



Drone Survey Services Schedule to the General Terms

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Part A – The Drones Survey Service

1 Introduction

- 1.1 This is the Schedule that applies to the Drone Survey Services. The Drones Survey Services also has its own Order with further detailed terms.
- 1.2 As part of the Drone Survey Services, BT will provide you with access to the Platform, which has its own Platform Terms of Use. The Platform Terms of Use is incorporated into your Contract and forms part of the terms of use for the Drone Survey Services.
- 1.3 In the event of any conflict or inconsistency between this Schedule and the Platform Terms of Use, this Schedule shall take precedence.

2 Service Summary

- 2.1 BT will provide you with a right to access and use the Drones Survey Services comprising:
 - 2.1.1 the Standard Service Components; and
 - 2.1.2 any of the Service Options as set out in any applicable Order.
- 2.2 Drone Survey Services are only available in the UK.

3 Standard Service Components

BT will provide you with access to the Platform which provides you, through Users, with the ability to securely request Drone Surveys and to access Drone Survey Output arising from those requests, subject to compliance with the Platform Terms of Use (all "**Standard Service Components**").

4 Service Options

- 4.1 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:
 - 4.1.1 3D Modelling Services: a digital 3D representation of the Drone Survey Output, subject to compliance with any applicable terms to this service.

5 Specific Terms

5.1 Minimum Term and Charges

- 5.1.1 The Minimum Term will be set out in the Order. During the Minimum Term you can access the Platform to request Drone Surveys and receive Drone Survey Output.
- 5.1.2 You are entitled to and commit to order a fixed number of Drone Surveys during the Minimum Term (the "**Minimum Quantity**") as set out in the Order and at the Charge per Drone Survey set out in the Order. Any additional Drone Survey above the Minimum Quantity, will be charged at the Charge per Additional Drone Survey set out in the Order.
- 5.1.3 Service Options will be charged in the same manner.
- 5.1.4 Unless terminated earlier in accordance with its terms, the Contract will expire at the end of the Minimum Term.

5.2 Termination for Convenience

For the purposes of Clause 17 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate the Drone Survey Services by giving 30 days' Notice to the other.

5.3 Cancellation and Charges at the end of the Contract

5.3.1 Cancellation Charges for Drone Surveys

You may cancel a Drone Survey or any Service Option at any time up until it is marked as "In Progress" in the Platform. Once the request is marked "In Progress" in the Platform it can no longer be cancelled - that Drone Survey will count towards the Minimum Quantity and you will pay BT the Charge for that Drone Survey or Service Option.

5.3.2 Consequences and Charges at the end of the Contract

- (a) If either of us terminates the Drone Survey Services or if the Contract is terminated or expires, all Drone Surveys that are marked as either: (i) "Request submitted"; (ii) "More information required"; (iii) "Cancelled"; and (iv) "Accepted" will also be cancelled. All other Drone Surveys will be completed and invoiced in accordance with the Contract.



- (b) Upon any termination or expiry of the Contract, you will pay to BT all outstanding Charges or payments due and payable under the Contract.
- (c) In addition, if:
 - (i) you terminate the Contract or the Drone Survey Services for convenience in accordance with Clause 17 of the General Terms; or
 - (ii) BT terminates the Contract under Clause 18.1 or Clause 18.2 of the General Terms; or
 - (iii) at the end of the Minimum Term you have not met the Minimum Quantity and paid the Total Charges,at the end of the Contract, BT will invoice you and you will pay any shortfall between the Charges for Drone Surveys already invoiced and the Total Charges set out in the Order.

5.4 Changes to the Contract

- 5.4.1 Subject to the remainder of this Paragraph 5.4, BT may amend the Contract (including the Charges) at any time by either:
 - (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.
- 5.4.2 If BT amends the General Terms, this Schedule or 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 5.4.4 below will apply.
- 5.4.3 If BT amends any 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 5.4.4 below will apply.
- 5.4.4 Where BT makes an amendment under Paragraph 5.4.1 above to which this Paragraph 5.4.4 is stated to apply, you may terminate the Contract for Drone Survey Services without paying the Charges at Paragraph 5.3.2(c) 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 Drone Survey Services that are performed up to and during the 30-day notice period.
- 5.4.5 Nothing in this Paragraph 5.4 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 Service. Paragraph 5.4.4 above will not apply to such amendment.

