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1) INTRODUCTION

- i) The British Library serves researchers from a wide variety of communities including higher education, the creative industries, performing arts, businesses and general users. Annually 24 million searches are generated from the online catalogue and 500,000 people visit the Library's reading rooms. Many of the services provided by the Library together with a wide range of additional information can be accessed via our website at www.bl.uk.
- ii) The Library's Strategic Marketing and Communications directorate send out, on average, 250,000 marketing emails per month to a global audience including academic researchers, business users, the public and remote users of our document supply service.

2) SCOPE

- i) We are seeking to implement and maintain a comprehensive e-marketing software solution that covers all aspects of email marketing, campaign optimisation, tracking, and reporting. The Library is ambitious to dramatically improve its approach to e-marketing campaign activity and any replacement solution must support and facilitate these objectives.
- ii) The solution must integrate with our customer management infrastructure (CMI), which includes a registration portal and self-service customer portal, a master customer data repository (Microsoft Dynamics CRM v4), a user authentication system, Single Sign On (Shibboleth) and web analytics ([ComScore](#)).
- iii) Advice and guidance regarding the deployment of any solution and adoption of best practices in respect of e-marketing campaign strategy are valuable to the Library, beyond the implementation of a new system.
- iv) The solution must satisfy the requirements of UK and European Union privacy legislation, in particular the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011.

3) CONTRACT & CONTRACT DURATION

- i) The current e-marketing contract expires on 31 March 2012. The new system must be ready to go live on 1 April 2012. The contract will then be for a period of two years, subject to a satisfactory annual performance review, with an expiry date of 31 March 2014. It is envisaged that planning work on integration and implementation will start in October 2011.

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4) BACKGROUND TO THE REQUIREMENT

- i) The Library's current solution provider contract ends in March 2012, having been extended from mid-2011. A detailed business and technical analysis has been carried out by an external consultancy ahead of producing this Specification. This assessment sought to identify how we meet the needs of the separate audiences managed across the Library together with an audit of the systems that will need to align with a replacement solution, including integration issues and a gap analysis in respect of the current system's ability to meet on-going needs.
- ii) The analysis took place with representatives from across the Library marketing function including operations, web services, public, business, higher education, learning, remote supply, development office, readers, the Shop and Images Online. Members of the Library's IT organisation have also been involved.
- iii) The Findings from the analysis can be summarised in four areas:
 - Data management – adoption of a new model consisting of consolidated data management in order to achieve greater efficiency and support more sophisticated communications activity.
 - Campaign optimisation – deployment of the techniques associated with current best-practice e-marketing such as dynamic content, behaviour driven follow-up and multi-step messaging.
 - Coordinated communications – avoidance of over-communicating with individuals receiving messaging from different parts of the Library.
 - Workflow – implementation of formal processes for managing and briefing activity across marketing teams.
- iv) The Library continues to develop its customer management infrastructure, including event management and online shopping, together with more sophisticated use of web visitor tracking. Any solution must be able to adapt to this changing environment over time. In addition, the solution must be capable of observing existing master data management policies, particularly where it will not be the system of record for certain data.
- v) The e-Marketing solution must follow and adhere to the Library's CMI Technical Standards and Technical Standards for Procurements documents that can be found in the Appendix 3 and 4 attached.

5) THE REQUIREMENTS

- i) Overview
The e-marketing system requirements presented here are grouped into ten sections covering the following key functional and process areas:

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1. Functional area
2. Data management
3. Content creation
4. Workflow
5. Deliverability
6. Social media
7. Web analytics
8. Reporting
9. Usability
10. Performance

ii) Specifications

The British Library requires an e-marketing campaign system meeting the requirements set out here. Requirements are classified as:

- Mandatory (must) - essential requirements that suppliers must meet
- Desirable (should) - requirements that whilst bringing benefits are not essential
- Preferable (could) - requirements that would ideally be met.

Ref	Title	Description	Functional area	Priority
BL1	Data model	Single database of all communications recipients from which selections can be made. It will be necessary for the system to adhere to the Library's Customer Data Model and for vendors to demonstrate how this will be achieved.	Database management	Mandatory
BL2	Consumer and business-to-business data handling	Accommodate individual consumer contacts together with business contacts linked to organisations, such that changes to core organisational information will be reflected across all associated individuals.	Database management	Mandatory
BL3	Custom database modifications	Flexible data model, readably allowing addition of fields and tables for accommodating additional data elements.	Database management	Mandatory

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Ref	Title	Description	Functional area	Priority
BL4	User access privileges	Appropriate control over access to administrative functions, campaign execution and data for different user types.	Database management	Mandatory
BL5	Calculated fields	Automatic population of defined fields based on system administrator defined and configured logic. Any data element from the system (contact data, activity history etc) to be available for inclusion in calculated values.	Database management	Preferable
BL6	Reference data/pick-list management	System administrator level access to pre-defined and custom field pick-lists in order to change field option values.	Database management	Mandatory
BL7	Cohort management	Mechanism by which individuals within the database can be assigned to one or more “cohorts” or groups for subsequent selection. Individuals may be added/removed from cohorts on an on-going basis by system users. Cohorts themselves to be defined and managed by system administrator.	Database management	Mandatory
BL8	Scheduled batch data feeds	Automatically merge/append data supplied as a batch file into the database by monitoring a specified file area and processing new files that are deposited on a scheduled basis.	Database management	Mandatory
BL9	Web services integration	Automatic frequent data transfer and merge/append from other systems via a web services based interface.	Database management	Mandatory

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Ref	Title	Description	Functional area	Priority
BL10	Microsoft Dynamics CRM integrated data exchange	Automatic frequent data transfer and merge/append from a Microsoft Dynamics CRM system.	Database management	Desirable
BL11	Merge/append (1)	Import contact data (batch or integrated exchange), matching and updating existing instances or adding new individual records as appropriate.	Database management	Mandatory
BL12	Merge/append (2)	Match incoming data on multiple fields where available, including at a minimum name, organisation, address and email, using non-exact ("fuzzy") matching techniques including at a minimum email address, synonym, edit-distance and soundex. (Matching by email address alone is not acceptable.)	Database management	Desirable
BL13	Merge/append (3)	Present equivocal matches for review by a suitable user, based on a match confidence score. Individuals with the same name but where other details differ (or are unavailable) Desirable not be matched without user intervention.	Database management	Desirable
BL14	Data interface	Enable users with appropriate access privileges (see Ref BL4) to be able to make manual changes to contact data held within the system.	Database management	Mandatory

