

The Proto Hologram Service Schedule to the General Terms

Contents

Part A -	·The Proto Hologram Service	.2
1	Service Summary	.2
2	Purchasing Options	.2
3	Service Components	.2
4	Service Options	.3
5	Service Management Boundary	.3
6	Associated Services and Third Parties	3
7	Equipment	3
8	Specific Terms	
Part B -	Service Delivery and Management	7
9	BT's Obligations	
10	Your Obligations	8
11	Notification of Incidents	.10
Part C -	· Target Service Care Levels	.11
12	Target Service Care Levels	11
13	Requests for Service Credits	11
Part D -	- DefinedTerms	1′
14	Defined Terms	11

Part A - The Proto Hologram Service

1 Service Summary

BT will provide you with a right to access and use the Proto Hologram Service, beamed or streamed from one location into a hardware unit in another location. The hardware units can display live beamed content (people) and display prerecorded and pre-created content, comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 5 ("**The Proto Hologram Service**").

2 Purchasing Options

- 2.1 Type 1 Proto Epic.
- 2.2 Type 2 Proto M.
- 2.3 Type 1 and Type 2 together.

3 Service Components

BT will provide you with all the following standard service components ("**Standard Service Components**") in accordance with the details as set out in any applicable Order:

- 3.1 **Live Beam Kit:** Beams live content to one or many Proto devices. Includes computer, touchscreen, USB capture card, router, return feed monitor and return feed monitor stand; and
- 3.2 **Live Studio Kit:** Professional studio equipment that includes a camera, microphones, tripods, lighting, backdrop, monitors, earphones, memory cards, CPU, ethernet and HDMI cables; and
- 3.3 **Proto Cloud Account:** Proto Cloud is a secure content management system for the Proto Epic and Proto M purchasing options, accessible via a web browser. It supports scheduling, content playlists, and download management of holographic content to one or many devices. Proto Cloud also supports device management and remote administration of many hologram devices across your organisation.

For Customers who order Type 1

3.4 **Proto Epic:** Life-sized 7ft tall hologram device. It presents live or pre-recorded/pre-created holographic content. It comes equipped with quality 4K camera, microphone and speakers, networking and connectivity options such as HDMI, USB, and Wi-Fi, Ethernet, and has a fully interactive touch screen. Dimensions H: 87.5" x W: 54" x D: 28.1" Weight 421 lbs. (191kg); and

3.5 **Proto Epic Roadie Case or Wood Crate:**

- 3.5.1 The Customer must select one of:
 - (a) Proto Epic Roadie Case: Heavy duty transportation container for everyday use for the Proto Epic; or
 - (b) <u>Proto Epic Wood Crate</u>: Transportation container for one-time use for the Proto Epic; and
- 3.6 **Proto Epic Software License:** Software licensing to enable all features on the Proto Epic and Proto Cloud, mandatory with Proto Epic, and
- 3.7 **Proto Epic 3 Year Warranty:** Extends standard 12-month warranty terms over the period of 3 years, optional with Proto Epic.

For Customers who order Type 2

- 3.8 **Proto M:** Tabletop hologram device with a 21.5-inch display that presents live or pre-recorded/pre-created holographic content. It can be rotated to display in a portrait or landscape orientation. It comes equipped with quality 4K camera, microphone and speakers, networking and connectivity options such as HDMI, USB, and Wi-Fi, and has a fully interactive touch screen. Dimensions H: 29.8" x W: 12.6" x D: 8.6". Weight 8 lbs (3.6 kg); and
- 3.9 **Proto M Software License:** Software licensing to enable all features on the Proto M and Proto Cloud; mandatory with Proto M, and
- 3.10 **Proto M 3 Year Warranty:** Extends standard 12-month warranty terms over the period of 3 years optional with Proto M; and
- 3.11 **Proto M Travel Case:** Heavy duty travel case for the Proto M, mandatory with Proto M.

For Customers who order Type 3

3.12 All of the above Standard Service Components will be available for a Customer who orders both Type 1 and Type 2.

4 Service Options

BT will provide you with any of the following options ("Service Options") as set out in any applicable Order and in accordance with the details as set out in that Order:

- 4.1 Professional Services For example, BT Field Engineers performing installation and setup, BT Technical Consultant's performing configuration on behalf of the Customer.
- 4.2 Content Creation Where the Customer wishes to have bespoke digital content created but does not have their own resources or capabilities to do this, BT can provide a content creation service. BT will work with the Customer to understand your requirements, create a statement of works, provide a bespoke cost estimate, and create and provide the content.

