

BT Redcare View

Schedule to the General Terms

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BT Redcare View Schedule to the General Terms

A note on 'we' and 'you'

'We', 'us' and 'our' mean BT.

'You' and 'your' mean the Customer.

Phrases that refer to 'either', 'neither', 'each of us', 'both of us', 'we each' or 'we both' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.

Part A – The Service

1. Service Summary

We will provide you with a closed circuit television service which allows you to receive a closed circuit television ("CCTV") signal using mobile surveillance equipment with BT Wi-fi or Mobile Network Service for either the immediate transmission of low bandwidth CCTV images or the storage of images within the Minicam for later download, comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options that are selected by you as set out in any applicable Order, (the "Service").

2. Standard Service Components

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

- 2.1 **Minicam:** a Minicam incorporating a camera which is suitable for use outdoors and has pan/tilt/zoom ("PTZ") capability, a video encoder for video streaming and a router for transmission services. We will provide you with a SIM Card as standard with the Minicam.
- 2.2 **Storage:** storage integrated within the Minicam enabling images to be stored within the camera.
- 2.3 **View Service Platform:** access to a view service platform for access and distribution of images using secure routines.
- 2.4 **Viewing Application Software:** Viewing Application Software, known as TVI Control Centre, for receiving and displaying the CCTV images on a Windows PC, Android mobile device or Apple iOS mobile device. The Viewing Application Software includes a maximum of 5 User accounts as part of the standard Service.
- 2.5 **Data Streaming:** data streaming to enable CCTV images to be downloaded from the Minicam. We will provide 2 gigabytes of data transfer each month for each camera. We will charge you for any further usage in accordance with any applicable Order.

3. Service Options

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

- 3.1 Encoder: an Encoder enables you to connect your existing cameras to the Service. If requested, we will provide you with a SIM Card for use with the Encoder.
- 3.2 Extended manufacturer's warranty under the terms and conditions specified by the manufacturer.

4. Interoperability

We do not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software.

5. Associated Services

- 5.1 If we provide you with any services other than the Service this Schedule will not apply to those services and those services will be governed by their separate terms and conditions.

6. Specific Terms and Conditions

6.1 Changes to the Contract

6.1.1 We can amend the Contract (including the Charges) at any time by either:

- (a) publishing the amendment online at http://www.redcare.bt.com/Terms_conditions.html (or any other online address that we advise you of); or
- (b) by giving Notice to you for amendments that cause you material detriment, at least 30 days before the change is to take effect and, in the case of any other amendments, at least one day before the change is to take effect.

6.1.2 If we make any amendment to the Contract that causes you material detriment, you will not have to pay any Termination Charges if you choose to terminate this Contract under Clause 17 of the General Terms within:

- (a) 90 days after the date of notification if we have only published the amendment online under paragraph 6.1.1(a); or
- (b) 30 days after the date of the Notice if we have given you Notice under paragraph 6.1.1(b).

6.1.3 On or after the expiry of the Minimum Period of Service, we will review the Recurring Charges for the Service and notify you in writing of any changes to such Recurring Charges. We will notify any revision to you in accordance with this paragraph 6.1 and any such revisions will only become effective after the end of the Minimum Period of Service. We will not amend the Charges set out in the Order during the Minimum Period of Service unless required to do so to comply with legal or regulatory obligations.

6.2 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 Service or any Order by giving 90 days' Notice to the other.

6.3 Minimum Period of Service

At the end of the Minimum Period of Service, unless one of us gives Notice to the other of an intention to terminate the Service in accordance with the Contract, we will continue to provide the Service and both of us will continue to perform each of our obligations in accordance with the Contract.

6.4 Access to Emergency Services

We will not provide the ability for Users to call the emergency services by dialling "999" or "112" and therefore alternative arrangements should be made to cover this including the maintenance of a fixed telephone number.

6.5 EULA

6.5.1 We will only provide the Service if you have entered into an end user licence agreement with us in the form set out at Appendix 1, as may be amended or supplemented from time to time by us ("EULA").

6.5.2 By accepting the terms of the EULA you acknowledge their conditions and agree to observe and comply with them for any and all use of the View Service Platform.

6.5.3 If you do not comply with or observe the EULA, we may restrict, suspend or terminate the Service upon reasonable Notice. Clause 15 of the General Terms will apply to any restriction or suspension of the Services under this paragraph 6.5 and Clauses 18.2, 20 and 21 of the General Terms will apply to any termination of the Services under this paragraph 6.5.

6.5.4 You will accept responsibility in accordance with the terms of the EULA for the use of the Software accessible through Services.

6.6 Freedom of Information

6.6.1 We will mark any Confidential Information given to you in connection with the Contract "In Confidence" and you will not disclose such Confidential Information to any person without our consent.

6.6.2 We believe that such information will be exempt from the duty to confirm or deny, and from disclosure, under the Freedom of Information Act 2000.

6.6.3 If you receive a request under the Freedom of Information Act 2000 that encompasses any information you hold in connection with the Contract, you will notify us, to the extent lawfully possible, of the request and you will allow us at least 10 Business Days in which to make representations.

