reports from Users and pass these to the Service Centre using the reporting procedures notified to the Customer by BT, and will be available for all subsequent Incident management communications;
 - (ii) is the point of contact for:
 - i. activation support from the Service Centre; and
 - ii. installation advice for the Music Players.
- (c) ensure that the Customer Contact is available to the Service Centre where support has been requested for installation of the Music Players;
- (d) immediately disconnect any Customer Equipment, or advise BT to do so, at the Customer's expense if Customer Equipment does not meet any relevant instructions, standards or applicable law;
- (e) in addition to the Customer's obligations regarding the BT Equipment set out in the GTC, not use BT Equipment other than in accordance with BT's written instructions or authorisation;
- (f) distribute, manage and maintain access profiles, any User Security Details and other systems administration information relating to the control of Users' access to the Service;
- (g) maintain a list of current Users and immediately terminate access for any person who ceases to be an authorised User;
- (h) ensure the security and proper use of all valid User Security Details and other systems administration information used in connection with the Service and:
 - (i) inform BT immediately if any User Security Details are, or are likely to, become known to an unauthorized person, or are being or may be used in an unauthorised way;
 - (ii) take all reasonable steps to prevent unauthorised access to the Service; and
 - (iii) satisfy BT's security checks if any User Security Details are lost or forgotten.
- (i) if requested to do so by BT in order to ensure the security or integrity of the Service, change any User Security Details and/or other systems administration information used in connection with the Service;
- (j) if requested to return BT Equipment or Product to be returned to BT at the Customer's cost in suitable packaging marked "fragile" and be liable for any reasonable costs of recovery incurred by BT where the BT Equipment or Product is not returned in accordance with this Paragraph and will provide BT with all reasonable assistance necessary to recover the BT Equipment or Product from the Site(s);
- (k) permit BT to:
 - (i) conduct remote testing of the Service;
 - (ii) undertake pro-active monitoring of the Service; and
 - (iii) upgrade the Software.
- (l) the Customer represents and warrants to BT that it has in place and will maintain throughout the term of the Agreement all Consents and will:
 - (i) where required display the Consents at the Site; and
 - (ii) at BT's request provide evidence of the Consents.

- (m) the Customer acknowledges and agrees that BT will have no liability under this Agreement where the Customer fails to comply with this Paragraph 8.2 and will treat the failure as a breach of the Agreement.

8.3. **WEEE Regulations**

The Customer will:

- (a) be responsible under Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2006 (the “**WEEE Regulations**”) for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Agreement that has become waste electrical and electronic equipment (“**WEEE**”). BT and the Customer acknowledge that for the purposes of Regulation 9, this Paragraph is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE;
- (b) be responsible for any information recording or reporting obligations imposed by the WEEE Regulations; and
- (c) indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a third party which would not have been caused or made had the Customer fulfilled its express or implied obligations under this Paragraph or in connection with the WEEE Regulations. 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.

8.4. **Termination of the Service**

- (a) On termination of the Agreement by either Party, in accordance with the GTC, the Service and all Orders will terminate and the Customer will:
 - (i) disconnect any Customer Equipment from BT Equipment located at the Site(s);
 - (ii) not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
 - (iii) arrange for any BT Equipment located at the Site(s) to be returned to BT at the Customer's cost in suitable packaging marked “fragile” and insure the BT Equipment for an amount not less than:
 - i £300.00 per Music Player; and
 - ii £600.00 per Video Player.
- (b) On termination of the Agreement within the Minimum Period or Subsequent Minimum Period by BT for cause, or by the Customer other than for cause, the Service and all Orders will terminate and the Customer will in addition to the obligations in Paragraph 8.4(a) and the Charges in Paragraphs 10.1(a) to 10.1(c), inclusive, pay BT the Charges set out in Paragraph 10.1(d).
- (c) Any breach under a specific Order will be treated as a breach of the Agreement.
- (d) On termination of an Order by either Party other than for cause, the Agreement and the Service provided under any other Order will continue until that other Order is terminated. The obligations set out in Paragraph 8.4(a) will apply to the terminated Order.
- (e) Where the Customer terminates an Order within the Minimum Period or Subsequent Minimum Period, the Customer will in addition to the obligations set out in Paragraph 8.4(a) and the Charges in Paragraphs 10.1(a) to 10.1(c), inclusive, pay BT the Charges set out in Paragraph 10.1(d).