5 Service Management Boundary

- 5.1 BT will provide and manage the Proto Hologram Service in accordance with Parts B and C of this Schedule and as set out in any applicable Order up to the Network Termination Unit ("Service Management Boundary").
- 5.2 BT will have no responsibility for the Proto Hologram Service outside the Service Management Boundary.
- 5.3 BT does not make any representations, whether express or implied, about whether the Proto Hologram Service will operate in combination with any Customer Equipment or other equipment and software.
- 5.4 BT does not guarantee the performance, image, and audio quality of beamed content over the public internet, nor the speed at which content is downloaded from Proto Cloud to individual Proto Epic and Proto M units.

6 Associated Services and Third Parties

- 6.1 You will have the following services in place that will connect to the Proto Hologram Service and are necessary for the Proto Hologram Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
 - 6.1.1 Internet connectivity;
 - 6.1.2 LAN/WLAN connectivity;
 - 6.1.3 LAN/WAN firewall port management;,

(each an "Enabling Service").

6.2 If BT provides you with any services other than the Proto Hologram Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.

7 Equipment

7.1 **Use of Purchased Equipment**

Until title in any Purchased Equipment transfers to you in accordance with Paragraph 7.4.2, you will:

- 7.1.1 keep the Purchased Equipment safe and without risk to health;
- only use the Purchased Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;
- 7.1.3 not move the Purchased Equipment or any part of it from the Site(s) without BT's written consent and, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 7.4.2, you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;
- 7.1.4 not make any alterations or attachments to, or otherwise interfere with, the Purchased Equipment, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 7.4.2, nor permit any person (other than a person authorised by BT) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the BT Equipment or Purchased Equipment;
- 7.1.5 not sell, charge, assign, transfer or dispose of or part with possession of the Purchased Equipment or any part of it;
- 7.1.6 not allow any lien, encumbrance or security interest over the Purchased Equipment, nor pledge the credit of BT for the repair of the Purchased Equipment or otherwise;
- 7.1.7 not claim to be owner of the Purchased Equipment and ensure that the owner of the Site(s) will not claim ownership of the Purchased Equipment, even where the Purchased Equipment is fixed to the Site(s);
- 7.1.8 obtain appropriate insurance against any damage to or theft or loss of the Purchased Equipment;



- 7.1.9 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or miss-use of the Purchased Equipment or where the Purchased Equipment is damaged, stolen or lost, except where the loss or damage to Purchased Equipment is a result of fair wear and tear or caused by BT;
- 7.1.10 ensure that the Purchased Equipment appears in BT's name in your accounting books;
- 7.2 where there is a threatened seizure of the Purchased Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the BT Equipment and Purchased Equipment.

7.3 BT Equipment

BT Equipment will remain BT's property at all times and risk in BT Equipment will pass to you upon delivery, whether or not the BT Equipment has been installed.

7.4 Purchased Equipment

7.4.1 Delivery and Installation of Purchased Equipment

- (a) You will provide BT with the name and contact details of at least one individual who is responsible for receiving the Purchased Equipment at the Site(s).
- (b) You will complete and return to BT a Delivery Logistics Assessment ("DLA") prior to delivery and installation of the Purchased Equipment to your chosen delivery address and installation location. BT will assess the completed DLA provided by the Customer and arrange for an engineer to attend the Site to verify the contents of the completed DLA and assess the Site before any Order is accepted.
- (c) Where a Site is located within the Territory, BT will dispatch any Purchased Equipment for delivery to the applicable Site as set out in any applicable Order.
- (d) Where a Site is located outside the Territory:
 - (i) you will act as the importer of record, clear the Purchased Equipment through the applicable customs authority in the destination country and be liable for any import tax, duty or excise duty incurred, and, if requested by BT, provide authorisation as soon as practicable, authorising BT or BT's agent to carry out BT's obligations as shipping agent. If you cannot give BT such authorisation, you will fulfil the shipping agent obligations on BT's behalf at your own cost; and
 - (ii) subject to your compliance with Paragraph 7.4.1(d)(i):
 - i. BT will deliver any Purchased Equipment to the applicable port of entry in the destination country; or
 - ii. if agreed between both of us in any applicable Order, BT will arrange shipping services to deliver the Purchased Equipment to the final destination address (es) as set out in any applicable Order.
- (e) Where a Site is located within the Territory, if agreed between both of us in any applicable Order, BT will, subject to Paragraph 7, install any Purchased Equipment at the applicable Site(s), and:
 - (i) provide a demonstration service of the Purchased Equipment
- (f) Where a Site is located outside the Territory, BT will, subject to your compliance with Paragraph 7.4.1(d)(i), only sell you Purchased Equipment and not any associated installation.