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Ref	Title	Description	Functional area	Priority
BL15	Subscription Centre	<p>Web based contact profile management allowing communications recipients to edit and amend their own details and preferences in the database online:</p> <ul style="list-style-type: none"> • Contact information • Messaging content preferences • Privacy preferences • Login credentials <p>Any person who has a registered and live customer account in our CMI must be able to access the 'Subscription Centre', but this should be restricted to only customers in our CMI.</p>	Database management	Desirable
BL16	Campaign selection (1)	<p>Advanced query function for selecting individuals to be included in communications activity from the campaign database. Capabilities to be supported:</p> <ul style="list-style-type: none"> ▪ Complex queries consisting of multiple AND/OR/NOT conditions. ▪ Creation of segments based on query terms that can be used to drive messaging customisation (see Ref BL34). ▪ Save and re-use queries for future activity. ▪ Retain queries for private use only or share them with other system users. 	Campaign management	Mandatory

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Ref	Title	Description	Functional area	Priority
BL17	Campaign selection (2)	<p>Data selection to be based on:</p> <ul style="list-style-type: none"> ▪ All database fields and tables (including custom elements, see Ref BL5) ▪ Cohorts (see Ref BL7) ▪ Inclusion in previous campaigns (i.e. what individuals have been sent in the past) ▪ Previous activity response/outcome/behaviour (open, click, form submission etc). ▪ Organisational information with which individuals are associated. 	Campaign management	Mandatory
BL18	Web analytics integration	Link to comScore Digital Analytix, the British Library web analytics solution, and incorporate browsing activity into messaging customisation and campaign execution.	Campaign management	Desirable
BL19	List extract	Export list based on query selection	Campaign management	Mandatory
BL20	Touch control (1)	Apply restrictions on inclusion of individuals in messaging activity in order to avoid over-communication, based on parameters such as last touch, total touches in given timespan and number of touches in defined topic areas.	Campaign management	Desirable

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Ref	Title	Description	Functional area	Priority
BL21	Touch control (2)	Ring-fence specified individuals within the database to be reserved for special activity or touch control. Individuals included in one or special cohorts (see Ref BL7) to be ring-fenced such that it would not be possible to select without the necessary authority.	Campaign management	Preferable
BL22	Multi-stage campaigns	Enable a sequence of messages to be pre-defined and executed over a period of time based on a schedule or other actions (see Ref BL23).	Campaign management	Mandatory
BL23	Activity triggers	Execute subsequent messages in a multi-stage campaign (see Ref BL22) based on recipient action (such as open, click etc) in previous stage.	Campaign management	Mandatory
BL24	Testing	Systematic support for multivariate campaign testing: <ul style="list-style-type: none">▪ Subject lines▪ Message content▪ Despatch timing▪ Selection/segmentation▪ Response handling	Campaign management	Mandatory
BL25	Landing pages	Host landing pages connected to campaign activity, with form data capture support, for response management. Record landing page visitor behaviour: <ul style="list-style-type: none">▪ Click-through from email▪ Sub-pages visited (where relevant)▪ Dwell time▪ Form submission (where relevant) (See BL57 and BL58)	Response management	Mandatory

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Ref	Title	Description	Functional area	Priority
BL26	Form pre-population	Landing pages incorporating forms to be pre-populated with information from the campaign database where available, so that recipients clicking-through are not required to re-submit existing details. (See BL57 and BL58)	Response management	Desirable
BL27	Progressive profiling	Forms presented to messaging recipients to incorporate variations on profiling questions allowing additional information to be obtained over time without asking the same questions repeatedly.	Response management	Preferable
BL28	Email generation	Despatch of HTML and plain text emails to database selections (see Ref BL16 and BL17).	Content creation	Mandatory
BL29	HTML email creation	<p>Built-in visual HTML editor for creating/editing standard compliant email content, supporting:</p> <ul style="list-style-type: none"> ▪ Creation and manipulation of email content, with the ability to edit HTML code. ▪ Display formatting, links and images in the editor as they will appear in the final email. ▪ HTML import/upload for using existing templates and existing emails ▪ Template library from which to choose format for email being created ▪ Automatic text version generator ▪ Image “alt text” management 	Content creation	Mandatory

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Ref	Title	Description	Functional area	Priority
BL30	Other email features	<ul style="list-style-type: none"> ▪ Automatic and mandatory inclusion in all emails, of unsubscribe links together with appropriate opt-out handling and database updates. ▪ “From” name customisation and dynamic assignment based on database attributes. 	Content creation	Mandatory
BL31	Scheduled despatch	Email despatch to take place according to a pre-defined schedule.	Content creation	Desirable
BL32	Image library (1)	Management of standard images for inclusion in messaging content. Images to be held in an area accessible by all users and organised for easy access.	Content creation	Mandatory
BL33	Image library (2)	Restriction of images included in messaging content to those in the Image library (see Ref BL32).	Content creation	Preferable
BL34	Dynamic content	Inclusion in messaging of one or more customised content elements (including images) based on query parameters and segmentation (see Ref BL16). Email subject line and body to be customisable.	Content creation	Mandatory
BL35	Personalisation	Inclusion in messaging of one or more database record fields (in message body or subject). (See BL57 and BL58)	Content creation	Mandatory
BL36	Text messaging	Ability to send text messages to individuals in the contact database with audit trail.	Content creation	Preferable

