



# BT Product and Services Agreement

## *BT Streaming – Enterprise (Kontiki)*

### Service Schedule

PSA Reference No. \_\_\_\_\_

#### 1 DEFINITIONS

In addition to the definitions set out in the BT Product and Services Agreement (“PSA”), the following definitions will apply:

“ <b>Administrator</b> ”	means an individual who has been trained and provided administration rights to configure the Service for Hosted Content and Live Content;
“ <b>Delivery</b> ”	means the successful delivery of all or part of a Content item, such as a video stream or file, from the Service to an individual machine endpoint. Endpoints are typically end-User personal computers (with or without the Service PC client desktop software). Deliveries will be solely measured by the Service reporting and analytics functionality.
“ <b>End-User</b> ”	means any person to whom Customer has granted access to the eCDN to view Hosted Content or Live Content;
“ <b>eCDN</b> ”	means a software-based enterprise Content delivery network that enables End-Users to view progressive download videos, download videos and view them later and view Live Content;
“ <b>Enterprise Directory</b> ”	means the Customer Microsoft™ Active Directory or other Lightweight Directory Access Protocol (LDAP) compliant directory;
“ <b>Hosted Content</b> ”	means Customer provided Content that is maintained and stored on a central server located outside Customer’s premises for delivery via the eCDN to End Users;
“ <b>Live Content</b> ”	means Customer provided Content provisioned using a live Windows™ media stream via the eCDN for delivery to End-Users;
“ <b>Media Manager</b> ”	means an optional End-User personal computer (PC) application interface that can provide access to, and notification of, Hosted Content or Live Content, depending upon the initial Customer install;
“ <b>Peer Assisted Delivery</b> ”	means the Service maintains a virtual network map of all the available PC desktop client software that are accessing Content and arranges communications between PC desktop client software that are topologically close to each other, subject to determined routing rules;
“ <b>Producer Licenses</b> ”	means a user who can broadcast and manage a live event;
“ <b>Service</b> ”	means the eCDN, a hosted server-side software component and a client-side software component installed on End-User PCs which facilitates the delivery of Hosted Content and Live Content;
“ <b>Support Personnel Licenses</b> ”	means a user who can access the portal to brand the user interface and to assist with polling, questions and answers during an event;



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<b>“Updates”</b>	means software releases that provide maintenance fixes to existing code and /or additional minor functionality;
<b>“Upgrades”</b>	means software release that provides major functionality enhancements and/or requires significant changes to the Customer environment to deploy the release;
<b>“Widget”</b>	means a portable chunk of software code that can be installed and executed within any separate HTML-based web page without requiring additional compilation.

## 2 SERVICE OVERVIEW

The Service enables effective distribution of Hosted Content and or Live Content across a corporate intranet. Content is accessed and distributed via a hosted server-side software component and a client-side software component installed on End-Users PCs for Peer Assisted Delivery.

### 2.1 End-User Authentication

End-User authentication can be implemented to limit access to Hosted Content or Live Content. The Service provides an optional integration with a single instance of the Customer’s Enterprise Directory using standard integration practices and APIs.

### 2.2 Hosted Content Delivered Through the eCDN

The Service enables the End-Users to view Hosted Content: progressive download videos, download videos and view them later, target and push Content to other End-Users, and download non-video files for future use.

#### 2.2.1 Server-Side Software Component

The hosted server-side software component provides the following functionality:

- **Content ingest**  
Enabling a Customer to upload Content to the Service.
- **Content management**  
Enabling a Customer to change or delete Content that has been uploaded to the Service.
- **Metadata management**  
Enabling a Customer to create, change, and delete data associated with uploaded Content.
- **Content security**  
Content can be restricted to a particular viewing audience as determined by Customer at time of publishing. This requires end-use authentication and Enterprise Directory integration.
- **Employee authentication**  
Customer may implement authentication through Enterprise Directory integration such that employees are authorised to view Content.
- **Network management**  
Management of delivery aspects of how Content, which has been uploaded to the Service, will be distributed across the corporate intranet.
- **Topology awareness**



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The Service has the ability to understand the topology of the Customer's network to route Content through the network to optimise LAN bandwidth while optimising WAN bandwidth. By being location aware, the requesting End-User will always look for the shortest route to the Content first.