7.4.2 Transfer of Title and Risk

- (a) Where the Purchased Equipment is delivered to a Site that is located within the Territory:
 - (i) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you when you have paid for the Purchased Equipment in full;
 - (ii) where BT delivers or installs the Purchased Equipment, risk will pass to you on delivery of the Purchased Equipment, but you will not be liable for any loss or damage that is caused by BT's negligence; and
 - (iii) where BT does not deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment.
- (b) Where the Purchased Equipment is delivered to a Site that is not located within the Territory:
 - (i) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you upon dispatch from the final shipping point in the Territory (or in transit where shipped from outside the Territory); and
 - (ii) risk in the Purchased Equipment will pass to you in accordance with Incoterms® 2020 DAP, but you will not be liable for any loss or damage that is caused by BT's negligence.

7.4.3 Acceptance of Purchased Equipment

BT

The Proto Hologram Service Schedule

- (a) Where a Site is located within the Territory, BT will treat the Purchased Equipment as accepted:
 - (i) where BT does not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and
 - (ii) where BT installs the Purchased Equipment, the earlier of:
 - i. the Service Start Date; and
 - ii. where BT provides a Demonstration service of the Purchase Equipment and shows it is ready for use.
- (b) Where a Site is not located within the Territory, we will treat the Purchased Equipment as accepted on signature for the delivery at the port of entry, or at the final delivery address(es) that BT has agreed with you where BT are shipping the Purchased Equipment.

7.4.4 Warranty

- (a) During the period set out in the Order Form, if you report to BT in accordance with Paragraph 11 that there is an Incident in the Purchased Equipment due to faulty design, manufacture or materials, or BT's negligence, BT will, or will arrange for the manufacturer or other third party to, replace or (at BT's option) repair the part affected by, or causing, the Incident free of charge, unless:
 - (i) the Purchased Equipment has not been properly kept, used or maintained in accordance with the manufacturer's or BT's instructions, if any;
 - (ii) the Purchased Equipment has been modified without BT's written consent;
 - (iii) the Incident is due to damage, interference with or maintenance of Purchased Equipment by persons other than BT or a third party authorised by BT;
 - (iv) the Incident is due to faulty design by you where the Purchased Equipment has been customised or integrated into your systems to your design; or
 - (v) the Incident is due to fair wear and tear
- (b) If requested by BT, you will return the Purchased Equipment affected by an Incident to BT or to the manufacturer or other third party, in accordance with BT's instructions, for repair or replacement in accordance with Paragraph 7.4.4(a).
- (c) BT does not warrant that the Software supplied in accordance with the Contract is free from Incidents, but BT will remedy any defects that materially impair performance (where necessary, by arrangement between both of us) within a reasonable time.

7.4.5 **Security**

- (a) You will ensure the proper use of any user names, personal identification numbers and passwords used with the Purchased Equipment, and you will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.
- (b) BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.

7.4.6 **Software Licence**

On and from the Service Start Date, or, where BT installs any Purchased Equipment, from the date of installation, you will comply with the provisions of any Software licences provided with or as part of any Purchased Equipment.

7.5 **WEEE Directive**

- 7.5.1 You will comply with Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("WEEE Directive") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("WEEE").
- 7.5.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 7.5 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 7.5.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.

8 Specific Terms

8.1 Changes to the Contract

8.1.1 Subject to the remainder of this Paragraph 8.1, BT may amend the Contract (including the Charges) at any time by either:

BT

The Proto Hologram Service Schedule

- (a) publishing the amendment online at www.bt.com/pricing or www.bt.com/terms (or any other online address that BT advises you of); or
- (b) by giving reasonable prior Notice to you.
- 8.1.2 If BT amends:
 - (a) the General Terms, this Schedule, any applicable Annex, or the Order; and/or
 - (b) any of the Charges set out in the Order ,and the amendment is not exclusively to your benefit, BT will Notify you at least 30 days before the change is to take effect and Paragraph 8.1.4 will apply.
- 8.1.3 Subject to Paragraph **Error! Reference source not found.**, if BT amends any Charges (other than the One Off Charges, Subscription Charges), and the amendment is of material detriment to you, BT will Notify you at least 30 days before the change is to take effect and Paragraph 8.1.4 will apply.
- 8.1.4 Where BT makes an amendment under Paragraph 8.1 to which this Paragraph 8.1.4 is stated to apply, you may terminate the Contract for Proto Hologram Service without paying any Termination Charges provided that:
 - (a) you give Notice to BT within 30 days after the date of BT's Notice; and
 - (b) you pay all Charges for Proto Hologram Service that are performed during the 30-day notice period.
- 8.1.5 Nothing in this Paragraph 8.1 will affect BT's right to make amendments to the Contract (including the Charges) to comply with Applicable Laws, or to implement administrative changes that have no negative impact on the performance of the Proto Hologram Service. Paragraphs 8.1.4 and Error! Reference source not found. will not apply to such amendments.