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Ref	Title	Description	Functional area	Priority
BL37	Campaign briefing	<p>Management of requests for campaign set-up:</p> <ul style="list-style-type: none"> ▪ Data selection ▪ Campaign design (i.e. multi-stage, triggered events – see Ref BL22) ▪ Messaging creative and content ▪ Scheduling ▪ Response handling ▪ Campaign social sharing 	Workflow	Desirable
BL38	Approvals	Systematic support for sharing draft/test emails and obtaining comments, amendments and approvals.	Workflow	Mandatory
BL39	Inbox preview	Visual representation of email as would be seen in different desktop, mobile and operating system email clients.	Deliverability	Mandatory
BL40	Spam check	Verification of email content for likely spam filter issues	Deliverability	Mandatory
BL41	Technical deliverability	<p>Assurance of inbox placement (not merely despatch) based on:</p> <ul style="list-style-type: none"> ▪ IP address management ▪ Black/white listing ▪ “From” domain configuration ▪ Consumer and business-to-business/corporate ISP/email services 	Deliverability	Mandatory
BL42	Inbox placement reporting	Measurement and reporting of successful inbox delivery of email messaging	Deliverability	Desirable

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Ref	Title	Description	Functional area	Priority
BL43	Social media auto-post	System automatically posts notifications on social media networks when communications are sent via the system, including link to the communication on a web page. Social services to be supported (at a minimum): <ul style="list-style-type: none"> ▪ Facebook ▪ Twitter ▪ LinkedIn 	Social media	Desirable
BL44	Social media share	Incorporate options within messaging activity enabling recipients to post notifications to social media services specified in Ref BL43.	Social media	Desirable
BL45	Social media monitoring	Link individuals in the contact database to social media services specified in Ref BL43 in order to monitor relevant comments and sentiment. (see BL58)	Social media	Preferable
BL46	Campaign reporting	Visual and numeric post execution reporting: <ul style="list-style-type: none"> ▪ Despatch ▪ Delivery (see Ref BL42) ▪ Bounces ▪ Opens ▪ Clicks ▪ Browse (see Ref BL18) 	Reporting	Mandatory
BL47	Email click heat maps	Visual indication of email link popularity ("heat mapping").	Reporting	Preferable
BL48	Reporting dashboards	Visual and numeric cross-campaign reporting in easily digestible dashboard format, readily configurable by any authorised and trained user. (Specialist database skills are not to be necessary for report set-up or amending.).	Reporting	Desirable

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Ref	Title	Description	Functional area	Priority
BL49	Touch reporting	Touch frequency reporting for individuals within the contact database.	Reporting	Preferable
BL50	Database reporting	System administrator database status reporting, providing overview statistics: <ul style="list-style-type: none">▪ Record counts▪ Field populations▪ Cohort membership (see Ref BL7)▪ Data age▪ Duplication issues	Reporting	Desirable
BL51	Results sharing	Enable all users to view top-level campaign metrics in order to share best practice and successful approaches.	Reporting	Preferable
BL52	Ease of use	Key usability considerations to include: <ul style="list-style-type: none">▪ Minimise steps needed to move between different areas of the application to achieve a given task, such as compiling message content or perform segmentation.▪ Avoidance of use of any kind of coding for dynamic content, personalisation or segmentation. All such functions to be visually driven.	Usability	Mandatory

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Ref	Title	Description	Functional area	Priority
BL53	System availability	<p>System to conform to the following key performance criteria:</p> <ul style="list-style-type: none"> ▪ Available for users from 0730 to 2100 Monday to Friday and at a minimum, 95% of all other times. ▪ Any system updates either be made outside these hours or using a replication process which allows users constant access during that process. 	Performance	Mandatory
BL54	User Response Times	<p>System to operate within reasonable response times:</p> <ul style="list-style-type: none"> ▪ A simple query to report back to the user screen within 5 seconds of the user request. ▪ A complex request to reported back to the user screen within 30 seconds of the user request. ▪ Campaign and database reports to be displayed to the user within 90 seconds. ▪ All user screens to load and refresh in less than one second. ▪ All reports and queries to have no significant detrimental impact on system performance for other users during execution. 	Performance	Mandatory
BL55	Data volumes	System to be able to handle 250,000 to 1 million individual contacts and associated campaign history.	Performance	Mandatory
BL56	Activity volume	At a minimum, support for average 250,000 marketing emails per month to global recipients.	Performance	Mandatory

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Ref	Title	Description	Functional area	Priority
BL57	Security	Adequate technical and organisational measures must be in place to protect personal information against unauthorised or unlawful processing, and against accidental loss, destruction or damage. Information security controls necessary to protect information assets against unacceptable risks to their confidentiality, integrity and availability.	Performance	Mandatory
BL58	Compliance	Measures must be in place to ensure that customers' privacy rights are protected, in particular the means to: <ul style="list-style-type: none">• obtain, record and action necessary consents and any withdrawal of consent to receive direct marketing;• obtain, record and action necessary consents and any withdrawal of consent relating to the use of cookies under the Privacy and Electronic Communications Regulations.• respond to access requests submitted under section 7 of the Data Protection Act• delete inaccurate or expired information	Performance	Mandatory

iii) Other Requirements**• Security**

The British Library is implementing Information Security controls in line with accepted best practice as defined in ISO/IEC 27002. Information is a critical business asset of the British Library and must be protected to a degree appropriate to its vulnerability and its importance or value. Information security controls are necessary to protect our information assets against unacceptable risks to their confidentiality (e.g. preventing unauthorised disclosure of personal information) integrity (e.g. ensuring that human error and programming bugs do not reduce the completeness or accuracy of our data) and availability (e.g. minimising unplanned system downtime)

• Standards

The e-Marketing system must follow and adhere to our IT Technical Standards outlined in the CMI Technical Standards document in Appendix 3.

• Integration

The solution must integrate with our customer management infrastructure (CMI), which includes a registration portal and self-service customer portal, a master customer data repository (Microsoft Dynamics CRM v4), a user authentication system, Single Sign On (Shibboleth) and web analytics (ComScore).

Definition of what we mean by ‘integration with CMI’

Our vision is to:

- consolidate customer data in one master data repository
- provide a single online account and identity for customers to access Library services
- apply standard registration and customer self-service processes across all services
- ultimately have single sign-on capabilities across all online Library services, meaning customers only have to log-in once when accessing multiple library services.