6.7 Stored Video Data

6.7.1 Video data recorded by the Customer Equipment is your property. You are responsible for video data stored on any Customer Equipment and for the recovery of stored video data from faulty Customer Equipment.

6.7.2 We are not responsible for loss of video data stored on any Customer Equipment either during normal operation or in the event of an Incident with the Service.

6.8 Service Constraints

You acknowledge and accept that the Service is subject to the following constraints:

6.8.1 images from the Service can only be viewed on the View Service Platform using the Viewing Application Software as set out in paragraph 2.4 or an Apple iOS mobile device or Android mobile device if you download the appropriate watch app in accordance with paragraph 8.2.27. If you wish to view and download the images on your PC through your existing Video Management System, your Video Management System provider will need to use our Software Development Kit which we can provide on your request;

6.8.2 BT Wi-fi is not available in all parts of the United Kingdom;

6.8.3 BT Wi-fi is not fault free and it may be impaired by local, geographical, topographical and/or atmospheric conditions, Access Point outage, and/or other causes of physical or electromagnetic interference beyond our control;

6.8.4 we have no liability for poor or fluctuating BT Wi-fi signal strength or for temporary or permanent interruption to the Service as a result of the Access Point being disabled, disconnected or switched off, irrespective of any status information published by BT Wi-fi;

6.8.5 the Mobile Network Service is not available in all parts of the United Kingdom;

6.8.6 the Mobile Network Service is not fault free and it may be impaired by local, geographical, topographical and/or atmospheric conditions, network congestion, and/or other causes of physical or electromagnetic interference beyond our control;

6.8.7 we have no liability for poor or fluctuating Mobile Network Service signal strength or for temporary or permanent interference with the Mobile Network Service signal irrespective of any information published by the network operator; and

6.8.8 faults with the Mobile Network Service will be repaired by the network operator in accordance with its standard procedures.

6.9 Mission Critical Applications

6.9.1 You acknowledge that we do not recommend the use of the Service for health and safety or mission critical applications or services.

6.9.2 We exclude all liability of any kind if you use such the Service for health and safety or mission critical applications or services.

6.10 Use of the Service

6.10.1 An individual User may only establish a single log-on session at any one time, using a single Viewing Application Software.

6.10.2 You will specify to us in any applicable Order, the quantity of User accounts required for access to the Service.

- 6.10.3 Where additional User accounts are required these may be acquired by payment of the User account charge and we will create the accounts.
- 6.10.4 We may decline the quantity of User accounts you request if we consider this number is excessive.
- 6.10.5 You acknowledge that sustained video streaming from the Minicam over the Mobile Network Service can result in high network data usage and Usage Charges may be incurred if the monthly usage allowance, as set out in any applicable Order, is exceeded.
- 6.10.6 Video stream connections will 'timeout' after being connected to the Viewing Application Software for 30 minutes. The User has the option to cancel the stream disconnection through the Viewing Application Software when the timeout occurs.

6.11 Amendments to the General Terms

6.11.1 The wording in Clause 16 of the General Terms is deleted and replaced with the following:

16. **Cancelling an Order before the Service Start Date**

16.1 You cannot cancel an Order, or part of it, before the Service Start Date.

Part B – Service Delivery and Management

7. Our Obligations

7.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service, we:

- 7.1.1 will provide you with contact details for the helpdesk that you will be able to contact 24 hours per day, seven days a week, 365 days a year to submit service requests, report Incidents and ask questions about the Service (“**Service Desk**”);
- 7.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and are notified to us in writing. We will not be liable if, as a result of any such compliance, we are in breach of any of our obligations under this Contract;
- 7.1.3 will provide you with a date on which delivery of the Service (or each part of the Service, including to each Site) is due to start and will use reasonable endeavours to meet any date, but will have no liability for any failure to do so;
- 7.1.4 will dispatch any Purchased Equipment for delivery to you as set out in any applicable Order;
- 7.1.5 will provide you with the Viewing Application Software; and
- 7.1.6 may refuse to provide Service to you for reasons of health, safety or technical compatibility where we have reason to doubt the integrity and/or suitability of the Customer Equipment.

7.2 Commissioning of the Service

Before the Service Start Date, we will:

- 7.2.1 configure the Service;
- 7.2.2 conduct a series of standard tests on the Service to ensure that it is configured correctly; and
- 7.2.3 on the date that we have completed the activities in this paragraph 7.2, confirm to you the Service Start Date.

7.3 During Operation

On and from the Service Start Date, we:

- 7.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if you report an Incident in accessing the View Service Platform or the Viewing Application Software; and
- 7.3.2 may, in the event of a security breach affecting the Service, require you to change any or all of your passwords. We do not guarantee the security of the Service against unauthorised or unlawful access or use.

7.4 The End of the Service

On termination of the Service by either one of us we may disconnect and remove any BT Equipment located at the Sites.