8.2 Minimum Period of Service and Renewal Periods

- 8.2.1 You may request an extension to the Proto Hologram Service for a Renewal Period by Notice in writing to BT at least 30 days before the end of the Minimum Period of Service or Renewal Period ("**Notice of Renewal**").
- 8.2.2 If you issue a Notice of Renewal in accordance with Paragraph 8.2.1, BT will extend the Proto Hologram Service for the Renewal Period and:
 - (a) BT will continue to provide the Proto Hologram Service;
 - (b) the Charges applicable during the Minimum Period of Service will cease to apply and BT will invoice you the Charges set out in the Order from expiry of the Minimum Period of Service; and
 - (c) both of us will continue to perform each of our obligations in accordance with the Contract.
- 8.2.3 If you do not issue a Notice of Renewal in accordance with Paragraph 8.2.1, BT will cease delivering the Proto Hologram Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.
- 8.2.4 If either of us gives Notice to the other of an intention to terminate the Proto Hologram Service] BT will cease delivering the Proto Hologram Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.
- 8.2.5 BT may propose changes to this Schedule or the Charges (or both) by giving you Notice at least 90 days prior to the end of the Minimum Period of Service and each Renewal Period ("**Notice to Amend**").
- 8.2.6 Within 21 days of any Notice to Amend, you will provide BT Notice:
 - (a) agreeing to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period;
 - (b) requesting revisions to the changes BT proposed, in which case both of us will enter into good faith negotiations for the remainder of that Minimum Period of Service or Renewal Period, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period; or
 - (c) terminating the Contract at the end of the Minimum Period of Service or Renewal Period, as applicable.
- 8.2.7 If we have not reached agreement in accordance with Paragraph 8.2.6(b) by the end of the Minimum Period of Service or the Renewal Period, the terms of this Schedule will continue to apply from the beginning of the following Renewal Period unless you give Notice in accordance with Paragraph 8.2.6(c) or BT may give Notice of termination, in which case BT will cease delivering the Proto Hologram Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period as applicable.

8.3 Customer Committed Date

8.3.1 If you request a change to the Proto Hologram Service or any part of the Proto Hologram Service, then BT may revise the Customer Committed Date to accommodate that change.



8.3.2 BT may expedite delivery of the Proto Hologram Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

8.4 **EULA**

- 8.4.1 BT will only provide the Proto Hologram Service if you have entered into the end user licence agreement with the Supplier in the form set out at https://support.protohologram.com/hc/en-us/articles/13801078551437-Proto-Software-License-Agreement and at https://protohologram.com/terms, as may be amended or supplemented from time to time by the Supplier ("EULA").
- 8.4.2 You will observe and comply with the EULA for all any use of the applicable Software.
- 8.4.3 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the EULA, BT may restrict or suspend the Proto Hologram Service upon reasonable Notice, and:
 - (a) you will continue to pay the Charges for the Proto Hologram Service until the end of the Minimum period of Service; and
 - (b) BT may charge a re-installation fee to re-start the Proto Hologram Service.
- 8.4.4 You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between you and the Supplier and you will deal with the Supplier with respect to any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.
- 8.4.5 Where the EULA is presented in a 'click to accept' function and you require BT to configure or install Software on your behalf, BT will do so as your agent and bind you to the EULA.

8.5 Invoicing

- 8.5.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges in the amounts set out in any applicable Order:
 - (a) One-Time Charges;
 - (b) Subscription Charges;
 - (c) Installation Charges, on the Service Start Date, or where the installation period is estimated to be longer than one month, monthly in arrears starting from when you place an Order until the Service Start Date;
 - (d) any Charges for any Purchased Equipment from the Service Start Date, and those Charges that will apply from the date you take delivery or possession of that Purchased Equipment;
 - (e) Professional Services Charges;
 - (f) De-installation Charges within 60 days of de-installation of the Proto Hologram Service; and
- 8.5.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:
 - (a) Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
 - (b) Charges for commissioning the Proto Hologram Service in accordance with Paragraph 9.2 outside of Business Hours;
 - (c) Charges for expediting provision of the Proto Hologram Service at your request after BT has informed you of the Customer Committed Date; and
 - (d) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

8.6 Charges at the end of the Contract

8.6.1 Charges at the end of the Contract

If you terminate the Contract or the Proto Hologram Service for convenience in accordance with Clause 17 of the General Terms you will pay BT:

- (a) all outstanding Charges or payments due and payable under the Contract;
- (b) De-installation Charges; and
- (c) any other Charges as set out in any applicable Order.