5.5 Invoicing

- 5.5.1 BT will invoice you for the following Charges in the amounts set out in any applicable Order:
 - (a) Charges for Drone Surveys monthly or quarterly in arrears (depending on your billing frequency) for Drone Surveys that either: (i) are "Complete"; or (ii) were cancelled by the User after they were "In Progress" in the Platform. This includes, where relevant, any Additional Drone Survey Charges;
 - (b) Charges for Service Options monthly or quarterly in arrears (depending on your billing frequency) for Service Options requested including, where relevant, any Additional Service Options Charges. Where the Service Option is for 3D Modelling Services, the Service Option will be invoiced in the same manner as Drone Surveys set out in Paragraph 5.5.1 (a) above; and
 - (c) any shortfall in Total Charges paid in accordance with Paragraph 5.3.2 above upon termination of the relevant Service.
- 5.5.2 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) any additional fees incurred by BT as a result of you or your Users failure to comply with your obligations set out in Paragraph 7 below and in particular Paragraphs 7.2.2 to 7.2.4 below; and
 - (c) any other Charges as set out in any applicable Order or as otherwise agreed between both of us.

5.6 PCI DSS Compliance Obligations

- 5.6.1 The Drones Survey Service is not compliant with PCI DSS and you will not use the Drones Survey Service for the processing, storage or transmission of any Cardholder Data or any data that is subject to PCI DSS.
- 5.6.2 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.

5.7 EULA

- 5.7.1 BT will only provide the 3D Modelling Services if you have entered into the end user licence agreement with the Supplier, as may be amended or supplemented from time to time by the Supplier ("**EULA**").



- 5.7.2 You will observe and comply with the EULA for all and any use of the applicable Software and any Software provided by the Supplier.
- 5.7.3 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 Drones Survey Services upon reasonable Notice, and you will immediately pay any amounts outstanding of the Total Charges for the Service.
- 5.7.4 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.
- 5.7.5 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.
- 5.8 **Export of Content using Cloud Services**
- 5.8.1 The 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 use of the Content transferred or processed using the Service, including any publication of such Content.
- 5.8.2 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.
- 5.9 **Drone Survey Outputs**
- 5.9.1 **Drone Survey Outputs and 3D Drone Survey Outputs**
As between you and BT, you shall own the copyright that subsists in Drone Survey Output and 3D Drone Survey Output.
- 5.9.2 **Disclaimer in relation to Drone Survey Outputs and 3D Drone Survey Outputs**
BT does not grant any right or make any warranty with regard to the use of names, people, trademarks, trade dress, logos, registered, unregistered or copyrighted audio, designs, works of art or architecture depicted or contained in the Drone Survey Outputs and/or 3D Drone Survey Outputs. In such cases, you are solely responsible for determining whether release(s) is/are required in connection with your proposed use of the Drone Survey Outputs and/or 3D Drone Survey Outputs, and you are solely responsible for obtaining such release(s).
- 5.9.3 **BT's rights to use Drone Survey Outputs and 3D Drone Survey Outputs**
You grant a non-exclusive, irrevocable, royalty-free, perpetual, transferable licence to BT and its Affiliates, acting by themselves or by third parties on their behalf, and with the right to sub-licence, access, download and use the Drone Survey Output for any purpose without restriction, including to improve the Drone Survey Services.
- 5.9.4 **Indemnity in relation to Drone Survey Outputs and 3D Drone Survey Outputs**
Without prejudice to the indemnity at Paragraph 5.8.2 above, you will indemnify BT for any Claims, losses, costs or liabilities brought against BT for alleged or actual infringement of a third party's Intellectual Property Rights or breach of their confidential information that results from or is connected with Drone Survey Outputs and/or 3D Drone Survey Outputs.
- 5.10 **Data Protection**
- 5.10.1 Each of us will be an independent Controller in respect of any Personal Data that is contained in Drone Survey Output and 3D Drones Survey Output ("**Survey Output Data**").
- 5.10.2 BT may Process Survey Output Data as an independent Controller for any purpose without restriction.
- 5.10.3 Although both of us do not anticipate BT will act as a Processor of Survey Output Data on your behalf, in the event this is the case, the relevant clauses in the General Terms will apply.

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Part B – Service Delivery and Management

6 BT's Obligations

6.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Drone Survey Services, BT will:

- 6.1.1 provide you with an invitation to join and access to the Platform;
- 6.1.2 provide you with a welcome pack, including information regarding the onboarding journey, "how to's" and FAQ, and contact details for the Service Desk;

6.2 During Operation

On and from the Service Start Date, BT:

- 6.2.1 may refuse to conduct Drone Surveys which are requested outside of the Minimum Term;
- 6.2.2 may refuse to conduct Drone Surveys for any reason, including but not limited to health and safety issues and issues pertaining to adverse weather conditions;
- 6.2.3 will conduct Drone Surveys within a reasonable timeframe. For avoidance of doubt, the minimum timeframe from you requesting a Drone Survey to it being completed is 15 Business Days;
- 6.2.4 will respond and use reasonable endeavours to support any general queries regarding the Platform or the Drone Survey Services, including any specific requests relating to a Drone Survey;
- 6.2.5 will respond and use reasonable endeavours to remedy an Incident without undue delay; and
- 6.2.6 may carry out Maintenance from time to time and will use reasonable endeavours to inform you prior to any Planned Maintenance on the Drone Survey Services;
- 6.2.7 may, in the event of a security breach affecting the Drone Survey Services, require you or any Users to change any or all of your passwords.