9. **Charges and Invoicing**

- 9.1. The Charges set out in the Initial Order will apply to the Sites, Players, Display Screens and any other Services BT agrees to provide under the Initial Order. Where the Customer places

- a Further Order for additional Sites, Players, Display Screens and any other Services BT agrees to provide under the Further Order the Charges will be as set out in the Further Order.
- 9.2. The Customer will pay the Charges for the Service in accordance with Paragraph 9.4 in the amounts and currency specified in the Order.
- 9.3. Where a failure by the Customer to comply with Paragraph 8.1 prevents BT from shipping the Music Players, Video Players and/or Display Screens included in the Schedule of Activations BT will commence billing.
- 9.4. Unless stated otherwise in the Order, BT will invoice the Customer for:
- (a) One Off Charges on the Operational Service Date(s);
 - (b) Recurring Charges quarterly in advance on the first day of the relevant month (for any period where Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis);
 - (c) any Charges for any Product on the Operational Service Date, and those Charges which will apply from the date of delivery of that Product; and
 - (d) termination Charges within two months of termination of the Service.
- 9.5. BT may invoice the Customer for any of the following fees in addition to the Charges:
- (a) Charges for investigating Customer reported Incidents where BT finds no Incident or that the Incident is outside the Service Management Boundary;
 - (b) Charges for installing the In-Store Digital Signage and/or commissioning the Service as set out in Paragraph 7.2 outside of Business Hours;
 - (c) Charges for restoring Service if the Service has been suspended following a Customer's breach of the Agreement;
 - (d) Charges for expediting provision of the Service at the Customer's request in advance of the activation dates set out in the Schedule of Activations; and
 - (e) any other Charges set out in the Order or otherwise agreed between the Parties.

10. Termination Charges

- 10.1. Where the Agreement, the Service or an Order is terminated as set out in Paragraphs 8.4(a), 8.4(b), and 8.4(e) the Customer will pay to BT:
- (a) all outstanding Charges for Service rendered;
 - (b) replacement Charges for any BT Equipment not kept in accordance with Paragraph 12.2;
 - (c) any reasonable costs of recovery incurred by BT where the BT Equipment is not returned in accordance with Paragraph 8.4(a) and will provide BT with all reasonable assistance necessary to recover the BT Equipment from the Site(s); and
 - (d) where the Agreement, the Service or an Order is terminated as set out in Paragraphs 8.4(b), and 8.4(e), by way of compensation, early termination Charges as follows:
 - (i) for any Order terminated within its Minimum Period (whether termination of the Order is due to the termination of the Agreement, the Service or the Order) an amount equal to:
 - i. eight times the monthly Recurring Charge applicable to the terminated Order; plus
 - ii. the lesser of the monthly Recurring Charges due to the end of the Minimum Period or four months' Recurring Charges applicable to the terminated Order.
 - (ii) for any Order terminated within a Subsequent Minimum Period (whether termination of the Order is due to the termination of the Agreement, the Service or the Order) an amount equal to the lesser of the monthly Recurring Charges

due to the end of the Subsequent Minimum Period or four months' Recurring Charges applicable to the terminated Order.

11. Service Amendment

- 11.1. The Customer may at BT's discretion:
- (a) for a period of 180 days commencing on the date that BT ships the first Player under an Order, request on a monthly basis Additional Sites, additional Players and/or additional Display Screens under an Order which will be subject to the Charges and Minimum Period applicable to that Order; or
 - (b) add Additional Sites, additional Players and/or Display Screens to the Agreement after the 180 day period in which case this will be subject to a Further Order which will specify the Charges and Minimum Period applicable to that Further Order.
- 11.2. If the Customer exercises its right under Paragraph 11.1(b), and except where any amendment results from BT's failure to comply with its obligations under the Agreement, BT will, within a reasonable time, provide a written estimate to the Customer including:
- (a) the likely time required to deliver the amended Service; and
 - (b) any variations to BT's Charges arising from the amendment.
- 11.3. BT has no obligation to proceed with any amendment requested by the Customer under Paragraph 11.1(b), unless and until the Parties have agreed in writing on the necessary changes to its Charges, Schedule of Activations and any other relevant terms of the Agreement to take account of the change. Any agreed amendment will be documented in a Further Order.