8.7 **PCI DSS Compliance Obligations**

- 8.7.1 The Proto Hologram Service is not compliant with PCI DSS and you will not use the Proto Hologram Service for the processing, storage or transmission of any Cardholder Data or any data that is subject to PCI DSS.
- 8.7.2 You will indemnify BT for any Claims, losses, costs or liabilities that it incurs as a result of you storing, processing or transmitting data that is subject to PCI DSS.



8.8 Export of Content using Cloud Services

- 8.8.1 The Proto Hologram Service comprises of a cloud service that utilises software and technology that may be subject to export control laws of various countries. You are solely responsible for any compliance related to the way you use the Service and the location the Service is used including access by Users to the Service and for your Content transferred or processed using the Service, including any publication of such Content.
- 8.8.2 You will indemnify BT against all Claims, losses, costs or liabilities brought against BT as a result of, or arising out of or in connection with, your non-compliance with any laws (including sanctions and export control laws) of any country you use, access or transfer Content to.

Part B - Service Delivery and Management

9 BT's Obligations

9.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Proto Hologram Service, BT will:

- 9.1.1 provide you with contact details for the Service Desk;
- 9.1.2 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that you have notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract;
- 9.1.3 Complete a Delivery Logistics Assessment with you to confirm the ability to deliver the service into the specific location you have requested. This is required to ensure Proto Epic units can fit through doorways, stair wells, lifts and escalators, and within the ceiling height of the chosen location.

9.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 9.2.1 configure the Proto Hologram Service;
- 9.2.2 conduct a series of standard tests on the Proto Hologram Service to ensure that it is configured correctly;
- 9.2.3 connect the Proto Hologram Service to each Enabling Service; and
- 9.2.4 on the date that BT has completed the activities in this Paragraph 9.2, confirm to you the Service is available and ready for use by providing a demonstration of its standard features and capabilities.

9.3 **During Operation**

On and from the Service Start Date, BT:

- 9.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Target Service Care Levels in Part C of this schedule.
- 9.3.2 will work with the relevant supplier to restore service as soon as practicable during Business Hours.
- 9.3.3 may carry out maintenance from time to time and will use reasonable endeavours to inform you:
 - (a) at least five Business Days before any Planned Maintenance on the Proto Hologram Service, the BT Network, BT Equipment or Purchased Equipment, however, BT may inform you with less notice than normal where maintenance is required in an emergency;
- 9.3.4 may, in the event of a security breach affecting the Proto Hologram Service, require you to change any or all of your passwords;

9.4 The End of the Service

On expiry or termination of the Proto Hologram Service by either of us, BT will provide configuration information relating to the Proto Hologram Service provided at the Site(s) in a format that BT reasonably specifies.

10 Your Obligations

10.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Proto Hologram Service, you will:

- 10.1.1 provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Proto Hologram Service;
- 10.1.2 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);



- 10.1.3 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:
 - (a) inform your Users that as part of the Proto Hologram Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
 - (b) ensure that your Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required); and
 - (c) agree that BT will not be liable for any failure by you to comply with this Paragraph 10.1.3, you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph 10.1.3.
- 10.1.4 ensure that the LAN protocols and applications you use are compatible with the Proto Hologram Service;
- 10.1.5 Ensure the relevant and appropriate LAN and/or Firewall ports are open to ensure successful use of the Proto Hologram service;
- 10.1.6 prepare and maintain the Site(s) for the installation of BT Equipment and Purchased Equipment and supply of the Proto Hologram Service, including:
 - providing a suitable and safe operational environment for any BT Equipment or Purchased Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and applicable installation standards;
 - (b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect BT Equipment or Purchased Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance services;
 - (c) carry out any work that may be required after installation to make good any cosmetic damage caused during installation or maintenance;
 - (d) provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the Proto Hologram Service, BT Equipment or Purchased Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the Proto Hologram Service resulting from failure in the principal power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards; and
 - (e) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate.