- **Congestion avoidance**  
Reducing the amount of bandwidth used for Hosted deliveries when networks become congested.
- **Remote management of all client side software components of the Service**  
Central policy control for End-User PC desktop software clients.
- **Origin serving**  
The Service serves Content from origin servers when needed.
- **Storage**  
The Service stores Customer's Content on its servers located in commercial data centers. Customer's Content and application metadata are encrypted (256 bit AES).
- **Business and IT Analytics**  
Administrators will have access to reports defining how Content is consumed and delivered.

#### 2.2.2 Client-Side Component

The client-side software component (the "desktop client software") is software that must be installed on each End-User PC. It is responsible for:

- Delivering Content to the End-User PC from the Service or other customer End-User PCs running the desktop client software;
- Serving Content to other customer End-User PCs with installed desktop client software;
- Avoiding WAN congestion by dynamically throttling video traffic out of the way of higher priority traffic on the network.

#### 2.2.3 Standard Service Features

- **Click & Play**  
The Customer may deploy a number of different methods to provide End-Users with access to Content:
  - A simple URL provided by email or embedded in a corporate intranet.
  - Syndicated to corporate portals via dedicated service Widgets.
  - Presented by the Media Manager. The Media Manager can be optionally configured for End-Users at time of desktop software client deployment to End-Users PCs.
- **Download & Play**  
End-User can initiate a download by clicking on a link. The Content is downloaded to End-User's PC in the background. This requires the use of the Media Manager application.
- **Subscriptions**  
End-Users can subscribe to channels of Content that are relevant to them via the Media Manager. Videos added to a channel are automatically delivered to the End-User's PC. End User is notified when delivery is complete and can click to watch the Content.
- **Target & Push**  
The Customer can proactively push Content to End-Users using the Media Manager. Content can be pushed immediately or on a specified embargo date and time. End-Users are simultaneously notified at the appropriate time, End-Users then click on the notification to watch the video.

#### 2.2.4 Reporting

The following reports are currently available via Administrator access from the Service:

- **Bandwidth usage report**



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This report shows the number of bytes delivered from each source (server or Peer-Assisted) for each Content item.

- **Delivery report**  
This report shows the number of megabytes of data delivered during a specified date/time period. For the time period selected, the report lists the total megabytes delivered, and breaks the total down according to where (server or peer) the data was delivered from.
- **Client installations report**  
Each customer's company network may have several client profiles. The client installations report shows the number of End-User PC desktop software clients installed for each client profile.
- **Content views report**  
The content views report provides information about specific Content items.
- **Delivery success rate report**  
This report illustrates how successful the Content downloads through PC desktop software clients have been during a specified date range.
- **Delivery summary report**  
The delivery summary report shows the number of times individual Content items have been downloaded, how often they have been viewed, and the average percent they have been played if applicable.
- **Locality based grid delivery report**  
This report shows the percent of Content served from origin servers, grid servers, and locality-based grids.
- **Subscriptions report**  
This report lists the Content items and number of downloads delivered through subscriptions for a specified date range where applicable.

### 2.3 Live Content Delivered Through the eCDN

The Service for Live Content delivery enables large scale Live Content to be delivered over an existing enterprise network via the client-side software component installed on all End-Users laptops for Peer Assisted Delivery.