The CMI includes a customer data model (CDM), a master data repository and data management solution (Microsoft CRM v 4 and SQL Server), a bespoke role based authentication service, a standard set of registration and customer self-service services, and an implementation of the Shibboleth framework to provide seamless single sign on across all online Library services. All services integrate using SOAP.

The Library has a separate Box Office solution that will also be integrated with the CMI during 2011. It is preferable that the e-Marketing solution link to this box office

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solution to run targeted, segmented campaigns e.g. e-marketing campaigns using customers' previous booking history combined with their interest in a specific topic. We do not wish to duplicate functionality.

Please see Appendix 2 for diagrams of our information systems architecture.

6) PROCUREMENT TIMETABLE

Set out below is the proposed procurement timetable. This is intended as a guide and whilst the British Library does not intend to depart from the timetable it reserves the right to do so at any stage

Action	Provisional Date
1. ITT published	18 July 2011
2. Q&A session at BL for suppliers *	4 August 2011
3. Closing date for receipt of responses	12:00 on 19 August 2011
4. Announcement of shortlist	5 September 2011
5. Presentations by shortlisted suppliers at BL <u>St Pancras</u>	13 September 2011
6. Award Contract	19 September 2011
Post procurement	
7. Agree implementation and integration plan with BL project team and start process	4 October 2011 – 1 April 2012
8. Live date for new system	1 April 2012

* Suppliers will be invited to attend a Q&A session at the British Library in Euston, London on 4 August 2011. The session will include a short presentation about the background to our requirements and opportunities for suppliers to discuss these and clarify any areas. The session will take place between 1-3pm.

7) TENDER RESPONSE

A valid tender will comprise of the following:

- i) A **Response to Requirements document**. This will be a detailed response to Section 5 of the Requirements Document. The response to these requirements should be set out in two parts.
 - Part one will address each mandatory requirement listed in section 5 above in detail and follow the numbering and order used in the document. As a minimum, please include a statement on your understanding of and compliance with each requirement, overall approach to the requirement, details of your experience of delivering a similar system, case studies and references. Please include contact details with references.

- Part two will set out how the preferable/desirable requirements can be meet and how they can be split out into modules/options to allow the British Library to select them if the budget is available.

The Response to Requirements document should also:

- Provide details of the training and support included with your basic package. Costs for additional training and support to be provided in Appendix 1 of the Form of Tender.
- Demonstrate how you would be able to implement the system in the timescale to achieve an operational date of 1 April 2012.
- Set out in diagrammatic form how you would propose to fulfil the requirement to integrate your system with the British Library's Customer Management Infrastructure {see definition of what we mean by Integration in section 5}. Please include the data you expect to be transferred between systems, and how and when you expect the transfers to take place. Please also detail your roadmap for future compatibility with Microsoft Dynamics CRM 2011.
- Provide details of the account managers who will be working with the British Library on this contract including their CV's and relevant experience, a detailed draft service level agreement (SLA) that covers the requirements and a copy of your software license agreement.
- Include confirmation that you will comply with the British Library's Programme for this Contract if awarded the contract.

- ii) A completed **Form of Tender** document including a full breakdown of all your costs in Appendix 1.
- iii) Any further documentation that you wish to submit in support of your Tender should be provided in either MS Word or Adobe PDF formats. Such documentation must be clearly listed in the **Response to Requirements** document.

8) EVALUATION CRITERIA

Written tenders and presentations will be evaluated according to the following criteria:-

FULFILLMENT OF REQUIREMENTS	50%
(Evaluation will assess mandatory and desirable/preferable requirements as well as previous experience demonstrated using case studies, references and CVs)	
VALUE FOR MONEY	40%
IMPLEMENTATION PLAN AND DELIVERY TO TIMESCALE	10%

Presentations

We will be short listing bids between 22 August and 2 September 2011 and announcing our short list on 5 September 2011. Short listed suppliers will be invited to present their systems and solutions on 13 September 2011 at the British Library in London. The presentation will be judged on how the solution can meet our requirements and evidence of similar work and experience. We would expect that the account manager we would be allocated if the bid were successful would attend this meeting. Suppliers will be allocated a 1 hour slot and should allow time for questions.

Following the presentations we will award the contract to the successful supplier during w/c 19 September 2011.



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APPENDIX 1

Use Case Definitions

The following use cases, or business scenarios, are intended to outline how a replacement e-Marketing System would be utilised by users within the Library.

These Use cases are an elaboration of the requirements specified in Section 5.

1 WORKFLOW

The use cases in this section relate to managing workflow within the system.

1.1 Submit campaign request

Initiator

Library user (probably Marketing teams)

Goal

Request data selection, campaign set-up and configuration by Marketing Operations.

Pre-conditions

User with appropriate permissions has logged into the system.

Flow of work

Step	Business Process	System features used
1.	Specify new campaign requirement including data selection, campaign design, message set-up and response handling.	New campaign specification.
2.	Submit request. Set request status to "New".	New campaign request.
3.	Respond to any request for clarification (if required). Set request status to "Amended".	Amend campaign specification.
4.	Review proof email(s) and campaign confirmation details (including data selection counts), indicating on-screen any required changes. Forward to other users for additional review/approval.	Proof review.
5.	Submit request for any changes. Set status to "Modifications".	Amendments request.

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<i>Step</i>	<i>Business Process</i>	<i>System features used</i>
6.	Complete review and issue approval. Set status to “Approved”.	Approval.

Post conditions

Approved campaign ready for execution.

Alternative scenarios

None

Notes

- It is envisaged that workflow communications take place within the system.

Use case relates to requirements

BL37, BL38

1.2 Process campaign request

Initiator

Library Marketing Operations user

Goal

Process request for data selection, campaign set-up and configuration by Marketing user.

Pre-conditions

- User with appropriate permissions has logged into the system.
- Campaign request has been received.

Flow of work

<i>Step</i>	<i>Business Process</i>	<i>System features used</i>
7.	Review request and respond by asking for any clarification/additional detail required. Set request status to “Received”.	Request management.
8.	Review amended request and commence campaign configuration. Set request status to “In progress”.	Campaign set-up.
9.	Despatch proof email(s) to specified internal email addresses for review/approval. Confirm counts and segmentation for data selection. Set request status to “Approval”.	Proofing.

