

BT Trace for Retail Service Annex

BT Reference No. **_**** _*****

1. Definitions

The following definitions apply, in addition to those in the PSA and the General Service Schedule.

“BT Provided Equipment” means equipment that is sold by BT to the Customer as part of the Service, including but not limited to any Handheld Readers and tablets.

“Bronze Level Support” means the level of support provided by BT to the Customer for Handheld Readers, as described in section 7.3 hereafter.

“Central Server Software” means control software used to store the Customer’s collated scanned data which allows the Customer to optionally integrate into the Customer’s IT systems to allow automatic replenishment and reordering of stock, and which provides the Customer with access to the following stock reports:

- (a) stock count and movement reports by Item;
- (b) stock replenishment reports by Item and Item groups; and
- (c) replenishment reports by Item across store groups.

“Emergency Procedures” means any emergency maintenance that BT may have to carry out, updates and other procedures for reasons of health, safety, security or otherwise to protect the Service, and which may cause a disruption to the Service.

“Incident” means an incident which is not part of the standard operation of a Service and which causes, or may cause, an interruption to, or a reduction in the quality of that Service.

“Internet” means a global computer network providing a variety of information and communication facilities, consisting of interconnected networks using standardised communication protocols.

“Item” means Customer’s product or an item of the Customer’s stock.

“Handheld Reader” means a handheld device provided by BT which the Customer may use to scan and read data contained on RFID Labels.

“LAN” means Local Area Network.

“Maintenance Release” means a type of Software Release which is the collection of cumulative error corrections, which may include enhancements to the existing functionality or performance of the software.

“Major Release” means a major version software updates or other Software Release that provides significant new functionalities or performance.

“Patch” means a type of Software Release which is a bug fix or software change released to correct verified software errors in the current version.

“RFID” means Radio Frequency Identification.

“RFID Label” means a RFID label containing a chip and antenna that can be attached to an Item and are capable of storing data that can be read by the Customer using a Handheld Reader.

“RMA Number” means return materials authorisation, which is a code required to accompany shipping faulty Handheld Readers.

“Service” means the BT Trace for Retail service which allows the Customer to use Handheld Readers to scan data held on RFID-Labelled Items to the Central Server Software over the Customer’s Wi-Fi network and the Customer’s WAN.

“Software Release” means a Maintenance Release or a Patch.

“Territory” means the country of the BT entity providing the Service as set out in the Order.

“WAN” means Wide Area Network.

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“**Wi-Fi**” means a wireless LAN product based on the Institute of Electrical and Electronics Engineers 802.11 standards.

2. Service Description

2.1. BT will provide the Service to the Customer, which will comprise the following elements in accordance with the details set out in the Order:

- 2.1.1. RFID Labels;
- 2.1.2. Handheld Readers, accessories and associated client software that controls the reading and counting processes;
- 2.1.3. Central Server Software which is hosted by BT;
- 2.1.4. support and maintenance as detailed in section 7;
- 2.1.5. if selected by the Customer as set out in the Order, enhanced User support and maintenance; and
- 2.1.6. if selected by the Customer as set out in the Order, optional in-store tablet computer devices that provide the Customer with the ability to access reports and data output from the information held on the Central Server Software.

2.2. The Service Management Boundary for the Service is the interface between the Central Server Software and any infrastructure, including IT systems, controlled or owned by the Customer.

2.3. The Service does not include, and the Customer has sole responsibility for, attaching RFID Labels to Items, undertaking all RFID Label counting and stock replenishments, accessing and acting on reports, managing Item changes and any other activity required to extract business value from the Service.

3. Minimum Period of Service

The Minimum Period of Service for the Service is 12 months beginning on the Operational Service Date.

4. Customer Responsibilities

4.1. The Customer is responsible for:

- 4.1.1. identifying any interfaces between the Service and the Customer's IT systems and providing BT with all information required for BT to provide the Service;
- 4.1.2. providing all Item information reasonably required by BT in an agreed file format;
- 4.1.3. managing User access to the system including the performance of Customer networks (including but not limited to Wi-Fi, LAN and WAN); and
- 4.1.4. hosting the Central Server Software on the Customer's premises if the Customer elects to do so or if BT considers it is reasonably required due to specific customer operational, technical and security requirements.

4.2. If the Customer IT system interface changes during the operational phase then the Customer will be subject to additional charge for integration, such charges to be notified to the Customer in advance.