8. Your Obligations

8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service by us, you will:

- 8.1.1 provide us with the names and contact details of any individuals authorised to act on your behalf for Service management matters (“**Customer Contact**”), but we may also accept instructions from a person who we reasonably believe is acting with your authority;
- 8.1.2 provide us with any information reasonably required without undue delay;

- 8.1.3 provide us and anyone on our behalf who produces a valid identity card with access to any Sites or any other premises outside our control, during Business Hours, or as otherwise agreed, to enable us to set up, deliver and manage the Service. We may on reasonable notice require you to provide access at other times. If requested by you, we may agree to work outside our usual Business Hours, but you will pay our additional Charges for doing so;
- 8.1.4 complete any preparation activities that we may request to enable you to receive the Services promptly and in accordance with any reasonable timescales;
- 8.1.5 notify us in writing of any health and safety rules and regulations and security requirements that apply at the Site(s);
- 8.1.6 provide a suitable and safe working environment for our employees and anyone acting on our behalf;
- 8.1.7 ensure that the LAN protocols and applications you use will be compatible with the Service;
- 8.1.8 provide us with the name and contact details of at least one individual who will be responsible for receiving the Purchased Equipment at the Site(s);
- 8.1.9 provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the Service and/or Purchased Equipment in accordance with our instructions;
- 8.1.10 until ownership in any Purchased Equipment transfers to you in accordance with paragraph 16.3:
 - (a) keep the Purchased Equipment safe and without risk to health;
 - (b) only use the Purchased Equipment, or allow it to be used, in accordance with any instructions we may give and for the purpose for which it is designed;
 - (c) not move the Purchased Equipment or any part of it from the Site(s);
 - (d) not repair or make any alterations or attachments to the Purchased Equipment without our prior written consent, and if we give our consent, agree that any alterations or attachments will become part of the Purchased Equipment;
 - (e) not sell, charge, assign, transfer or dispose of or part with possession of the Purchased Equipment or any part of it;
 - (f) not allow any lien, encumbrance or security interest over the Purchased Equipment, nor pledge the credit of us for the repair of the Purchased Equipment or otherwise;
 - (g) 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 if the Purchased Equipment is fixed to the Site(s);
 - (h) obtain appropriate insurance against any damage to or theft or loss of the Purchased Equipment;
 - (i) indemnify us against all claims and proceedings arising from your use of the Purchased Equipment or if the Purchased Equipment is damaged, stolen or lost and you will keep us informed of anything that may affect our rights, or involve us in any proceedings, loss or liability;
 - (j) ensure that the Purchased Equipment appears in our name in your accounting books;
 - (k) if there is a threatened seizure of the Purchased Equipment, or anything listed in Clause 18.3 of the General Terms applies to you, immediately provide us with notice and we may take action to repossess the Purchased Equipment; and
 - (l) notify any interested third parties that we own the Purchased Equipment.

8.2 Service Operation

On and from the Service Start Date, you will:

- 8.2.1 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;

- 8.2.2 ensure, at your own expense, the integrity and suitability of any Customer Equipment we are asked to provide Service on, to or interface with;
- 8.2.3 ensure that any Customer Equipment that is connected to the Service or that you use, directly or indirectly, in relation to the Service is:
- (a) connected using the applicable BT Network termination point, unless you have our permission to connect by another means and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
 - (b) connected correctly in accordance with the user guide documentation;
 - (c) adequately protected against viruses and other breaches of security;
 - (d) technically compatible with the Service and will not harm or damage BT Equipment, the BT Network, or any of our supplier's or subcontractor's network or equipment;
 - (e) approved and used in accordance with relevant instructions and Applicable Law; and
 - (f) properly grounded against lightning strikes and electrical power surges;
- 8.2.4 immediately disconnect any Customer Equipment, or advise us to do so at your expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 8.2.5 be responsible for the installation and configuration of the Purchased Equipment;
- 8.2.6 be responsible for the installation and configuration of the Viewing Application Software onto Compatible Hardware (we do not provide the Compatible Hardware);
- 8.2.7 provide:
- (a) straps for securing the Minicam to a suitable housing;
 - (b) any form of housing for locating the Minicam; and
 - (c) any devices (e.g. PCs or tablets) for the display of camera images;
- 8.2.8 be liable for and indemnify us against all claims and proceedings arising from any injury or damage arising directly or indirectly from the equipment you provide in accordance with paragraph 8.2.7;
- 8.2.9 ensure that the Minicam is installed securely using straps that are suitable for the intended mast;
- 8.2.10 ensure that the mast on which the Minicam is fitted is of sufficient strength to support the Purchased Equipment;
- 8.2.11 indemnify us against all claims and proceedings arising from any injury or damage arising directly or indirectly from your installation of the Minicam or failure to ensure the Minicam is installed in accordance with paragraphs 8.2.9 and 8.2.10;
- 8.2.12 in the event of loss or theft, notify us that the encoder account can be disabled and the Service suspended to prevent misuse of the Purchased Equipment. We are not responsible for the loss or theft of the Purchased Equipment;
- 8.2.13 ensure that all cameras, monitors and other electrical equipment that are to be connected directly to the Service (including the BT Equipment) are approved to the European Electrical Safety Standard EN60950;
- 8.2.14 be responsible for ensuring that the Purchased Equipment is located within range of BT Wi-fi or Mobile Network Service signal where it is intended to use these media to access video data;
- 8.2.15 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service and reset the User account password on first use;
- 8.2.16 define and configure the archive encryption password (if required) prior to the first use of the Minicam;