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<i>Step</i>	<i>Business Process</i>	<i>System features used</i>
10.	Review amendment requests and make changes as appropriate.	Campaign set-up.
11.	On receipt of approval, execute campaign. Set status to "Executed".	Campaign execution.

Post conditions

Approved campaign executed.

Alternative scenarios

None

Notes

- It is envisaged that workflow communications take place within the system.

Use case relates to requirements

BL37, BL38

2 DATA SELECTION AND CAMPAIGN DESIGN

The use cases in this section relate to making selections from the eMarketing database and configuring a campaign for execution.

2.1 List selection

Initiator

Library staff user (probably Marketing Operations)

Goal

Make a selection of individuals from the database to be included in campaign activity.

Pre-conditions

- User with appropriate permissions has logged into the system.
- Necessary data to be queried is available within the system.

Flow of work

<i>Step</i>	<i>Business Process</i>	<i>System features used</i>
12.	Create new query to select individuals to be included in communications activity.	Create new query.
13.	Specify attributes at organisation and individual level across all available data to be included in query.	Select tables, fields (including custom), cohorts, previous campaigns and responses, and social media derived insight from database.

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<i>Step</i>	<i>Business Process</i>	<i>System features used</i>
14.	Specify selection values and conditions.	Enter values and conditions including AND/OR/NOT.
15.	Specify sub-selections (segments) into which the main selection can be split.	Segmentation.
16.	Run query and display results, including all individuals at organisations meeting applicable selection criteria. Automatically apply touch restrictions and appropriate suppressions/exclusions according to administrator-defined parameters.	Display results incorporating touch control restrictions.
17.	Modify and re-run query as necessary to refine final selection.	<As above>
18.	Once query results meet campaign target requirements, designate them to be used as part of campaign activity.	Include results in campaign activity.
19.	Optionally, save query parameters for future use, specifying private or public availability.	Save query.

Post conditions

Selection, including segments, available for use in campaign activity.

Alternative scenarios

- Re-use previous query – ability for the user to recall a previously saved query in order for it to be re-run and used as a new selection.
- Modify previous query - ability for the user to recall a previously saved query and modify it in order create a new selection.
- Designate cohort membership – add selection results to a cohort (cohort creation is specified in UC 0).
- Export query results as a file in text, Excel etc format.

Notes

- Query results should reflect user access privileges as specified in BL4 and UC 0

Use case relates to requirements

BL1, BL2, BL5, BL7, BL16, BL17, BL19, BL20, BL21, BL45

2.2 Message set-up

Initiator

Library user (probably Marketing Operations)

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Goal

Create email message(s) ready for despatch.

Pre-conditions

User with appropriate permissions has logged into the system.

Flow of work

Step	Business Process	System features used
20.	Create new message and select template or import/upload HTML code.	Create message.
21.	Edit message content including text, images, layout and alt codes.	HTML editor, image management.
22.	Incorporate one or more database record fields (in message body or subject) where required.	Personalisation.
23.	Incorporate one or more customised content elements (including images) based on segmentation (see UC 0) into message subject line or body.	Customisation.
24.	Email text version generation based on HTML version.	Text version generator
25.	Configure email “from” name with static or data driven value.	“From” name customisation
26.	Preview email as would be seen in different desktop, mobile and operating system email clients.	Deliverability (email preview).
27.	Verify email for possible spam filter issues and present for review.	Deliverability (spam check).

Post conditions

Email message ready for despatch.

Alternative scenarios

- Social share – option to add ability for recipients to share messages via social media.
- Text messaging – set-up and execution of text message instead of email.

Notes

- Mandatory opt-out link – all outgoing messages will be automatically appended with an opt-out link.

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- Image Library restriction – depending on user access privileges, it should be possible for the user to select images from the system image library only.

Use case relates to requirements

BL29, BL30, BL33, BL34, BL35, BL36, BL39, BL40, BL44

2.3 Campaign set-up and execution

Initiator

Library staff user (probably Marketing Operations)

Goal

Select messages to be included in a campaign and the sequence of execution.

Pre-conditions

User with appropriate permissions has logged into the system, message has been created (UC 0) and selection defined (UC 0).

Flow of work

Step	Business Process	System features used
28.	Select message to be despatched.	Choose message.
29.	Specify data selection.	Choose selection.
30.	Determine scheduling for message despatch (single and multi-stage campaigns) by specifying date and time for each message despatch (or immediate despatch for single messages).	Message despatch scheduling/sequencing.
31.	Specify follow-up messages in a multi-stage campaign based on outcome, such as recipient action (open, click etc), timing (no response after a specified number of days) or other response/behaviour.	Activity triggers.
32.	Link to landing page (see UC 0) for response management.	Response management.
33.	Configure testing parameters across content, timing and response handling (where required).	Testing.
34.	Despatch test emails to specified internal email addresses.	Message testing.

Post conditions

Campaign execution scheduled (or initiated) based on one or more messages.

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Alternative scenarios

- Social media auto-post - automatic posting of notifications on social media networks when communications are despatched.

Use case relates to requirements

BL22, BL23, BL24, BL28, BL31, BL43

2.4 Response handling

Initiator

Library staff user (probably Marketing Operations)

Goal

Capture response to messaging communications

Pre-conditions

- User with appropriate permissions has logged into the system.
- Campaign set-up completed.

Flow of work

Step	Business Process	System features used
35.	Create web landing page and select template or import/upload HTML code.	Create new landing page.
36.	Edit landing page content including text, images, layout and form (data capture) elements.	Landing page editing.
37.	Define data capture elements (user fields, response codes) and mapping to system database.	Form configuration.
38.	Publish landing page to web ready for campaign execution.	Response management.

Post conditions

Landing page live for campaign response management handling.

Alternative scenarios

- Form pre-population – Pre-populate form fields on landing page with database values, where available, negating the need for respondents to re-enter information.
- Progressive profiling – allow multiple possible fields to be configured for presentation to the respondent based on existing data or previous response.

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Use case relates to requirements

BL25, BL26, BL27

3 ADMINISTRATION

The use cases in this section relate to administration functions.