6.3 The End of the Service

On expiry or termination of the Drone Survey Services by either of us, BT will remove any Content from the Platform.

7 Your Obligations

7.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Drone Survey Services, you will:

- 7.1.1 provide BT with accurate and up to date information as requested as part of the onboarding of you and your Users to the Platform;
- 7.1.2 provide BT with accurate and up to date information as part of any Drone Surveys. Failure to do so may result in additional Charges or delays in completing any requests for Drone Surveys;
- 7.1.3 where relevant, provide any on-site contacts with notice that BT engineers will be attending the relevant sites. In the event that you fail to do so, or BT is not given access to any relevant site, there may be additional Charges or delays in completing any request for Drone Surveys; and
- 7.1.4 ensure that you have the relevant authority for any sites on which you have made requests for Drone Surveys and that the appropriate authorisations are in place for BT to attend those sites.

7.2 During Operation

On and from the Service Start Date, you will:

- 7.2.1 in relation to the Platform:
 - (a) distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access;
 - (b) ensure that all Users agree to the Platform Terms of Use;
 - (c) maintain a written list of current Users and provide a copy of such list to BT within 5 Business Days following BT's written request at any time;
 - (d) ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Platform and:
 - (i) immediately terminate access for any person who is no longer a User;
 - (ii) 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;
 - (iii) take all reasonable steps to prevent unauthorised access to the Platform and the Drone Survey Services;



- (iv) satisfy BT's security checks if a password is lost or forgotten; and
 - (v) change any or all passwords or other systems administration information used in connection with the Platform and the Drone Survey Services if BT requests you to do so in order to ensure the security or integrity of the Drone Survey Services;
 - (e) ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order;
 - (f) 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 Platform; and
- 7.2.2 provide BT with all information, in relation to both the Platform and the Drone Survey Services in a timely manner that is necessary for BT to provide the Drone Survey Services and ensure that all such information provided is accurate and complete; failure to do so may result in additional Charges or delays in completing any requests for Drone Surveys;
- 7.2.3 ensure that you and your Users have obtained and maintain all necessary licences and consents and comply with all relevant legislation as is required to enable BT to conduct any Drone Surveys or Service Options requested by you or your Users;
- 7.2.4 ensure that you have the relevant authority for any sites on which you or your Users have requested Drone Surveys or Service Options and that the appropriate authorisations are in place for BT to attend those sites.

8 Notification of Incidents

Where you become aware of an Incident:

- 8.1 the User will report it to the Service Desk;
- 8.2 BT will give you a Ticket;
- 8.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
 - 8.3.1 you confirm that the Incident is cleared within 24 hours after having been informed; or
 - 8.3.2 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.
- 8.4 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.

9 Service Levels

- 9.1 There are no service levels for the Drone Survey Services.

Part C – Defined Terms

10 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.

"3D Drone Survey Output" means 3D models of Drone Survey Output created pursuant to the provision of 3D Modelling Services;

"3D Modelling Services" has the meaning given in Paragraph 4.1.1 above;

"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 including but not limited to Drone Survey Output and 3D Drone Survey Output (where applicable);

"Controller", **"Personal Data"**, **"Process"** and **"Processor"** have the meaning given to them in the GDPR;

"Drone Survey" means a drone survey requested by a User on the Platform;

"Drone Survey Output" means the electronic file (in any format) containing content including but not limited to photographs, audiovisual or other audio or visual content and/or written content that is made available on the Platform or via third parties as the result of a request by a User on the Platform for a Drone Survey;



"**Drone Survey Services**" has the meaning given in Paragraph 2.1 above;

"**EULA**" has the meaning given in Paragraph 5.7.1 above;

"**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 Drone Survey Services or particular element of the Drone Survey Services;

"**Minimum Quantity**" has the meaning given to it in Paragraph 5.1.2 above;

"**PCI DSS**" means the Payment Card Industry Data Security Standards, a set of policies and procedures, issued by the PCI Security Standards Council LLC (as may be adopted by local regulators) and intended to optimise the security of credit and debit card transactions and protect cardholders against misuse of their personal information;

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

"**Platform**" means BT's platform as a service known as Drone360;

"**Platform Terms of Use**" means the Platform terms of use which a User must agree to before using the Platform and which are available <https://drone360.bt.com/terms-of-use>;

"**Service Desk**" means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the Drone Survey Services;

"**Service Options**" has the meaning given in Paragraph 4 above;

"**Standard Service Components**" has the meaning given in Paragraph 3 above;

"**Supplier**" means DroneDeploy, Inc, a company incorporated in 548 Market St. #34583 San Francisco, CA 94104;

"**Survey Output Data**" has the meaning given to it in Paragraph 5.10.1 above;

"**Ticket**" means the unique reference number provided by BT for an Incident and that may also be known as a "**fault reference number**".