- 8.2.17 not change (unless directly instructed by us) the following parameters that are pre-configured on the Minicam or Encoder prior to shipping: encoder model, mobile network settings, encoder name, encoder password, primary server address, backup server address, local ethernet settings and encryption pack;
- 8.2.18 maintain a list of current Users and immediately terminate access for any person who is no longer permitted to use or access the Service;
- 8.2.19 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and:
 - (a) inform us immediately if a user 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;
 - (b) take all reasonable steps to prevent unauthorised access to the Service; and
 - (c) satisfy our security checks if a password is lost or forgotten;
- 8.2.20 if we request you to do so in order to ensure the security or integrity of the Service, change any or all passwords and/or other systems administration information used in connection with the Service;
- 8.2.21 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order;
- 8.2.22 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 Service;
- 8.2.23 maintain a written, up to date list of current Users and provide such list to us within five Business Days of our written request at any time;
- 8.2.24 be solely responsible for the operation and use of the Service;
- 8.2.25 co-operate in diagnosing Incidents by carrying out any diagnostic test routines we reasonably request;
- 8.2.26 if you wish to stream video on an Apple iOS mobile device or Android mobile device, download the appropriate camera app; and
- 8.2.27 if you wish to view images on an Apple iOS mobile device or Android mobile device, download the appropriate watch app.

8.3 The End of the Service

On termination of the Service by either one of us you will:

- 8.3.1 provide us with all reasonable assistance necessary to remove BT Equipment from the Site(s);
- 8.3.2 disconnect any Customer Equipment from BT Equipment located at the Site(s);
- 8.3.3 not dispose of or use BT Equipment other than in accordance with our written instructions or authorisation;
- 8.3.4 arrange for any BT Equipment located at the Site(s) to be returned to us; and
- 8.3.5 be liable for any reasonable costs of recovery that we incur in recovering the BT Equipment.

9. Notification of Incidents

Where you become aware of an Incident:

- 9.1 the Customer Contact or any individual authorised by you will report it to our Service Desk by telephone on the United Kingdom telephone number we provide you;
- 9.2 we will give you a Ticket;
- 9.3 we will inform you when we believe the Incident is cleared, and will close the Ticket when:
 - 9.3.1 you confirm that the Incident is cleared within 24 hours after being informed; or

- 9.3.2 we have 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 after our attempt to contact you.
- 9.4 If you confirm that the Incident is not cleared within 24 hours of being informed, the Ticket will remain open, and we will continue to work to resolve the Incident.

10. Invoicing

- 10.1 We will invoice you for the Charges for the Service as set out in paragraph 10.2 in the amounts and currency as set out in any applicable Order.
- 10.2 Unless set out otherwise in any applicable Order, we will invoice you for:
- 10.2.1 Connection Charges (whether or not the provision of the Service involves the physical connection of or to BT Equipment or other apparatus), on or after the Service Start Date;
 - 10.2.2 Recurring Charges, except Usage Charges, quarterly/annually in advance (depending on your billing frequency). If you opt to pay for the Recurring Charges in full in advance, we will invoice you for this on or after the Service Start Date. The Recurring Charges will be calculated on a daily basis if the Charges require to be prorated;
 - 10.2.3 Usage Charges, if applicable, monthly in arrears;
 - 10.2.4 combined Connection Charges and Recurring Charges as a single Charge for the Service if requested by you and agreed to by us on the Service Start Date;
 - 10.2.5 any Charges for any Purchased Equipment from the Service Start Date, and those Charges which will apply from the date you take delivery or possession of that Purchased Equipment; and
 - 10.2.6 any Termination Charges incurred in accordance with paragraph 11 upon termination of the relevant Service.
- 10.3 We may invoice you for any of the following Charges in addition to those set out in any applicable Order:
- 10.3.1 time related Charges for investigating Incidents that you report to us where we find no Incident or that the Incident is caused by something for which we are not responsible under the Contract;
 - 10.3.2 Charges for investigations and correction of faults/Incidents in the Purchased Equipment and/or Service that result from:
 - (a) misuse, accidental or deliberate damage, servicing or modifications performed by you or a third party not authorised by us;
 - (b) failure to keep, use and maintain the Purchased Equipment and/or Service in accordance with our or the Purchased Equipment manufacturer's instructions;
 - (c) attachment of devices not recommended by us or the Purchased Equipment manufacturer;
 - (d) lightning damage; electromagnetic interference, mains electrical surges or failures; or
 - (e) any other cause for which we are not responsible or which is beyond our reasonable control;
 - 10.3.3 Charges for commissioning the Service as set out in paragraph 7.2 outside of Business Hours;
 - 10.3.4 Charges for working outside our usual Business Hours if requested by you;
 - 10.3.5 Charges for restoring Service if the Service has been suspended in accordance with Clause 10.1.2 of the General Terms;
 - 10.3.6 Charges for cancelling the Service in accordance with Clause 16 of the General Terms;
 - 10.3.7 abortive visit Charges if we are refused entry to the Site, or we cannot gain access at the appointed time agreed between both of us;
 - 10.3.8 costs arising for planning and ongoing wayleaves payable to a third party if it is necessary to include intermediate or repeater Sites in order to complete the wireless connection between your chosen camera Site and the wireless collection node. We will not be responsible for any charges relating to the intermediate or repeater Sites;