#### 2.3.1 Server-Side Component

The hosted server-side software component provides the following functionality:

- **Content management**  
Enabling the Customer to schedule, change, or delete an event from the Service.
- **Video ingest**  
Enabling the Customer to specify where the Live Content will be sourced from.
- **Metadata management**  
Enabling the Customer to create, change, and delete data associated with a Live Content
- **Content security**  
Content can be restricted to a particular viewing audience as determined by the Customer. This requires end-use authentication and Microsoft™ Active Directory / LDAP integration.
- **Employee authentication**  
The Customer may optionally implement authentication through Microsoft™ Active Directory / LDAP integration such that employees are authorised to view Content.
- **Network management**



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This provides the ability to manage delivery aspects of how the live stream will be distributed across the corporate intranet.

- **Topology awareness**  
The system has the ability to understand the topology of the Customer's network to route Content through the network to optimise LAN bandwidth while optimising WAN bandwidth. By being location aware, the requesting End-User will always look for the shortest route to the Content first.
- **Remote management of all client software**  
Administration access permits central policy control for End-User PC clients.
- **Origin serving**  
The Service serves Content from origin servers when needed and will scale to meet the Customer's demand for live streams.
- **Business and IT Analytics**  
Administrators will have access to reports defining how Live Content was consumed and how it was delivered.

#### 2.3.2 Client-Side Software Component

The client-side software component (the "desktop client software") is software that must be installed on each End-User PC. It is responsible for:

- Streaming Live Content to the PC from the Service or other End-User PC desktop software clients providing a live Windows™ media stream;
- Serving Content to other authorised Customer End-User PCs with installed desktop client software;

#### 2.3.3 Standard Service Features

- **Scheduling Live Content Delivery**
  - Delivery of Live Content can be scheduled from the Service by providing event name, description, start time, end time, as well as the primary and secondary source URLs for each available bit rate of the live stream to be distributed.
  - The Live Content can be optionally published to the Media Manager when accessing video / audio only content.
  - A dedicated URL will be provided for accessing the Live Content.
- **Accessing Live Content**
  - End-Users can access the Live Content from a dedicated URL for video / audio only content.
  - End-Users can access the Live Content from the Media Manager for video / audio only content.
  - The dedicated URL may be provided to an external streaming provider, such as BT Manager Streaming services, for integration into their delivery page so that the Live Content (video / audio) is delivered via the eCDN.

#### 2.3.4 Reporting

The following reports are currently available via Administrator access from the Service on the Live Content delivery:

- **Client Installations Report**  
Each company network can have several client profiles. The Client Installations report shows the number of End-User PC desktop software clients installed for each client profile.
- **Content Views Report**  
The Content Views report is specific to company networks that have successfully completed LDAP compliant integration. The report provides information about who in the access control lists consumed specific Live Contents.
- **Live Streaming Report**



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The Live Streaming Report provides information about Live Content broadcasts, including the amount of time each event was watched by End-Users, and the breakdown of how much of the stream was delivered from Service origin servers versus client peers.

#### 2.3.5 Support

BT will provide Tier 2 help desk support to a designated Tier 1 support team within Customer’s organisation. BT shall use its reasonable endeavours to ensure that faults reported by the Customer to its helpdesk will be dealt with in accordance with the following response timescales:

Priority Code Definition	Response Time
P1 = Service is completely unavailable	Within 30 minutes during Business Hours;  within 60 minutes outside Business Hours
P2 = Major feature(s) are impaired	4 Business Hours
P3 = Minor features are impaired	24 Business Hours
P4 = Customer request regarding performance issues that have little or no material effect on Customer’s ability to use the Service	48 Business Hours

For the purposes of this paragraph 2.3.5, the following definitions shall apply:

An impairment of a “Major Feature” means the one of the main functions of the Service will not perform and the Service or User (as applicable) is unable to:

- publish any content from the Network Publisher;
- generate any reports from the Analyser;
- receive a download (affecting all End-Users);
- authenticate to the Service (affecting all End-Users);
- make any video downloads play.

