

Product Schedule: Cloud Video Services - Terms and Conditions

1. **Purpose:** This Product Schedule forms part of the Product Agreement between Arrow and the Customer (where Customer also referred to as "You"/"Your") in relation to Cloud Video Services, and sets out terms and conditions which are specific to the provision of such Cloud Video Services. It is in addition to and subject to Arrow's standard Terms and Conditions, and does not in any way replace them. Capitalised terms used in this Product Schedule have the same meaning as in the Terms and Conditions. Where there is a conflict between the terms of this Product Schedule and the Terms and Conditions, the terms of this Product Schedule shall apply.
2. **Cloud Video Services – General Terms:** The following provisions shall apply to the provision of all Cloud Video Services. The term "**Cloud Video**" means such services as are set out in the Product Agreement.
 - 2.1 **Equipment:** All descriptions, drawings and particulars relating to the Cloud Video Services hardware in any catalogues, brochures, leaflets or other documents are for illustrative purposes only and do not form part of the Agreement.

All representations as to the performance of the Cloud Video Services hardware are based on information provided by the manufacturer and relate to their performance in normal conditions and when used correctly.
 - 2.2 **Software and Maintenance:** Software is solely licenced to the Customer and not sold and is provided on the terms of the manufacturer's licence, as further set out in Clause 9.2 of the Terms and Conditions.
 - 2.3 The Cloud Video Service (CVS) is a self-service, hosted video conferencing Service that allows the user to video conference and share data with other (CVS) Users on suitably equipped desktop/mobile devices or VidyRoom systems; 'guests' users invited via email; H.323 or SIP-based video conferencing systems outside of the (CVS) network or people or organisations using Vidy-based services that are 'federated' to the (CVS) Service. To use this Service, You will need to download the client software from the link contained within the welcome email or via the link contained in a meeting invite email. You agree that, in addition to the terms of the end user software licence, You shall not (and You shall not permit anyone else, including any participant, to) copy, translate, merge, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the software or any part thereof.
 - 2.4 You agree to comply promptly with any reasonable instructions given by us from time to time in connection with the use and operation of the video conferencing software.
 - 2.5 Please be aware that from time to time, the conferencing software may automatically request or require You to download updates from the software supplier. These updates are designed to improve, enhance and further develop the Service and may take the form of bug fixes, enhanced functions, new software modules and completely new versions of the software. By accepting these Terms You agree to receive such updates and permit us to deliver these to You as part of Your use of the service.
 - 2.6 You agree and undertake to stop using the service if at any time You terminate Your agreement with us.
3. **User Accounts and Security**
 - 3.1 You shall not acquire any rights in relation to any user names or passwords allocated by us in connection with the Service. You must access our Service using only the user name(s) and passwords provided by us to You.
 - 3.2 You are responsible for the security, safe keeping and proper use of Your password(s) once You have received it/them from us. Other than as expressly permitted by these Terms, You have no right to sell or agree to transfer the passwords provided to You for use with the Service and You understand that You shall not do so.
 - 3.3 You are not permitted to advertise any password provided to You for use with the Service without our prior written consent, and You undertake to ensure that this does not happen.
 - 3.4 You are responsible for maintaining the confidentiality and security of any passwords that we provide to You. In the event that You become aware of or suspect that Your account may be subject to unauthorised use, You agree to notify us immediately at worksmartsupport@arrowcommunications.co.uk.
4. **Cloud Video System Installation:** Arrow cannot guarantee how any Equipment, Cloud Video System or Services supplied will work with other equipment, systems or processes already used by the Customer unless a written specification of requirement is included in the Product Agreement.

On termination for any reason, Arrow shall not be liable for any charges to reprogram the Customer's equipment for subsequent services, and shall be entitled to charge the Customer for any such work carried out by Arrow in accordance with paragraph 4.1 below.

 - 4.1 **Additional Work & Modifications:** All adjustments, repairs, replacements and work other than that provided for in the Product Agreement will be charged at the rates of Arrow at the time the work is undertaken. Arrow will quote separately for any modifications, additions to, or overhauls requested by the Customer.
 - 4.2 **Replacement Parts:** Where a replacement part is fitted to the Equipment, the part removed shall become the property of Arrow.
 - 4.3 **Exclusions:** Any services or materials required as a result of faulty cables or attachments of other

equipment, are not included in the Charges for this Product Agreement and any such services or materials will be charged to the Customer at Arrow's current rates.

4.4 Current Supplier: On signature of the Product Agreement (or, where applicable, acceptance by Arrow of the relevant Purchase Order), Arrow will facilitate the provision of the new Cloud Video System. Arrow is not liable for any termination fees payable by the Customer to their current supplier, regardless of whether this is in lieu of a notice period or for any other reason.

4.5 Delivery and Performance: The Customer accepts that Arrow is dependent upon the manufacture and supply of Equipment and Software by third parties and therefore all times or dates given for delivery of the Equipment and/or Software and for performance of the Services are intended to be estimates only and time shall not be of the essence in respect of the same. If no dates are specified then delivery shall be within a reasonable time.

Arrow shall not be liable for any non-delivery of Equipment and/or Software unless written notice is given by the Customer to Arrow within 10 days of the date when the Equipment and/or Software would in the ordinary course of events have been received.

4.6 Access: The Customer shall provide Arrow and its subcontractors, at no charge, with such space and electrical power as is reasonably required by Arrow.

The Customer shall prepare the area of delivery and installation of the Equipment and/or Software and allow and facilitate for Arrow and its subcontractors such access to the Customer's premises as is appropriate and necessary for the initial installation of the Equipment and from time to time thereafter to ensure the efficient operation of the Telephone System. Such access shall include the provision of remote access as required via dial-in or VPN to perform remote installation.

5. Modifications: The Customer is responsible for: -

- (a) ensuring that only materials or supplies approved or supplied by Arrow are used in conjunction with the Cloud Video System; and
- (b) ensuring that Arrow is notified in writing wherever any Equipment has been moved to a new location. The maintenance charges may be increased if Arrow has no suitable engineering facilities within 50 miles of the new location.

Arrow will not accept responsibility for any Cloud Video System malfunction which is deemed to have resulted from maintenance, alteration or repair to the Cloud Video System, unless this was carried out by Arrow or persons authorised by Arrow. If this condition is not observed then Arrow may either terminate the Product Agreement without liability or restore the Equipment at the cost and expense of the Customer.

In the event that You, or your employees make and keep any recordings, you will be responsible and liable for the security of such recordings and any breaches of any data and will notify Arrow immediately of any data security issues relating to such recordings.

- 6. Network Services:** The Customer acknowledges and agrees that it is aware of the network ramifications of using the Arrow service. When the service is used over the mobile networks, it may incur out of bundle charges and any additional out of bundle charges will be the liability of the Customer and Arrow will not be responsible for any such additional charges.
- 7. Indemnity:** The Customer shall indemnify Arrow against all Losses incurred by the Arrow Group in connection from claims by third parties arising from the Customer's use of the Equipment, network configuration or systems supplied by others, or any factors outside Arrow's reasonable control.
- 8. Helpdesk:** Helpdesk support in relation to the services and software is included within the monthly service rental fee and the helpdesk support is Monday – Friday, 9am – 5.30pm. Any support required in relation to audio visual services will fall within the relevant terms for such services.