4.3. The Customer gives BT permission to hold its data in BT's secure data facility located in the Territory.

5. Charges and Payment Terms

The Charges for the Service will comprise some or all of the following components, depending on the option selected on the Order:

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Charge	One-time Charge	Recurring Charge
Service and maintenance charge per month		Yes
Charge for hardware, software and set-up work required	Yes – set-up	
Volume charge based on labels ordered		Yes

6. BT Provided Equipment

6.1. Delivery of BT Provided Equipment

- 6.1.1. BT will use its reasonable endeavours to deliver the BT Provided Equipment by the date(s) agreed with the Customer as set out in the Order but all dates are estimates and BT has no liability if it does not meet the date(s).
- 6.1.2. BT Provided Equipment will be delivered in the BT Provided Equipment manufacturer's original wrapping to the Customer at:
- (a) the address on the Order if supplied in the Territory or if the Territory and delivery address(es) are within EU/EFTA.
 - (b) the applicable port of entry in the delivery country, in which case the BT Provided Equipment will be supplied DDU (INCO terms 2000), as modified by the express provisions of this Annex. The Customer will act as the importer of record and BT will be the exporter of record. The Customer must clear the BT Provided Equipment through the applicable customs authority in the destination country and shall be liable for any import tax, duty and/or excise duty incurred.
- 6.1.3. It may be possible for BT to arrange shipping services to deliver the BT Provided Equipment to the final destination address(es) specified in the Order if the Territory and/or the delivery address(es) are outside the EU/EFTA. BT will provide end-to-end delivery services to the delivery destination address(es) except that the Customer will:
- (a) perform any import clearance tasks that the law of the applicable country requires it to;
 - (b) pay import duty and other charges in accordance with DDU (INCO Terms 2000) to BT (or the relevant person if BT cannot lawfully pay on behalf of the Customer); and
 - (c) if requested by BT, provide authorisation as soon as practicable authorising BT or its agent, to carry out its obligations as shipping agent. Any such authorisation shall be as narrow as is required for the fulfilment of the task. If the Customer cannot give such authorisation, it will undertake those tasks itself at its own cost.
- 6.1.4. BT may, at its sole discretion, assign the supply of BT Provided Equipment outside the Territory to another BT entity to provide and invoice for. Notwithstanding any other provisions of this Agreement, the Customer hereby agrees to any such assignment.

6.2. Acceptance of BT Provided Equipment

Acceptance of the BT Provided Equipment will take place on signature for the delivery as follows:

- 6.2.1. at the delivery address(es) if the Territory and/or delivery address(es) are within the EU / EFTA); or

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6.2.2. in all other cases, at the port of entry, or at the final delivery address(es) that BT has agreed with the Customer if BT is shipping the BT Provided Equipment as described in section 6.1.3.

6.3. Risk and Ownership

6.3.1. If BT Provided Equipment is supplied in the Territory then title in the BT Provided Equipment will pass to the Customer on payment in full of all monies due.

6.3.2. Until BT receives payment in full in accordance with the Agreement for any BT Provided Equipment received by the Customer:

- (a) that BT Provided Equipment must appear in the Customer's books in the name of BT; and
- (b) if there is a threatened seizure of any of that BT Provided Equipment, or anything else in clause 12 (Termination) of the General Terms and Conditions applies to the Customer, the Customer must immediately notify BT so that BT may take action to repossess the BT Provided Equipment; and notify interested third parties of BT's ownership of the BT Provided Equipment.

6.3.3. For BT Provided Equipment to be supplied outside the Territory risk and title in the BT Provided Equipment will pass to the Customer on despatch from the final shipping point in the Territory but the Customer will not be liable for any loss or damage to the extent that it is caused by BT's negligence.

7. Service Support

7.1. Telephone and E-Mail Support

7.1.1. BT will provide telephone and e-mail support during the following hours:

- (a) first line support: 24x7 telephone and e-mail support in the following languages: English, Italian, Mandarin, French and Spanish.
- (b) second, third and or fourth line support (if selected by the Customer as set out in the Order) during the agreed hours as set out in the Order.

7.1.2. BT will use reasonable endeavours to:

- (a) answer questions related to the operational use of the Service;
- (b) identify and verify the causes of suspected Incidents; and
- (c) provide workarounds, when available, for verified Incidents.