An impairment of a “Minor Feature” means that part of one of the main functions of the Service will not perform and the Service or the End-User (as applicable) is unable to:

- publish a specific content item from the Network Publisher;
- generate an individual report from the Analyser;
- unable to receive a download (but this only affects a certain number of End-Users not all End-Users);
- authenticate to the Service (but this only affects a certain number of End-Users not all End-Users);
- playback a video without minor or intermittent corruption.



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Technical support will be available to Customer's designated support team by telephone and email during Business Hours Monday through Friday (excluding United States national holidays). "Business Hours" are 8:00 AM to 8:00 PM Eastern Time. For United States national holidays all cases will be responded to by next business day. If there is a P1 issue the Customer support team may call a 24x7x365 number.

Additionally, if Customer provides BT 3 Business Days prior notice of a scheduled event on a US national holiday or outside of Business Hours BT will have someone available to handle P2, 3 or 4 issues pertaining to the scheduled event.

#### 2.4 Kontiki Webcaster

2.4.1 Kontiki Webcaster is a fully self-service webcasting solution that provides for the delivery of unlimited events for an annual subscription fee. Offering all the webcasting features with fast deployment. Kontiki Webcaster delivers an immersive video webcasting experience.

2.4.2 Detailed information on Kontiki's Webcaster, such as 1) capabilities and benefits, 2) systems requirements and supported platforms, and 3) instructions on usage, integration, or workflow, can be obtained from BT upon request:

- Kontiki Video Webcasting User Guide
- Current Release Notes

### 3 REQUIREMENTS

#### 3.1 PC Configurations

The following table describes the minimum PC configuration requirements:

Functional Area	Minimum Requirements
Browser	IE6, IE7, and IE8
PC Operating System	Windows XP Windows Vista Windows 7
Media Player	WMP 9.0+

3.2 Customer agrees that BT or its suppliers may use, disclose and distribute usage data and performance data related to the Service provided such data are disclosed solely in aggregate form without identifying Customer, its End-Users or any individual.

### 4 CUSTOMER RESPONSIBILITIES

#### 4.1 End-User Authentication

End-User authentication can be implemented to limit access to Hosted Content or Live Content. This is achieved via integration with the Customer's Enterprise Directory using standard integration practices and APIs. To facilitate this, the Customer will need to provide access to and expose data such that it can be accessed by the Service server-side infrastructure.



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#### 4.2 PC Desktop Software Client Deployment

A standard Windows™ MSI package will be provided to the Customer who will then be responsible for distribution of the PC desktop client software to all End-Users authorised to use the Service.

#### 4.3 Internet Connectivity

Successful provisioning of the Service will be dependent on the Customer having sufficient internet connectivity and this will vary depending on the complexity of the Customer's network. It is the responsible of the Customer to ensure sufficient connectivity is available to run the Service.

#### 4.4 Service Deployment and Integration

Customer is responsible for providing necessary resources and insuring timely completion of deployment / integration tasks in accordance with an agreed implementation plan.

#### 4.5 Content backup

Creation and maintenance of back-up copies of Hosted Content for use other than in connection with the Service is the Customer's responsibility.

#### 4.6 Tier 1 Helpdesk Support for End Users

The Customer is responsible for providing tier 1 support to its End-Users from a Customer helpdesk. BT will train up to 5 (five) Customer designated resources (the "Customer Technical Representatives") to handle all tier 1 Service support issues. Only the designated Customer Technical Representatives will be authorised to communicate technical support issues to BT. BT will provide the Customer Technical Representatives "train the trainer" training to provide them with the skills needed to train other Customer support staff as part of the Service setup. BT will accept support requests only from the Customer Technical Representatives. If a Customer Technical Representative is unable to resolve an issue, he or she will escalate to BT tier 2 support via a defined process documented during Service implementation and training.

#### 4.7 Security Check

Prior to deploying the Kontiki software solution, BT recommends that the Customer carries out their own security & risk assessment. The Customer is recommended to carry out this assessment factoring in (i) Customer's own security policies (ii) Setup of Customer's network environment including critical & non critical services and applications.