10.2 **During Operation**

On and from the Service Start Date, you will:

- 10.2.1 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;
- 10.2.2 monitor and maintain any Customer Equipment connected to the Proto Hologram Service or used in connection with the Proto Hologram Service;
- 10.2.3 ensure that any Customer Equipment that is connected to the Proto Hologram Service or that you use, directly or indirectly, in relation to the Proto Hologram Service is:
 - (a) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means;
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the Proto Hologram Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (d) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;
- 10.2.4 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment:
 - (a) does not meet any relevant instructions, standards or Applicable Law; or
 - (b) contains or creates material that is in breach of the Acceptable Use Policy and you are contacted by BT about such material.
 - and redress the issues with the Customer Equipment prior to reconnection to the Proto Hologram Service;
- 10.2.5 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Proto Hologram Service;
- 10.2.6 maintain a written list of current Users and provide a copy of such list to BT within five Business Days following BT's written request at any time;



- 10.2.7 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Proto Hologram Service and:
 - (a) immediately terminate access for any person who is no longer a User;
 - (b) inform BT immediately if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
 - (c) take all reasonable steps to prevent unauthorised access to the Proto Hologram Service;
 - (d) satisfy BT's security checks if a password is lost or forgotten; and
 - (e) change any or all passwords or other systems administration information used in connection with the Proto Hologram Service if BT requests you to do so in order to ensure the security or integrity of the Proto Hologram Service.
- 10.2.8 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order;
- 10.2.9 not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case you will ensure the prior User will no longer have any right to access or use the Proto Hologram Service; and

10.3 The End of the Service

On expiry or termination of the Proto Hologram Service by either of us, you will:

- 10.3.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s);
- 10.3.2 disconnect any Customer Equipment from BT Equipment located at the Site(s);
- 10.3.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
- 10.3.4 arrange for any BT Equipment located at the Site(s) to be returned to BT; and
- 10.3.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

11 Notification of Incidents

Where you become aware of an Incident:

- 11.1 the Customer Contact will report it to the Service Desk;
- 11.2 BT will give you a Ticket;
- 11.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
 - 11.3.1 you confirm that the Incident is cleared within 24 hours after having been informed; or
 - 11.3.2 BT has attempted unsuccessfully to contact you, in the way agreed between both of us in relation to the Incident, and you have not responded within 24 hours following BT's attempt to contact you.
- 11.4 If you confirm that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.

Part C – Target Service Care Levels

12 Target Service Care Levels

- 12.1 From the Service Start Date, BT will provide the Proto Hologram Service with a Service Desk providing incident troubleshooting and incident management. The Service Desk is available 24/7 and contactable via phone on 0800 085 4840 or 02890 218137.
- 12.2 BT will endeavour to resolve incidents within the target timeframes in the table below. Where certain device parts may be required or entire unit replacements may be required, BT will endeavour to resolve the incident as quickly as reasonably practicable whilst taking into account parts and/or unit availability delivery leads times which may be subject to international shipping and customs clearances and outside of our control.
- 12.3 Where a Site visit from an engineer may be required, there is a target 48-hour lead time.
- 12.4 Standard Target Service Care Levels (Reactive Incidents only) for Service Desk:

Priority	Target Clearance Time	Mean time to resolve	
1 (Critical)	< 4 Hours	2 Hours	

2 (High)	<8 Hours 4 Hours	
3 (Medium)	<72 Hours	48 Hours
4 (Low)	<72 Hours	72 Hours

12.5 The Target Clearance Time in respect of P1 applies where a remote software fix is required. This Target Clearance Time or Mean time to resolve will not apply where there is any requirement to attend a Site and/or repair/replace any hardware.

13 Requests for Service Credits

13.1 There are no Service Credits for this Proto Hologram Service.

Part D - Service Management

The Proto Hologram Service Management Schedule

This document sets out the Proto Hologram service management functions performed by the Service Desk.

Section A - Service Desk

Scope of Service Desk

The Service Desk performs the following functions:

- incident management.

The Service Desk:

- acts as a single point of contact for incidents, escalations and queries relating to the Proto Hologram Service;
- is available 24 hours a day, 7 days a week to receive incidents and escalations; and
- is responsible for the management and resolution of all incidents.

BT will deploy standard systems and tools to support the Proto Hologram Service.

The Customer will be supported from a shared-desk environment and will not receive a dedicated team of Service Desk staff.

Location of Service Desk

The Service Desk will be located in one of BT's global hubs. If BT needs to relocate the assigned Service Desk, BT will not inform the Customer of this change of location.

BT will not permanently locate any personnel at any Customer Site.

Language

All communications, whether spoken or written, will be in the English language, unless otherwise agreed. Other language capabilities are available as an upgraded service option.