- 10.3.9 Charges for provision of consumables;
- 10.3.10 an additional 'per occasion' repair Charge if we work at a Site in response to an Incident reported by you and rectification of this Incident involves special public space health and safety measures to be taken, or specialist aerial access equipment to be used. We will agree the Charges with you prior to commencement of the work;
- 10.3.11 Charges for any preventative maintenance or cleaning regimes;
- 10.3.12 Charges for any other related services that you request and that we may provide; and
- 10.3.13 any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

11. Charges at the End of the Contract

- 11.1 If you exercise your right under Clause 17 of the General Terms to terminate the Contract or any Service for convenience, you will pay us:
 - 11.1.1 all outstanding Charges for Service rendered including any outstanding Connection Charges;
 - 11.1.2 any remaining Charges outstanding with regard to BT Equipment or Purchased Equipment; and
 - 11.1.3 any other Charges as set out in any applicable Order.
- 11.2 In addition to the Charges set out at paragraph 11.1 above, if you terminate during the Minimum Period of Service, you will pay us:
 - 11.2.1 an administration Charge of £40.00 which we may increase on an annual basis; and
 - 11.2.2 for any parts of the Service that were terminated during the Minimum Period of Service, Termination Charges, as compensation, equal to 100 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service.

12. Service Amendment

- 12.1 You may request, by giving us Notice, a change to:
 - 12.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or
 - 12.1.2 the Service at any time after the Service Start Date.
- 12.2 If you exercise your right under paragraph 12.1, and except where a change results from our failure to comply with our obligations under the Contract, we will, within a reasonable time, provide you with a written estimate, including:
 - 12.2.1 the likely time required to deliver the changed Service; and
 - 12.2.2 any changes to the Charges due to the changed Service.
- 12.3 We have no obligation to proceed with any change that you request under paragraph 12.1, unless and until we have both agreed in writing, in a variation order, on the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change.
- 12.4 If we change a Service prior to the Service Start Date because you have given us incomplete or inaccurate information, we may, in our reasonable discretion, apply additional reasonable one-time and/or Recurring Charges.

13. Encoder Numbers and SIM Cards

- 13.1 Encoder numbers made available to you with the Service will at all times remain our property and will be non-transferable, and all of your rights to use Encoder numbers will cease on termination of the Service.
- 13.2 The SIM Card is supplied by us under licence and will at all times remain the property of the network operator. You cannot sell the SIM Card number, code or any associated number or agree to transfer them to any third party.

13.3 You will inform the Service Desk immediately by telephone if the SIM Card is lost, stolen, damaged or destroyed, or you become aware that it is being used in an unauthorised manner.

13.4 You will return the SIM Card to us on termination of the Service.

14. BT Equipment

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

14.2 You will not use BT Equipment other than in accordance with our written instructions or authorisation and will not move, add to, reconfigure, modify or otherwise interfere with BT Equipment, nor permit any other person (other than a person authorised by us) to do so.

14.3 You will be liable to us for any loss of or damage to BT Equipment, except where the loss or damage is a result of fair wear and tear or caused by us.

14.4 You will not move or relocate any BT Equipment without our prior written consent and you will pay our costs and expenses reasonably incurred as a result of such move or relocation.

15. WEEE Directive

15.1 You will be responsible under 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”).

15.2 Each of us acknowledges that for the purposes of Article 13 of the WEEE Directive this paragraph 15 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.

15.3 You will be responsible for any information recording or reporting obligations imposed by the WEEE Directive.

15.4 You will indemnify us against any claims or legal proceedings that are brought or threatened against us by a third party which would not have been caused or made had you fulfilled your express or implied obligations under this paragraph 15 or in connection with the WEEE Directive.

16. Purchased Equipment

16.1 Consumer Regulations

Where you place an Order acting for purposes that are related to your trade, business or profession, we both agree that it is a business to business transaction to which the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply.

16.2 Sale of Goods

The UN Convention on Contracts for the International Sale of Goods will not apply to the Contract.

16.3 Transfer of Title and Risk

16.3.1 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.

16.3.2 If we deliver or install 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 our negligence.

16.3.3 If we do not deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment.

16.4 Acceptance of Purchased Equipment

16.4.1 The Purchased Equipment will have been accepted when you take delivery or possession of the Purchased Equipment.

16.4.2 Except where you have relied on our written advice, it is your responsibility to satisfy yourself as to the suitability of Purchased Equipment for your needs.