12. Equipment

- 12.1. BT Equipment will remain the property of BT at all times. Risk in BT Equipment will pass to the Customer in accordance with the GTC.
- 12.2. The Customer will hold BT Equipment in accordance with the GTC and where the Customer does not comply with these obligations the Customer will pay BT's reasonable costs incurred in replacing the BT Equipment.
- 12.3. Faults in the Product:
- BT will pass on to the Customer the benefits of any warranty or guarantee that it has obtained from its supplier of the Product on the same terms, provided that:
- (a) the Product has been properly kept, used and maintained in accordance with the manufacturer's or BT's instructions, if any, and has not been modified except with BT's written consent; or
 - (b) the fault is not due to accidental or wilful damage; interference with or maintenance of the Product by persons other than BT; or
 - (c) the fault is not due to faulty design by the Customer where the Product has been manufactured to the Customer's design; or
 - (d) the Product has not been tampered with so as to invalidate the guarantee.
- This guarantee does not cover fair wear and tear.
- 12.4. Unless otherwise agreed by BT in writing, where the Product is installed by the Customer, the Customer will normally be required to return faulty Product to BT at the Customer's cost in suitable packaging marked "fragile" and where necessary by arrangement between BT and the Customer.
- 12.5. If the Customer reports a fault in the Product and BT finds that there is none or the fault falls outside of the guarantee, BT may apply a charge.
- 12.6. BT does not make any representations, whether express or implied, with respect to the interoperability between the Service and any Customer Equipment.

- 12.7. The Customer will have the right to reject the whole or any part of the Product that it reasonably considers are not in accordance with the Agreement. BT will at its own risk and expense, replace the rejected Product with Product that accord with the Agreement within 14 days of notice of rejection from the Customer.

13. Incident Reporting

- 13.1. BT and the Customer will agree a process for the reporting of Incidents. Throughout provision of the Service, if BT detects, or if the Customer reports an Incident, BT:
- (a) will following confirmation of an Incident, determine the problem and attempt to remotely fix the Incident within 8 hours;
 - (b) will where in BT's opinion an Incident requires:
 - (i) for In-Store Music – a replacement Music Player, BT will ship the replacement Music Player the next Business Day (for delivery to the Site within one week of shipment), which the Customer will install in accordance with Paragraph 7.1 (f); and/or
 - (ii) for In-Store Digital Signage - a replacement of BT Equipment, BT will replace the BT Equipment at the Site within two Business Days; and/or
 - (c) may request a Site visit, the date of which will be agreed with the Customer.
- 13.2. Where in BT's opinion the Incident is due to the Product, Paragraphs 12.3 to 12.5 will apply.

14. BT's Acceptable Use Policy

- 14.1. The Customer is responsible for its Content including the Multi-Media Content and that of any of its Users (including any Content hosted by the Customer or any User on behalf of third parties). The Customer will comply with the acceptable use policies of any connected networks and generally accepted Internet standard.
- 14.2. The Service must not be used:
- (a) fraudulently or in connection with a criminal offense 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 Agreement;
 - (d) to cause annoyance, inconvenience or needless anxiety; or
 - (e) send or provide or receive unsolicited advertising or promotional material.
- 14.3. The Customer must not use a Domain Name which infringes the rights of any person in a corresponding trade mark or name.
- 14.4. The Customer or anyone else, (with or without the Customer's knowledge or approval) uses the Service in contravention of this Paragraph 14 or uses the Service in any way which, 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, then BT can treat the contravention as a material breach and as such BT may either suspend the Service or terminate the Service in accordance with the GTC. If Service is suspended it will not be restored until the Customer provides an acceptable assurance that there will be no further contravention.

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Part C – Defined Terms

In addition to the defined terms in the GTC and Part A and Part B of this Schedule, the following defined terms apply in this Schedule (and in the case of conflict between these defined terms and the defined terms in the GTC, these defined terms will take precedence for the purposes of this Schedule):

“**Additional Sites**” has the meaning set out in Paragraph 6.3.

“**Audio System**” means audio amplifier with RCA Line input.

“**BT Account Manager**” means the person named on the Order or Further Order or any other person or persons nominated by BT.

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

“**Consents**” means all licences, rights, clearances and consents required to receive the Service including but not limited to the PPL for In-Store Music and for In-Store Digital Signage all authorisations and permissions necessary to broadcast the Multi-Media Content, including but not limited to all copyright, trademark and other Intellectual Property Rights.