Section B - Incident Management

Scope and Obligations

Incident management involves diagnosing and resolving incidents so that the Proto Hologram Service can be restored to normal business operations as quickly as possible.

BT:

- will only progress incidents that are within BT's Service Management Boundary;
- has responsibility for coordinating and managing each incident from the time the incident is reported to the Service Desk, through to its resolution or reassignment to Customer, as applicable;
- will provide incident management using a professional, multi-skilled team from the assigned global hub;



 will progress incidents in line with the contracted Target Service Care Levels and the contracted hours of service

Incident Creation

- Incidents will be identified reactively when reported by Customer to BT using the contact methods set out in this Schedule.
- o All incidents are recorded on BT's standard incident management system. Once created, a system generated message is sent to Customer providing a unique reference number and priority level.

Incident Response and Keeping the Customer Informed

- Throughout the lifecycle of the incident, BT will use NGSD/SNOW for proactive and reactive incidents and will provide regular updates via the BT My Account Portal.
- The incident clock starts when the incident is recorded in the BT Service Desk. Response time is measured from the time an incident record is created until the Customer has been informed that the incident has been received and is being worked on.
- When BT is waiting for further information or input from Customer, or when the incident falls outside of the contracted hours of service, the incident clock will be suspended. It will be restarted once input has been received or when the Proto Hologram Service is back within the contracted hours of service. During any suspension time, there will be no status updates and any affected Service Levels are disapplied.

Prioritisation

- o Priority levels are based on impact (the severity of the situation) and urgency (how important and business critical the Site or the Proto Hologram Service is to the Customer).
- o Incident priority levels are assigned as follows:

Incident Priority Level	Description
P1	Proto Epic and/or M units are completely unresponsive and unusable. Live Beaming is completely unusable, where internet connectivity and LAN connectivity are proven not to be at fault
P2	Proto Epic and M units are functional, but with minimal usability, such as stuttering and intermittent touch screen responsiveness, and where Live Beaming of poor quality and appears to lag/buffer, and where internet connectivity and LAN connectivity are proven not to be at fault
P3	Proto Epic and M units are functional, and Live Beaming is performing as expected, but unit Operating System updates fail to complete, and units suffer occasional unexpected restarts
P4	Users encounter minor usability issues, but none of which prevent Live Beaming or pre- recorded or created content from displaying correctly.

DOWNGRADING OF PRIORITY LEVELS

o If an incident is found to have been caused by a Customer power related issue, Customer induced (i.e. caused by an issue within the Customer's own scope of responsibility), or planned maintenance work, the priority level will be downgraded. In each of these cases, Customer will be informed, with reasons, prior to downgrading the priority level to P4.

Escalation

- BT will automatically escalate incidents if they hit certain trigger thresholds during the incident management process. However, BT acknowledges that there may be times when the Customer may want to escalate an incident itself. In this case, the Customer will need to request this via the Service Desk whilst providing justification for doing so,
- o BT operates a 5-level incident escalation model:

Location	Time	Escalation Level	Name
Belfast		1	Service Desk
	24/7		
Belfast	24/7	2	Service Desk Manager or Senior Analyst
Belfast	Mon - Fri GMT 8am till 5pm	3	Senior Operations Manager
Belfast	24 Mon - Fri GMT 8am till 5pm	4	Senior Manager Major Incident Management
Belfast	Mon - Fri GMT 8am till 5pm	5	Head of Service Operations

- The key principles of escalation are as follows:
 - escalations will only be handled for active Service-impacting incidents (priority 1-3);
 - to escalate, Customer should always contact the BT Service Desk (Level 1) to perform escalations. The BT Service Desk will then escalate to the right level within BT to ensure appropriate action is taken;
 - incidents related to matters beyond BT's reasonable control cannot be escalated (e.g. force majeure incidents).

 These types of incidents will also be excluded from any Service Target Care Level measurements.

Incident Investigation and Diagnostics

o BT will carry out necessary diagnostics to identify the cause of the incident and devise a plan to resolve it. BT will engage with the Customer if further information is required to assist the diagnosis and resolution of the incident.