### 5 ORDERING

5.1 This Service Schedule shall continue in full force and effect until terminated by either Party, in accordance with the PSA.

5.2 Customer may purchase the Service by submitting an Order to BT. All Orders are subject to written confirmation of acceptance by BT. No contingency contained on any Order shall be binding upon BT. The terms and conditions of this Service Schedule and the PSA shall apply to all Service purchases regardless of any additional or conflicting terms on any purchase order or other correspondence submitted by Customer to BT, and any such additional or conflicting terms are deemed rejected by BT.

5.3 Each Order shall have a Minimum Period of Service calculated from the Operational Service Date as notified by BT. Unless otherwise specified on the Order, the Minimum Period of Service shall be twelve (12) months or if longer, the duration of the Service package purchased. Following expiration of the Minimum Period of Service, the Service may be renewed by mutual agreement of the Parties upon execution of an Order for the new Minimum Period of Service selected by the Customer.





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## 6 CHARGES AND PAYMENT TERMS

### 6.1 Order Form Pricing

All Charges for the Service will be set forth in the Order for the Minimum Period of Service.

### 6.2 Setup

A one-time setup Charge based upon the number of End-Users will be payable at the start of the Minimum Period of Service. The setup Charge will be charged once regardless of the number or combination of the Services purchased. This applies to the initial Order as well as additional Services ordered after the initial purchase. The setup Charge includes system setup, configuration, deployment, testing and training of Customer's Administrators and publishers. No End-User training is included.

The setup Charge also includes three training sessions described below and offered simultaneously to Customer via an on-line web conferencing platform. If Customer requests onsite training, Customer will be required to cover BT's reasonable travel costs associated with this training. Additional training after initial setup can be purchased by Customer at BT's then applicable professional services Charge plus reasonable travel costs.

**Course:** Content Manager Training

**Course Description:** Content Manager Training provides training for creating, managing and distributing Content through the Service.

**Who Should Attend:** Customer personnel who manage the Service.

**Course:** Deployment Training

**Course Description:** Deployment Training provides technical information and hands-on experience for the deployment of the Service.

**Who Should Attend:** Customer technical or project leads who are involved in deployments of the Service.

**Course:** Help Desk Training

**Course Description:** Help Desk Training provides the basic information needed by Customer help desk personnel to provide tier 1 support on the Service for End Users.

**Who Should Attend:** Customer support specialists who are responsible for addressing questions associated with the Service.

#### 6.2.1 Directory Integration

Directory Integration can be provided at an additional Charge. The Charge reflects the number of hours required to integrate one Customer directory using standard integration practices and APIs to the Service. Any additional hours incurred beyond the standard scope of work for standard integration practices and APIs such as additional directories or additional custom work outside of standard practice (e.g., significant code customizations, installation, and maintenance of a private line, etc.) will be chargeable at BT's then applicable professional services Charge.

### 6.3 Content Storage

As part of the Service the Customer will be provided with 1 TB of included Content storage. Customer's Content will be stored and available for viewing as long as Customer continues to receive the Service. Any Content item not downloaded for 12 consecutive months may be automatically deleted from the Service. Customer will receive a warning in advance of the Content being deleted. If Customer's Order expires or is terminated for any reason, Customer will lose access to any Content stored on the Service.



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#### 6.4 Content Delivery Package Options

##### 6.4.1 Unlimited Usage:VoD

- a) Customer will be invoiced annually in advance upon Order placement for Unlimited Usage at a Charge equal to the number of End-Users accessing the Service. Payment is non-refundable. The Minimum Period of Service is 12 months unless a longer term is set forth on the Order.
- b) The Customer may increase the number of End-Users on a pro-rated annual fee effective and payable 30 days prior to installation of the additional PC client desktop software.
- c) Travel and living expenses, if required, are not included and will be invoiced separately.

