

Appendix B

BESPOKE MATTERS SPECIFIC TO THE LICENSEE

PRODUCTS/SERVICES

Audiominutes Audio Module

SUPPLEMENTAL PRICE FOR ADDITIONAL PRODUCTS/SERVICES

£3,900 per annum

Supplementary Information and Module Specific Terms and Conditions:

The Audiominutes service comprises an 'App' (a software application for use on the Android platform) and set of web services that captures and encodes audio (11,025 Hz 16 Bit mono at 64kbps – MP3) records locally and webcasts over a suitable network to our system.

Features included:

- On-line tutorials and training videos
- Record/Stop
- Pause
- Profanity filter
- Meeting selection
- Agenda item tagging in real time
- Current and peak listeners displayed
- Publish/unpublish button
- Back-up copy of meeting stored on host device
- Security checksum stored (proves audio file has not been tampered with)
- A test stream facility
- Support of up to 1,000 concurrent listeners
- Integration of live and recorded playback into Modern.gov decision management system
- Twitter integration directly from app
- Access to analytics portal
- Note: Live and archived playback works on IE9 and later and requires Javascript to be enabled.

You will need to provide the following:

- A suitable recommended Android tablet
- A suitable audio source, to plug into the above, (line-in)
- A good quality Internet connection (standard business ADSL is adequate)

Consent:

If necessary, you will obtain the consent of any person to be webcast if necessary, or, in the case of minor children, obtain the consent of their parent or guardian.

Ownership of the Content:

We assign to you all intellectual property rights in the Content.

Reproduction of the Content:

To the extent that we have such rights, we assign all intellectual property rights in the Content to you. You have full rights over the Content and may store, publish or reproduce the Content on to any other server or location without our prior written consent.

Your Services:

You will be exclusively responsible for all content you provide through or involving use of this service. You will indemnify us against all claims by third parties arising directly or indirectly from your services or your failure to provide services and against all losses, costs, damages and expenses resulting directly or indirectly from such claims. In particular but without limitation you will obtain effective consents from or on behalf of any person appearing in any webcast.

Responsibility for Webcasting:

You will be exclusively responsible for any liability arising from unauthorised access or alteration to the Content while under your control. You will also be responsible for any liability arising from any material or data which has been webcast that includes any threatening, defamatory, obscene, offensive or illegal material or any material which infringes any person's intellectual property rights. Except as expressly otherwise stated in the Agreement, we will not be responsible for any liability arising from the failure to webcast any material or data.

Charges:

The charge shall be payable yearly in advance.

The Licensor shall have the right to vary the charge (once the Initial Period has ended) on an annual basis by giving to the Licensee not less than 3 months written notice in advance of such variation effective at the end of the then current period of support/maintenance. Such increase will be equivalent to any increase in the Retail Prices Index (as published by the Office of National Statistics) for the twelve (12) month period preceding the price increase.

If the Licensee terminates the service then any unused fee after the notice period will be credited to the Licensee