3.1 Data load and match

Initiator

Library administrator user

Goal

Complete manual contacts/organisation data import, including related profile information.

Pre-conditions

- User with appropriate administrator permissions has logged into the system.
- Input file prepared in required format, layout and reference data mapping

Flow of work

Step	Business Process	System features used
39.	Navigate to administrator-only data load screen.	Data load screen.
40.	Select file and map incoming fields to database fields.	Data load.
41.	Perform systematic matching using non-exact ("fuzzy") matching techniques.	Matching.
42.	Matches below a configurable confidence level, which are not deemed to match any existing record, are loaded as new records.	Load new record.
43.	Matches above a configurable confidence level merged with existing records, applying updates from incoming data.	Merge incoming matched records.
44.	Present matches between configurable confidence levels for user review, showing the incoming record and potential existing matching record side by side.	Suspect match display.

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<i>Step</i>	<i>Business Process</i>	<i>System features used</i>
45.	Using mouse or keyboard control, user accepts or rejects match. Accepted matches are merged and rejected matches added to the database.	Accept/reject matches.
46.	Display import results with records matched and records added.	Import results report.

Post conditions

Imported file ready for querying and inclusion in campaign activity.

Alternative scenarios

None

Notes

- Input data file format, layout, reference data mapping etc will need to be defined as part of system implementation.

Use case relates to requirements

BL11, BL12, BL13

3.2 Cohort management

Initiator

Library administrator user

Goal

Create cohort groups for population with individuals from the database.

Pre-conditions

User with appropriate permissions (administrator level) has logged into the system.

Flow of work

<i>Step</i>	<i>Business Process</i>	<i>System features used</i>
47.	Navigate to administrator-only cohort management screen.	Cohort management screen.
48.	Create new cohort by specifying name and description.	Create new cohort.
49.	Specify restriction from inclusion in general selection results.	Cohort touch control.

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Post conditions

Cohort ready for population by users.

Alternative scenarios

- Amend cohort name and description – ability to make amendments as necessary.
- Delete Cohort – ability to delete/remove cohort group from individuals (without deleting individuals themselves).

Notes

Population of cohort group is specified in UC 0 (Alternative scenario)

Use case relates to requirements

BL7, BL21

3.3 Image library management

Initiator

Library Marketing Operations user

Goal

Load and manage images for inclusion in campaign activity.

Pre-conditions

User with appropriate administrator permissions has logged into the system.

Flow of work

Step	Business Process	System features used
50.	Navigate to administrator-only image library screen.	Image library screen.
51.	Upload new or amended images, together with description and alt tags. Replace existing images where relevant.	Load images.
52.	Delete or make unavailable to users existing images.	Image availability.

Post conditions

Images available within system for campaign activity.

Alternative scenarios

None.



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Use case relates to requirements

BL32

3.4 Data edit interface

Initiator

Library Marketing Operations user

Goal

Edit contact records within the eMarketing database.

Pre-conditions

User with appropriate administrator permissions has logged into the system.

Flow of work

Step	Business Process	System features used
53.	Navigate to Marketing Operations-only data interface screen.	Data edit interface screen.
54.	Search for individual or organisation by entering name, email address (contacts) etc.	Record search.
55.	Make changes to key fields including contact details and profile information.	Edit screen.
56.	Save record	Edit screen.

Post conditions

Edited records saved to database.

Alternative scenarios

- Batch edit – enable the same change (such as address or organisation name) to be made to multiple records at once.

Notes

- Record search parameters to be defined during implementation.

Use case relates to requirements

BL14

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3.5 Database customisation

Initiator

Library administrator user

Goal

Add or modify custom data tables, fields and pick-lists within the eMarketing database.

Pre-conditions

User with appropriate administrator permissions has logged into the system.

Flow of work

This will be dependent on the software selected for implementation.

Post conditions

Updated data field definitions saved to database.

Notes

This includes the management of reference data pick lists.

Use case relates to requirements

BL3, BL5, BL6

3.6 User access control

Initiator

Library administrator user

Goal

Add, modify or delete user access accounts with related privileges:

- Administrative functions
- Campaign execution
- Cohort selection

Pre-conditions

User with appropriate administrator permissions has logged into the system.

Flow of work

This will be dependent on the software selected for implementation.

Post conditions

Updated data user access privileges to database.

Notes

This includes the management of reference data pick lists.

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Use case relates to requirements

BL4

3.7 Subscription Centre

Initiator

Library communications subscriber (i.e. an individual in the database)

Goal

Amend personal details, subscription and privacy (opt-in/out) preferences

Pre-conditions

Subscriber issued with log-in details.

Flow of work

Step	Business Process	System features used
57.	Log-in to Subscription Centre via Library web page.	Web log-in
58.	Personal details, subscription and privacy preferences displayed.	Record display.
59.	Amend details.	Edit record.
60.	Save/submit changes or cancel leaving details unchanged.	Submit/cancel.

Post conditions

Amended subscriber details and preferences saved.

Alternative scenarios

- Lost log-in details – user presented with option to retrieve password by entering registered email address, to which temporary (one-time use) password sent.

Notes

- Detailed flow will be dependent on the software selected for implementation.

Use case relates to requirements

BL15

4 REPORTING

The use cases in this section relate to database and campaign reporting.



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4.1 Report creation

Initiator

Library administrator user

Goal

Creation/modification of campaign and database reports.

Pre-conditions

User with appropriate permissions has logged into the system.

Flow of work

Step	Business Process	System features used
61.	User accesses report creator screen.	Reporting access.
62.	Specify database attributes to be included in query.	Select tables, fields, campaigns outcomes from database.
63.	Specify report parameters to be definable at run-time.	Report parameter specification.
64.	Build report layout.	Report design.
65.	Save report and make available to users based on access privileges.	Report access.

Post conditions

Campaign and database reports available to users.

Alternative scenarios

- Dashboards - Specify report presentation to be part of user dashboard if required.

Notes

- Report creation should not require specialist technical expertise such as SQL query-writing skills.

Use case relates to requirements

BL46, BL48, BL50

4.2 Campaign reporting

Initiator

Library user (probably Marketing teams)

Goal

Visual and numeric post execution reporting.