16.5 Warranty

- 16.5.1 We will provide you with a manufacturer's warranty of 12 months on the Purchased Equipment. You may purchase an extended manufacturer's warranty under the terms and conditions specified by the manufacturer prior to the expiry of the 12 month period.
- 16.5.2 The manufacturer's warranty will commence on the date of dispatch of the Purchased Equipment from the manufacturer.
- 16.5.3 The manufacturer's warranty (including the terms and conditions of the warranty) will be transferred to you on delivery of the Purchased Equipment.
- 16.5.4 In the event of a fault in the Purchased Equipment, you will return, at your cost, the Purchased Equipment affected by the fault to the manufacturer for repair including where the fault occurs during the period of the manufacturer's warranty.
- 16.5.5 You acknowledge and agree that it is the manufacturer's decision as to whether a fault is covered by the manufacturer's warranty.
- 16.5.6 You will ensure that Purchased Equipment returned to the manufacturer for repair is securely packaged. If you do not do so, this could lead to damage during transportation that would render the warranty invalid or increase the costs of any repair. You may incur an additional Charge if we are required to provide new packaging in order to return a repaired product.

16.6 Warranty: Software

- 16.6.1 We do not warrant that the Software supplied under the Contract will be free of all Incidents or that its use will be uninterrupted.
- 16.6.2 Your warranty for the Viewing Application Software will be in accordance with clause 4 of the EULA set out in Appendix 1.
- 16.6.3 Your warranty for any Software provided as part of the Purchased Equipment will be the warranty provided by the manufacturer, if any.

16.7 Security

- 16.7.1 You are responsible for 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.
- 16.7.2 We do not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.

Part C – Service Levels

17. Service Levels

17.1 There are no Service Levels for this Service.

Part D – Defined Terms

18. Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the following 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):

“Access Point” means a networking hardware device that allows a wi-fi compliant device to connect to a wired network.

“Android” means an operating system designed primarily for touchscreen mobile devices such as smartphones and tablet computers.

“Apple iOS” means an operating system developed by Apple Inc. and distributed exclusively for Apple mobile devices.

“BT Network” means the communications network owned or leased by us and used to provide the Service.

“BT Wi-fi” means our wireless data service using radio frequency to access a Site. Fixed line connections from the Site connect you to the BT Network and subsequently on to the Internet.

“Business Hours” means between the hours of 0900 and 1700 in a Business Day.

“CCTV” means closed circuit television.

“Compatible Hardware” means equipment that meets the system requirements to run the applicable software defined in the user guide for the Viewing Application Software.

“Connection Charges” means those Charges set out in any applicable Order in relation to connection of the Service and/or any Purchased Equipment, Customer Equipment and/or BT Equipment as applicable.

“Customer Contact” has the meaning given in paragraph 8.1.1.

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

“Encoder” means the Service Option set out in paragraph 3.1.

“EULA” has the meaning given in paragraph 6.5.1.

“GPRS” means General Packet Radio Service for the transmission of data.

“Incident” means an unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.

“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.

“Local Area Network” or **“LAN”** means the infrastructure that enables the ability to transfer IP services within Sites (including data, voice and video conferencing services).

“Minicam” means the Standard Service Component set out in paragraph 2.1.

“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.

“Mobile Network Service” means wide-area cellular telephone network that allows high-speed Internet access based on GPRS and new mobile data services such as EDGE and HSPA.

“Recurring Charges” means the Charges for the Service or applicable part of the Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in the Order.

“Service” has the meaning given in paragraph 1.

“Service Desk” has the meaning given in paragraph 7.1.1.

“Service Options” has the meaning given in paragraph 3.

“SIM Card” means the Subscriber Identity Module Card provided by us as part of the Service.

“Site” means a location at which the Service is provided.

“Standard Service Components” has the meaning given in paragraph 2.

“Ticket” means the unique reference number provided by us for an Incident that may also be known as a “fault reference number”.

“Usage Charges” means the Charges for the Service or applicable part of the Service that are calculated by multiplying the volume of units that you used or incurred in a period (e.g., amount of gigabytes of data transfer each month or the number of minutes the Service was used for) with the relevant fee that is specified in the Order or as amended by us that may also be known as “data overage charges”.

“Video Management System” means a security camera system that enables the capture of video from cameras and other sources, the storage of video to a storage device and that provides an interface to both view the live video and access recorded video.

“Viewing Application Software” means the Viewing Application Software provided by us as set out in paragraph 2.4.

“View Service Platform” means the Standard Service Component set out in paragraph 2.3.

“WEEE” has the meaning given in paragraph 15.1.

“WEEE Directive” has the meaning given in paragraph 15.1.

Appendix 1

Appendix 1 - EULA

British Telecommunications plc

End User Licence Agreement

The copyright and other intellectual property rights in this TVI Control Center software ("Software") and any documentation provided to you (whether electronic or printed) which accompanies the Software are owned by Digital Barriers Services Limited, a company registered in England and Wales with company number 06883884 whose registered office is at Enterprise House, 1-2 Hatfields, London SE1 9PG (the "Owner") and have been provided to you with the Owner's consent by British Telecommunications plc ("Licensor"). This Software is licensed and not sold. Please read through the following licence conditions carefully. For the avoidance of doubt the Owner is not a party to this Licence Agreement.

By clicking on the "I Agree" button below, or by accepting this agreement electronically in any other way, or by running, installing, downloading or otherwise using the Software or accompanying documentation, you (an individual or legal entity) agree to be bound by the terms of this end user licence agreement ("License Agreement") and you warrant that you are the authorised user of the Software.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE AGREEMENT, PLEASE CLICK ON THE "NOT AGREED" BUTTON. Do not run, install, download, copy or otherwise use the Software or accompanying documentation.