7.2. Software Support

If the Customer reports an Incident to BT, and BT determines through testing that the Incident is recurring or ongoing, BT will use reasonable endeavours to analyse and resolve the Incident.

7.3. Handheld Readers Support

BT will provide the Customer with Bronze Level Support for Handheld Readers, under which BT will, for a period of 3 years from the date of the Order:

7.3.1. provide or arrange for service centre repair or replacement Monday to Friday (excluding public holidays), with an in-house turnaround of three (3) Business Days. The Customer acknowledges and agrees that this turnaround time represents the time a Handheld Reader unit spends at BT in the repair process; it does not include time in transit. Turnaround times are a target and are not a guarantee.

7.3.2. provide ground shipment on all outbound repairs to the delivery location notified to BT by the Customer, or to BT's local in-country consolidation point, where applicable. BT

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will bear all costs and risks associated with transportation of the Handheld Readers to the Customer. The Customer will bear all costs and risks associated with transportation; of the Handheld Readers to BT.

- 7.3.3. subject to clause 7.5.2, replace Handheld Reader units where required due to accidental damages to internal and external components that occur during normal use.

7.4. Customer Responsibilities

- 7.4.1. The Customer must provide a complete list, and if practicable in electronic format, of the serial numbers for all hardware and accessories that will be covered by the support services under this section 7, prior to the first request for support. If the Customer needs to correct that list after the first request for support, support services for additional hardware and accessories may be subject to additional Charges in accordance with the Order.
- 7.4.2. In order to return any Handheld Reader to BT for repair, the Customer must request from BT a RMA Number for entitlement, tracking and shipping labels.
- 7.4.3. The Customer will package all Handheld Readers safely and securely for transport and ensure the RMA Number is clearly visible on the outside of the package.
- 7.4.4. The Customer will provide for the safe transport of Handheld Readers to BT's specified service centre. The Customer bears all risks associated with this transportation. If Handheld Readers are shipped via customer-designated carrier and method, the Customer will also bear all costs associated with this transportation.

7.5. Limitations and Restrictions

- 7.5.1. The Customer will incur additional charges for any of the following activities, which are not covered under this Agreement:
- (a) replacement of consumable parts or accessories, as defined by the relevant Handheld Reader, including but not limited to batteries, cables, carrying cases, paper, diskettes, tapes and ribbons;
 - (b) repair of Incidents caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal and external component damage or destruction;
 - (c) repair of Handheld Readers that have been repaired by a third party;
 - (d) repair of Incidents caused by using a Handheld Reader outside of that Handheld Reader's specifications;
 - (e) repair of Incidents caused by operator-error, unauthorised alterations or unauthorised attempted repair; and
 - (f) non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- 7.5.2. Where on-going accidental damage is considered by BT to be excessive, systemic or the result of mishandling, the Customer will participate in discussions with BT in good faith to resolve this. Should such damage continue unabated, the Customer will incur a repair charge at BT's discretion and prevailing charges for Handheld Readers deemed by BT to have been damaged through improper handling, carelessness or reckless use, such charges to be notified to the customer in advance.
- 7.5.3. BT is not obligated to provide support services for any Handheld Reader if the Customer fails to comply with the obligations contained in this Service Annex.

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7.6. Exclusions

Section 7 will not apply to the extent that any unavailability of or Incident related to any aspect of the Service is due to:

- 7.6.1. Force Majeure events as set out in the General Terms and Conditions;
- 7.6.2. any problems with or failure of the Internet or disruption to the Customer networks (as set out in section 4.1.3);
- 7.6.3. suspension of the Service in accordance with the Agreement;
- 7.6.4. Planned Maintenance;
- 7.6.5. Emergency Procedures;
- 7.6.6. reasons of security, health and safety;
- 7.6.7. an Incident being reported and BT cannot confirm that an Incident exists after performing tests; and or
- 7.6.8. any incorrect information provided by the Customer;
- 7.6.9. any delay or failure by the Customer to provide information reasonably required by BT;
- 7.6.10. any problems with or failure caused by the Customer's failure to comply with its obligations hereunder and or
- 7.6.11. any faults associated with any of the Customer's applications or data.

8. Service Levels and Credits

Clause 7 ("Service Levels") of the General Service Schedule does not apply to the Service hereunder and no service credits are payable.