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Pre-conditions

- User with appropriate permissions has logged into the system.
- Campaign execution has taken place.

Flow of work

<i>Step</i>	<i>Business Process</i>	<i>System features used</i>
66.	User accesses reporting screen.	Reporting access.
67.	Choose required report (despatch/delivery, outcomes, response, test results) and specify parameters (campaign, date range, test variable) as appropriate.	Database reports.
68.	Run report and display results (numerically and graphically).	Display results.
69.	Modify report parameters and re-run report as required.	Display results.

Post conditions

Display of campaign reporting.

Alternative scenarios

- Print reports – enable reports to be printed if required.
- Email click heat maps – drill down to visual representation (“heat map”) of email link clicks.
- Sharing – option to post campaign results for access by all system users for reference.

Use case relates to requirements

BL24, BL41, BL42, BL46, BL47, BL51

4.3 Database reporting

Initiator

Library Marketing Operations user

Goal

Create database statistics overview for data management

Pre-conditions

User with appropriate administrator permissions has logged into the system.

Flow of work

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Step	Business Process	System features used
70.	User accesses administrator-only report screen.	Administrator reporting access.
71.	Choose required report (record counts, field population and age, cohort membership, data quality etc) and specify parameters as appropriate.	Database reports.
72.	Run report and display results.	Display results.
73.	Modify report parameters and re-run report as required.	Display results.

Post conditions

Display of database usage statistics.

Alternative scenarios

- Print reports – enable reports to be printed if required
- Touch frequency – based on the same access privileges and access, provide touch frequency reporting for individuals within the contact database.

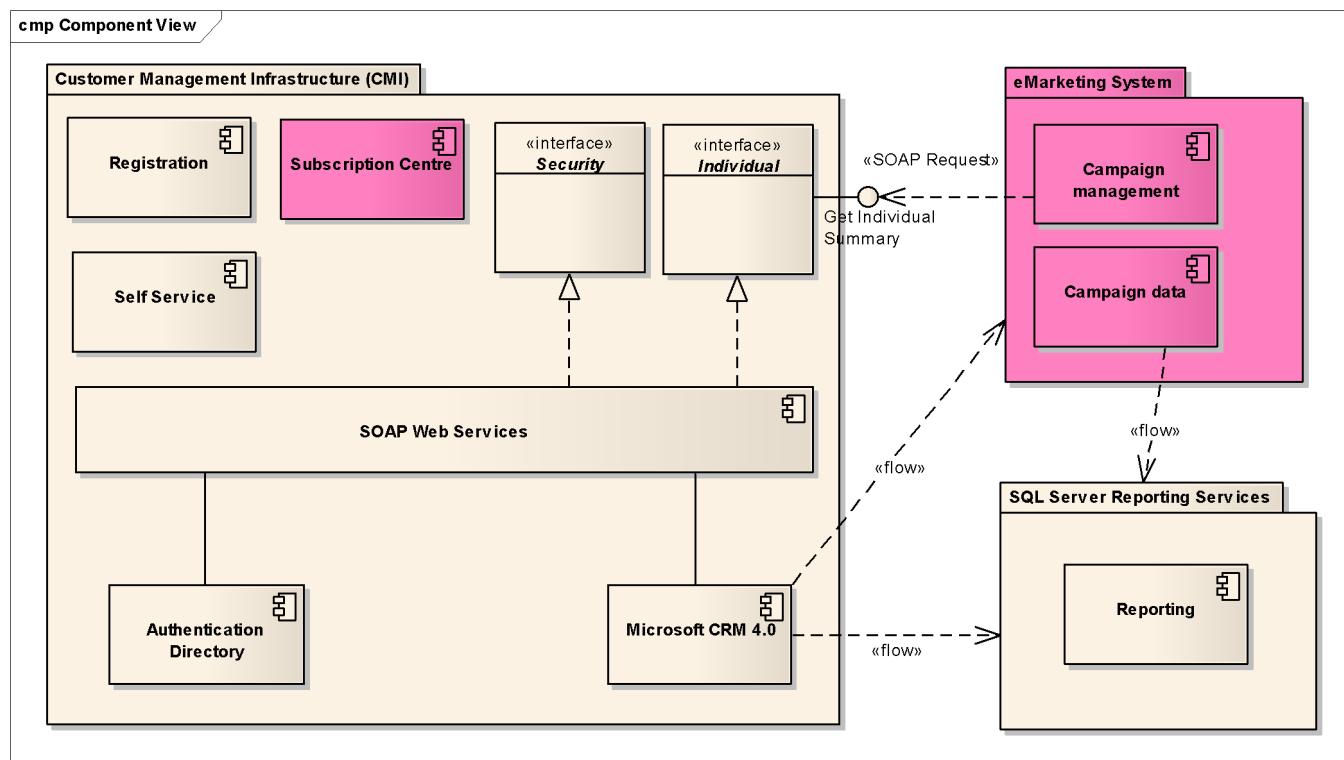
Use case relates to requirements

BL49, BL50

Appendix 2- Information Systems Architecture

Component View

This component view illustrates the interfaces and flow of data between the various components of the target architecture with the colour pink showing new components. The 'e-Marketing system' should be considered as the system being procured.



Integration with the CMI is achieved through use of a number of SOAP 1.1 Web Services (which return customer information), and a data flow between Microsoft CRM 4.0 and the e-Marketing System that will be defined once a solution has been chosen.