1. Licence

1.1 In consideration of the payment of the licence fee, the Licensor hereby grants to you a non-exclusive, non-transferable, revocable, personal licence (without the right to sub-licence) to use during the term of this Licence Agreement:

- (a) the Software (in object code only) supplied to you by the Licensor for your internal use only which may be accessed by the number of users for which you have paid the Licensor ("Users"); and
- (b) all associated documentation including any operating manuals, user instructions, technical literature and other related materials in eye readable form supplied by the Licensor to you to aid the use of the Software in accordance with this Licence Agreement (the "Documentation").

1.2 Subject to the payment of additional fees in accordance with clause 3.3, the Licensor agrees that it will at your request increase the number of Users permitted to access the Software under the licence granted under clause 1.1.

1.3 You shall not, and shall have no rights to, reverse engineer, decompile or otherwise endeavour (in whole or in part) to obtain the source code to the Software save to the extent that you cannot be prohibited from so doing under applicable law.

1.4 The licence granted under clause 1.1 entitles you to make such copies of the Software as is absolutely necessary for your operational security and authorised use (including without limitation for archive and backup purposes). Such copies and the media on which they are stored shall be property of the Licensor. You shall record the number and locations of all copies of Software and take steps to prevent unauthorised copies. The licence granted under clause 1.1 shall apply to all such authorised copies as it applies to the Software.

1.5 You shall not permit any third party to use the Software nor use the Software on behalf of or for the benefit of any third party in any way whatsoever (including, without limitation, using the Software for the purpose of operating a managed service).

1.6 You shall not export, directly or indirectly, any technical data acquired from the Licensor under this Licence Agreement (or any products, including the software, incorporating any such data) in breach of any applicable laws or regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

1.7 You shall permit the Licensor to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used, and have access to any records kept in connection with this licence, for the purposes of ensuring that you are complying with the terms of this Licence Agreement, provided that the Licensor provides reasonable advance notice to you of such inspections, which shall take place at reasonable times.

1.8 You agree to use the Software in compliance with applicable laws, including local laws of the country or region in which you reside or in which you download or use the Software.

2. Installation & Maintenance

Installation, integration, set-up and maintenance of the Software shall be your responsibility and you shall be responsible for ensuring appropriate installation site conditions.

3. Price and payment

3.1 You must have paid the Licensor the applicable fees specified by the Licensor in respect of the licence granted under this Licence Agreement.

3.2 Where payment of the fees or any part thereof is not made on a due date (and there is no default on the part of the Licensor) then the Licensor, without prejudice to its other rights or remedies, shall be entitled at its sole discretion to withhold further provision of any of the Software or associated software maintenance services until such time as the outstanding payment is made.

3.3 You agree to pay the Licensor further fees in respect of any additional Users permitted to access the Software pursuant to clause 1.2 in accordance with the Licensor's then prevailing rates.

4. Warranty

4.1 The Licensor warrants that:

- (a) it has full authority to licence the Software and the Documentation to you; and
- (b) subject to the Software having been properly installed, integrated and set-up by you, for a period of ninety (90) days from and including the date of purchase of the Software from the Licensor or an authorised reseller of the Software, as applicable, the Software will perform in all material respects in accordance with the functional specification published for the relevant release of the Software. Onus shall be on you to prove the date of purchase of the Software.

4.2 The Licensor does not warrant or represent that:

- (a) the operation of the Software will be uninterrupted or error free;
- (b) the Software is compatible with third party computer programs;
- (c) the Software is compatible on all third party hardware configurations; or
- (d) the Software is suitable for your needs.

4.3 The warranties set out in clause 4.1 shall not apply to defects or failures which arise in whole or in part from your failure to meet your obligations under this Licence Agreement, accident, neglect or misuse of the Software, failure of electrical power or circuitry, unusual stress or storage, transportation, handling or repairing by you or operation of the Software by your employees, unless such defects or failures are as a direct consequence of directions given to you during training supplied by the Licensor.

4.4 The warranties set out in clause 4.1 are the only warranties given under this Licence Agreement. All other express or implied warranties, terms, conditions and representations in relation to the Software or the Documentation are, to the fullest extent permitted by law, excluded from this Agreement, including those concerning satisfactory quality or fitness for purpose or the use of reasonable skill and care.

4.5 You will give notice to the Licensor as soon as you are reasonably able upon becoming aware of a breach of any of the warranties set out in clause 4.1. The Licensor's sole liability and obligation in relation to a breach of warranty under clause 4.1 shall be to remedy, repair or replace the Software (or the failing parts thereof).

5. Liability

5.1 Nothing in this Licence Agreement shall exclude or limit the Licensor's liability in respect of death or personal injury caused by negligence, fraud (including fraudulent misrepresentation) or any other liability which cannot by law be limited or excluded.

5.2 Subject to clause 5.1, the Licensor shall not be liable to you for loss (whether direct or indirect) of profits, revenue, business, anticipated savings, corruption of data, goodwill or for any indirect or consequential loss or damage whatsoever and whether arising in tort (including negligence), breach of contract or howsoever.