##### 6.4.2 Unlimited Usage: Live

- a) Customer will be invoiced annually in advance upon Order placement for Unlimited Usage at a Charge equal to the number of End-Users accessing the Service. Payment is non-refundable. The Minimum Period of Service is 12 months unless a longer term is set forth on the Order.
- b) The Customer may increase the number of End-Users on a pro-rated annual fee effective and payable 30 days prior to installation of the additional PC client desktop software.
- c) Travel and living expenses, if required, are not included and will be invoiced separately.

##### 6.4.3 Unlimited Usage: VoD & Live

- a) Customer will be invoiced annually in advance upon Order placement for Unlimited Usage at a Charge equal to the number of End-Users accessing the Service. Payment is non-refundable. The Minimum Period of Service is 12 months unless a longer term is set forth on the Order.
- b) The Customer may increase the number of End-Users on a pro-rated annual fee effective and payable 30 days prior to installation of the additional PC client desktop software.
- c) Travel and living expenses, if required, are not included and will be invoiced separately.

#### 6.5 Kontiki Webcaster

- a) Customer will be invoiced annually in advance. Payment is non-refundable.
- b) The Charge for Kontiki Webcaster Charge includes 1 Producer License & 2 Support Personnel Licenses.
- c) Additional Producer and Support Personnel Licenses are available upon request from BT and each will incur an additional Charge. The Minimum Period of Service for additional licenses shall run co-terminus with the existing Producer and Support Personnel Licenses provided under the Contract.
- d) Streaming outside of the Kontiki CDN is limited to 3TBs per month. The Customer will be invoiced for any volume exceeding this limit.

#### 6.6 BT Managed Streaming

BT's Managed Streaming (Onstream) service can be used in conjunction with the BT Streaming – Enterprise (Kontiki) to provide a live event to an enterprise audience as well as an internet based audience. Single or multiple presenters can be accommodated using BT's video exchange network. BT Managed Streaming (Onstream) is provided by BT under a separate Service Schedule.

#### 7 Service Updates and Upgrades

Subject to Section 7.1 and 7.2 below, BT may add, delete or modify features or functionality for the Services provided that any change does not materially adversely affect Customer's use of the Service.



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#### 7.1 Service Updates

BT shall use commercially reasonable efforts to provide 30 days advance notice to the Customer, or if 30 days is not possible, as much notice as is practicable in the circumstances of any Service Updates.

#### 7.2 Service Upgrades

BT shall use commercially reasonable efforts to provide 60 days notice prior to the Service Upgrades being implemented. The Customer will not have the option to reject the Upgrades.

### 8 LICENSE TERMS

#### 8.1 Grant

Customer is granted a nonexclusive license to use the Media Manager and provide the Media Manager to End Users. Customer will be responsible and liable for the compliance of its End Users with these terms.

#### 8.2 Restrictions

Customer shall not, and shall not allow or permit others to: (a) sell, resell, rent, lease, provide service bureau or similar services using the Service; (b) permit either direct or indirect use of the Service by any third party; (c) copy, distribute, disclose, reproduce, use or allow access to the client desktop software; (d) remove, obscure or alter any copyright notices affixed to or contained in the client desktop software; (e) engage in any malicious, non-commercial use of the Service; or (f) disclose or publish the results of any Service performance benchmarks to any third party. Customer will not modify, disassemble, decompile, reverse engineer, create derivative works of or make any other attempt to discover or obtain the source code for the Media Manager or the Services, and will take all reasonable steps to prohibit its employees and contractors from doing so.

#### 8.3 Ownership and Rights

BT or its suppliers retain all Intellectual Property Rights and title in and to the Service.