“**Content Management System**” has the meaning set out in Paragraph 2.1(b).

“**Customer Contact**” has the meaning given in Paragraph 8.1(a).

“**Customer Screen**” has the meaning given in Paragraph 8.1(j).

“**Display Screen**” means a digital end-point (including the associated mountings and cabling) that shows Multi-Media Content in accordance with the specifications set out in the Order, and which is Product.

“**Domain Name**” means a readable name on an Internet page that is linked to a numeric IP address.

“**Further Order**” means an additional order for Additional Sites, Players and Display Screens placed after the 180 day period applicable to a previous order.

“**GTC**” means the General Terms and Conditions of the BT Product and Services Agreement.

“**In-Store Music**” has the meaning set out in Paragraph 1.2(a).

“**In-Store Digital Signage**” has the meaning set out in Paragraph 1.2(b).

“**Incident**” means a problem the Customer is experiencing with the Service.

“**Initial Order**” means the first order for the Service placed under the Agreement.

“**Internet**” means a global system of interconnected computer networks that use a standard Internet Protocol to link devices worldwide.

“**Installation Charges**” means Charges payable by the Customer for BT to install the Service.

“**Installation Instructions**” means the instructions in the manual included in the Music Player packaging.

“**Minimum Period**” has the meaning set out in the GTC and specified in paragraph 6.1.

“**Multi-Media Content**” means content and media including pictures, video clips, texts and graphics.

“**Network Connection**” means (i) for In-Store Music ETH port capable to full access to the Internet; bandwidth \geq 640kbps, and (ii) for In-Store Digital Signage ETH port capable to full access to the Internet; bandwidth \geq 800kbps.

“**One Off Charges**” means Charges billed on a one off basis as stated on the Order including but not limited to Installation Charges (including any configuration charges).

“**Operational Service Date**” or “**OSD**” means the date on which any Service or part of a Service is first made available to the Customer by BT under an Order.

“**Order**” means the Initial Order and any Further Order placed under this Agreement for Products or Services signed by both Parties.

“**Paragraph**” means a clause under this Schedule.

“**Player(s)**” means a Music Player and/or Video Player.

“Playlist” means for In-Store Music a basic sequence of music and for In-Store Digital Signage a basic sequence of Multi-Media Content.

“Power Supply” means for In-Store Music 220 V or 110 V ac (dependent upon the country in which the Music Player is installed) 50 W and for In-Store Digital Signage 220 V or 110 V ac (dependent upon the country in which the Video Player is installed) 200 W.

“PPL” has the meaning set out in Paragraph 8.1(g).

“Music Player” means a computer device (including any software) that enables the storing and playing of music in accordance with the specification set out in the Order, and which is provided to the Customer for use with the Service but will at all times remain BT Equipment.

“Recurring Charges” means the Charges payable by the Customer payable on a recurring basis calculated by reference to the Order.

“Schedule of Activations” means the list of Sites and activation dates in the format set out in Part D of this Schedule.

“Schedule of Playlists” means a timetable containing one or more Playlists.

“Services” has the meaning given in Paragraph 1.1.

“Service Centre” means the single point of contact helpdesk which is available 24 hours a day 365 days a year and which can confirm and raise Incidents and can provide support in English or any other language as set out in the Order. The Service Centre can be contacted by telephone or email as set out in the Order.

“Service Management Boundary” has the meaning given in Paragraph 3.1.

“Software” means any software provided by BT under the Agreement together with any embedded software and software necessary for the use of the BT Equipment and any associated written and electronic documentation and data provided by BT under the Agreement.

“Subsequent Minimum Period” has the meaning set out in Paragraph 6.1.

“User Security Details” means any IDs, user names, personal identification numbers, access keys and passwords associated with the Service.

“Video Player” means a computer device (including any software and associated mountings and cabling) that enables the storing and playing of Multi-Media Content in accordance with the specification set out in the Order, and which is provided to the Customer for use with the Service but will at all times remain BT Equipment.

“WEEE” has the meaning set out in Paragraph 8.3(a).

“WEEE Regulations” has the meaning set out in Paragraph 8.3(a).



Part D – Schedule of Activations Template

BT Schedule of Activations					Customer						
No	Site name	Location ID	ISV Y/N	ISR Y/N	Address	Country	Site contact name	Site contact email	Site contact telephone	Month Year required	Notes
1											
2											
3											
4											
5											
6											
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