5.3 Subject to clause 5.1, in no event shall the aggregate liability of the Licensor in contract, tort (including negligence) to you in connection with the Licence Agreement exceed the fee paid by you for the Software.

5.4 Subject to clause 5.1, you agree that, in entering into this Licence Agreement, you did not rely on any representation (whether written or oral) of any kind or of any person other than those expressly set out in this Licence Agreement and you shall have no remedy in respect of such representation and the Licensor shall have no liability in any circumstances otherwise than in accordance with the express terms of this Licence Agreement.

6. Intellectual Property Rights

In this Licence Agreement, "Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

6.1 All Intellectual Property Rights in the Software and the Documentation vest with the Owner or its third party licensors. You acknowledge that any Intellectual Property Rights used or embodied in or in connection with the Software and the Documentation shall remain the exclusive property of Owner, and that, except for the limited rights expressly granted under this Licence Agreement, no Intellectual Property Rights in the Software or the Documentation shall pass or otherwise vest in you.

6.2 In making authorised copies of the Software pursuant to clause 1.4, you will ensure that all copyright and proprietary notices contained on the original version of the Software also appear on all copies made. You will keep a written record of the whereabouts of copies made and will allow the Licensor from time to time to verify the same.

6.3 You shall promptly report to the Licensor any known or suspected unauthorised use of the Software and/or the Documentation.

6.4 The Licensor shall indemnify you against any claim that the normal use or possession of the Software in accordance with this Licence Agreement infringes the Intellectual Property Rights of any third party provided that the Licensor is given immediate and complete control of such claim, that you do not prejudice the Licensor's defence of such claim, that you give the Licensor all reasonable assistance with such claim and that the claim does not arise as a result of the use of the Software in combination with any equipment or programs not supplied or approved by the Licensor. The Licensor shall have the right to replace or change all or any part of the Software in order to avoid any infringement. The foregoing states the entire liability of the Licensor to you in respect of the infringement of the Intellectual Property Rights of any third party.

7. Confidentiality

During the term of this Licence Agreement and thereafter, you shall keep confidential all, and shall not use for your own purposes (other than implementation of this licence) nor without the prior written consent of the Licensor disclose to any third party (except your professional advisors or as may be required by any law or any legal or regulatory authority), any information of a confidential nature (including trade secrets and information of commercial value) which may become known to you from the Licensor and which relates to the Licensor or any of its affiliates, unless that information is public knowledge or already known to you at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Licence Agreement, or subsequently comes lawfully into your possession from a third party. You shall use reasonable endeavours to prevent the unauthorised disclosure of any such information.

8. Force Majeure

Licensor shall not be liable for any non-performance, defective performance, or late performance under this Licence Agreement due to causes beyond its control and without its fault or negligence such as, but not limited to, acts of God, war (including civil war), civil unrest, acts of government, fire, floods, explosions, the elements, epidemics, quarantine, restrictions, strikes, lock-outs, plant shutdown, material shortages, or delays in transportation or delays of its suppliers or subcontractors for like cause.

9. Termination

9.1 Without prejudice to any other rights or remedies, the Licensor may, by written notice to you, terminate this Licence Agreement with immediate effect if you fail to comply with any of the terms or conditions of this Licence Agreement.

9.2 Termination or expiry of this Licence Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Licence Agreement which existed at or before the date of termination or expiry.

9.3 Upon termination of this Licence Agreement all right granted to you under this Licence Agreement shall cease and you shall immediately cease all activities authorised by this Licence Agreement. You shall immediately pay to the Licensor any sum due under this Licence Agreement. You shall immediately delete or remove the Software from all computer equipment, storage media and all other files in your possession and certify to the Licensor that all copies of the Software and Documentation have been destroyed.

9.4 Any provision of this Licence Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Licence Agreement shall remain in full force and effect.

10. Miscellaneous

10.1 No failure or delay by a party to exercise any right or remedy provided under this Licence Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

10.2 Except as expressly provided in this Licence Agreement, the rights and remedies provided under this Licence Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

10.3 This Licence Agreement contains the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

10.4 Each party acknowledges that, in entering into this Licence Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this licence or not) other than as expressly set out in this Licence Agreement.

10.5 No variation of this Licence Agreement shall be effective unless it is in writing and signed by the parties.

10.6 If any provision or part-provision of this Licence Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Licence Agreement.

10.7 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence Agreement. For the avoidance of doubt, this Licence Agreement is between the Licensor and you, and the Owner is not a party to this Licence Agreement and you may not enforce any terms of this Licence Agreement directly against the Owner.

10.8 Nothing in this Licence Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

10.9 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

10.10 All notices, requests, consents and other communications hereunder must be in writing and will be deemed to have been properly given when actually received by the Licensor at its address set forth in the Recitals hereto and by you at your address provided to the Licensor at the time of entry into this Licence Agreement or as otherwise notified by you to the Licensor.

10.11 You shall not assign, novate or otherwise transfer any of your rights or obligations under this Agreement in whole or in part.

10.12 This Licence Agreement and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

10.13 Each party irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Licence Agreement, its subject matter or formation.