### 9 ACCEPTABLE USE POLICY

Customer agrees on behalf of its employees, agents, contractors, affiliates, subsidiaries who access the Service (“Users”) to ensure compliance with the Acceptable Use Policy set forth below:

#### 9.1 Illegal Use

Users are prohibited from using the Service to commit or aid in the commission of any crime, fraud, or act which violates any applicable local, national, or international law or regulation.

#### 9.2 Prohibited Content

Users are prohibited from using the Service to transmit, distribute, disseminate, publish, or store:

- a) any material in violation of any applicable local, national, or international law or regulation;
- b) material that infringes any patent, trademark, trade secret, copyright, or other intellectual property right of any party;
- c) material that is defamatory, abusive, or harassing; or that threatens or encourages bodily harm, destruction of property, or infringement of the lawful rights of any party; or otherwise constitutes an illegal threat;
- d) material that violates the privacy of any party as protected by applicable local, national, or international law or regulation;



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- e) material containing software viruses, worms, Trojan horses, time bombs, cancelbots, or other harmful or deleterious computer code, or any computer code, files, or programs designed to disrupt; destroy; disable; invade, gain unauthorised access to; or corrupt, observe, or modify without authorization, any data; network transmissions; software; computing or network devices; or telecommunications equipment; or
- f) unsolicited or unauthorised advertising, promotional materials, bulk email, or chain letters.

#### 9.3 Unauthorised Access

Users are prohibited from employing the Service to access any computer, network, or data without authorization or in a manner that exceeds authorization for any purpose, including but not limited to:

- a) retrieve, alter, or destroy data;
- b) probe, scan or test the vulnerability of a system or network; or
- c) breach or defeat system or network security measures such as authentication, authorization, confidentiality, intrusion detection, or monitoring.

#### 9.4 Malicious Disruption

Users are prohibited from interfering with or disrupting (i) the business operations, service, or function of BT, any User, or any computer, host, network, or telecommunications device; or (ii) the legitimate use of the Service by any User including by deliberate attempts to overwhelm an application, computer system, network device, or network

#### 9.5 Content Monitoring

BT does not monitor, review, edit, or censor information transmitted by Users on the Service. Users are solely responsible for the information they transmit on the Service and for complying with all laws and regulations applicable to such information. Users acknowledge that BT is not responsible for the truthfulness, accuracy, or legality of any information transmitted, published, or accessed by Users on the Service.

#### 9.6 Investigations

BT reserves the right to:

- a) initiate investigations into potential misuse or abuse of the Services by Users and others;
- b) involve, and cooperate to the fullest extent possible with, law enforcement, regulatory, and other authorised agencies in the investigation and prosecution of crimes alleged or suspected to have been committed using the Service;
- c) terminate or suspend use of the Service by a User found to have violated this Acceptable Use Policy or other applicable terms and conditions to which Users are legally bound to BT; and
- d) immediately, without notice, and at BT's sole discretion, completely or partially suspend use of, and access to, the Service by any User to the extent, as BT determines in its sole discretion, required to maintain and protect the security and operations of (i) BT or the Services, or (ii) any User or any User's computer networks or systems, where BT reasonably believes such security and operations are under potential, threatened, or actual attack or compromise.

In each case that BT suspends BT Service pursuant to this Section, it shall advise User as promptly as reasonably possible. Such Service may be restored, within BT's sole discretion, after any violation or threat has been remedied or corrected.

#### 9.7 Indemnification



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The Customer agrees to indemnify BT against any claims or legal proceedings which are brought or threatened against BT by a third party because the Service is used in breach of the AUP.

#### **10 TERMINATION CHARGES**

In addition to the provisions of PSA, if the Customer terminates Service or if BT terminates Service for breach before the Minimum Period of Service has expired, then, the Customer will;

- as a termination charge, forfeit the right to recoup or reclaim an amount equal to the Charges for any remaining Months of the Minimum Period of Service; and
- any additional charges which BT either has to pay a supplier as a result of early termination of the Service or has already paid a supplier in connection with the provision of the Service and is unable to recover from them.