Restoration and Closure

- o BT will restore the Proto Hologram Service by addressing the root cause of the incident or providing an acceptable workaround agreed with the Customer.
- Where possible, BT will resolve incidents remotely. Where this is not possible, the BT Service Desk will engage with BT Field Services and/or third-party suppliers, if required, and co-ordinate the resolution of the incident. If an engineer is required to attend site, Customer will be required to provide reasonable access so that BT can remedy the incident. If the Site is not accessible 24/7, the engineer will attend on-site the following business day and the incident ticket clock will be suspended during the hours in which site access is not available.
- When BT determines that the incident is resolved, the ticket will be marked as resolved and Customer will be informed. BT will verify with Customer to make sure that Customer is reasonably satisfied that the incident is resolved before BT closes the incident ticket. If the incident is still not resolved for any objective reason, BT may carry out further diagnostics until the incident is remedied. If BT is unable to reach Customer to confirm incident resolution, BT will attempt to contact Customer three times in total, at regular intervals, before automatically closing the incident ticket.
- o BT keeps a record of all incidents, including the cause of the incident and what action has been taken to resolve.

Hours of Service and How to Report an Incident

 Customer may raise incidents with BT 24 hours a day, 7 days a week via contacting the Service Desk and/or via the My Account Portal (if the My Account Portal is available to the customer).

Part E- Defined Terms

14. Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading this Schedule.

"BT Price List" means the document containing a list of BT's charges and terms that may be accessed at: www.bt.com/pricing (or any other online address that BT may advise you).

"Business Hours" means between the hours of 0800 and 1700 in a Business Day.

"Cardholder Data" means the unique payment card number (typically for credit or debit cards) that identifies the issuer and the particular cardholder account.

"Content" means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.

"Content Creation" means a service of which can be provided at an additional cost to support you create bespoke content to display within your Holo Fuse products.

"Customer Equipment" means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with a Proto Hologram Service.

"DAP" means Delivered at Place as defined in Incoterms® 2010.

"Delivery Logistics Assessment" the form that the Customer will populate and provide to BT prior to a site engineer being engaged to assess the delivery and any installation requirements if BT are providing the installation services or if the Customer is undertaking the installation service. This completed form will be required prior to BT accepting any Order from a Customer.

"Domain Name" means a readable name on an Internet page that is linked to a numeric IP Address.

"Enabling Service" has the meaning given in Paragraph 6.1.

"EU" means European Union.

"EULA" has the meaning given in Paragraph 8.4

"General Terms" means the general terms to which this Schedule is attached or can be found at www.bt.com/terms, and that form part of the Contract.

"Incident" means an unplanned interruption to, or a reduction in the quality of, the Proto Hologram Service or particular element of the Proto Hologram Service.

"Incoterms® 2020" means the International Commercial Terms, which are a series of pre-defined commercial terms published by the International Chamber of Commerce and are a trademark of the International Chamber of Commerce.

"Proto Hologram Service" has the meaning given in Paragraph 1.

"Installation Charges" means those Charges set out in any applicable Order in relation to installation of the Proto Hologram Service or any Purchased Equipment, Customer Equipment or BT Equipment as applicable.

"Internet" means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

"Internet Protocol" or "IP" means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

"IP Address" means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.

"Licence" means the two Eula Links referred to in this Schedule.

"Local Area Network" or "LAN" means the infrastructure that enables the ability to transfer IP services within Site(s) (including data, voice and video conferencing services).

"Minimum Period of Service" means a period of 12 consecutive months beginning on the Service Start Date, unless set out otherwise in any applicable Order.

"Network Termination Unit" means a switch or router.

"Notice of Renewal" has the meaning given in Paragraph 8.2.1.

"Notice to Amend" has the meaning given in Paragraph 8.2.5

"Planned Maintenance" means any maintenance BT has planned to do in advance.



- "Professional Services" means those services provided by BT which are labour related services, such as Professional Installation services.
- "Renewal Period" means for each Proto Hologram Service, the initial 12-month period following the Minimum Period of Service, and each subsequent 12 month or such longer period that is agreed.
- "Service Care Targets" means the times to respond to or repair an Incident that BT will endeavour to achieve in response to a fault report and that are based on the Access Line, as set out in Paragraph 12
- "Service Desk" means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the Proto Hologram Service.
- "Service Management Boundary" has the meaning given in Paragraph 5.
- "Service Options" has the meaning given in Paragraph 4.
- "Site" means a location at which the Proto Hologram Service is provided.
- "Service Care Target Level" means the category, as set out in any applicable Order, which, in accordance with the table set out at Paragraph 12.4, specifies the following in relation to the Proto Hologram Service, Site or Circuit:
- "Standard Service Care Target Level Priorities" as described in the Service Management Schedule.
- "Standard Service Components" has the meaning given in Paragraph 3.
- "Supplier" means Proto
- "Territory" means the UK.
- "Ticket" means the unique reference number provided by BT for an Incident and that may also be known as a "fault reference number".
- "WEEE" has the meaning given in Paragraph 7.4
- "WEEE Directive" has the meaning given in Paragraph 7.4