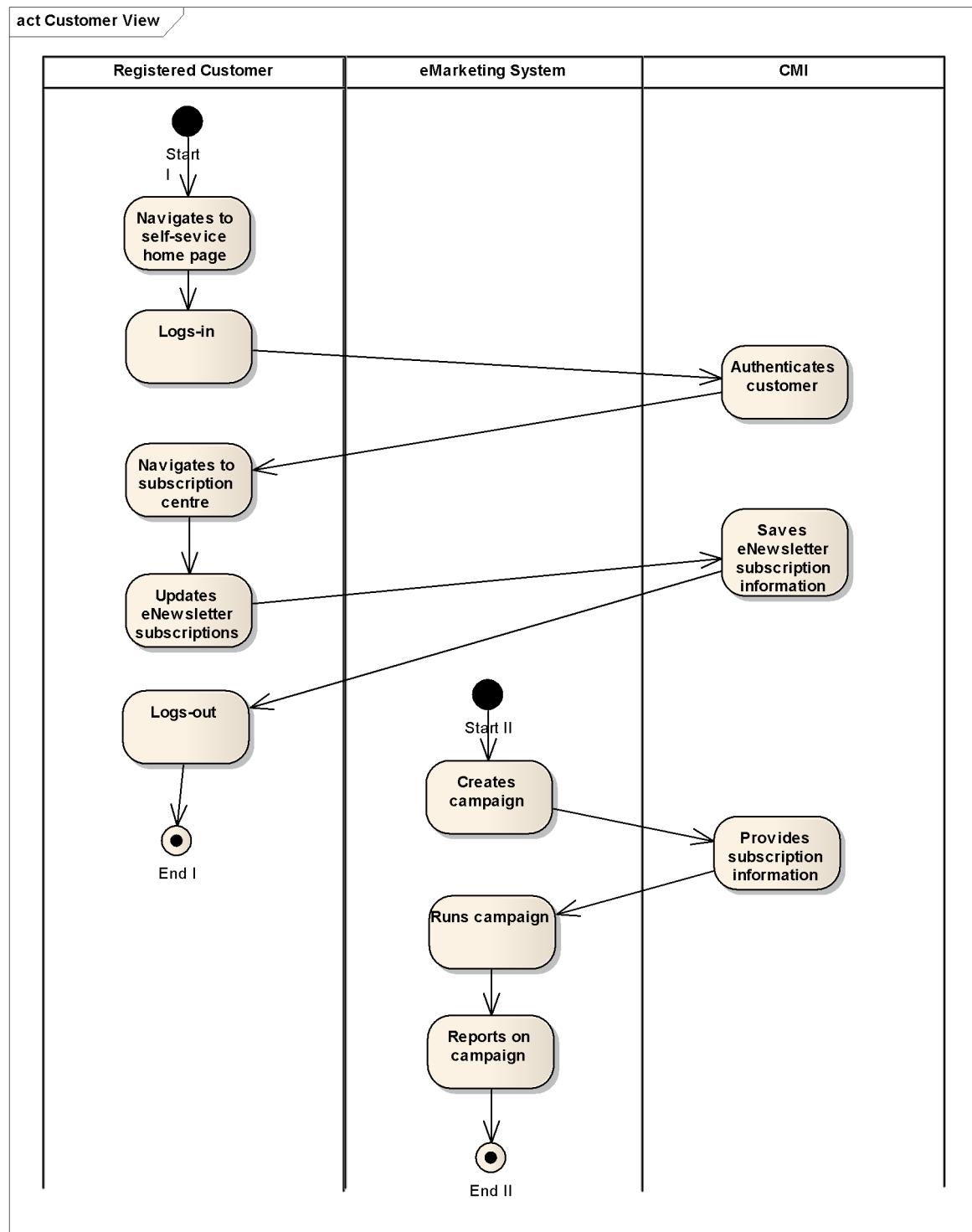
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Dynamic View

This dynamic view shows the outline integration between the various components of the target architecture.



CORPORATE PROCUREMENT UNIT
CONDITIONS OF CONTRACT FOR SERVICES
E-MARKETING SYSTEM
SMC6984

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DEFINITIONS AND INTERPRETATION

In these Conditions of Contract:

"Appointment Letter" means the Library's letter to the Contractor, appointing the Contractor for the performance of the Contract.

"BLR" means the British Library Representative who shall have authority to act on behalf of the British Library on matters connected with the Contract as shall be specified by notice to the Contractor upon award of the Contract.

"Clause" means a Clause in this document.

"Commercially Sensitive Information" means the information:

- (a) listed in Schedule 2 – Commercially Sensitive Information provided by the Contractor; or
- (b) notified to the Library in writing (prior to commencement of the contract) which has clearly been marked as Commercially Sensitive Information:
 - (i) which is provided by the Contractor to the Library in confidence for the period set out in that Schedule or notification; and/or
 - (ii) that constitutes a trade secret.

"Conditions" means these Conditions of Contract for the Provision of Services together with any supplementary conditions, and any amendments or additions agreed in writing between the parties.

"Confidential Information" means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential however it is conveyed, including information which relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Contractor, including IPRs, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.

"Contract" means the Schedule of Documents appended to the Library's Appointment Letter described as forming the Contract.

"Contract Price" means the sum(s) to be paid by the Library to the Contractor under the Contract.

"Contracting Authority" means any contracting authority as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) Regulations 2000 other than the Library.

"Contractor" means the person(s), firm or company awarded the Contract by the Library and includes the Contractor's legal personal representatives, successors and permitted assignees.

"Contractor Representative" means the person so nominated by the Contractor who shall have authority to act on behalf of the Contractor in connection with the Contract on such matters in connection with the Contract as shall be specified by notice to the Library on award of the Contract.

"Data" means all information, text, drawings, diagrams, images or sounds which are embodied in any electronic or tangible medium and which are supplied or of which access is granted to the Contractor under this Contract.

“Data Controller” shall have the meaning given to it under the Data Protection Act

“Data Processing” shall have the meaning given to it under the Data Protection Act

“Data Processor” shall have the meaning given to it under the Data Protection Act

“Data Subject” shall have the meaning given to it under the Data Protection Act

“DPA” means the Data Protection Act 1998 and any and all associated legislation

“Environmental Information Regulations” means the Environmental Information Regulations 2004.

“Force Majeure” means fire, explosion, flood, lightning, act of God, act of terrorism, war, rebellion, riot, sabotage, or official strike or similar official labour dispute of a third party. Industrial action taken by employees, agents or Sub-contractors of either party shall not constitute a Force Majeure Event in relation to the party whose employees, agents or Sub-contractors take such action.

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

“Information” has the meaning given under section 84 of the Freedom of Information Act 2000.

“Library Materials” means (as appropriate) either: (i) all materials, plant, machinery, equipment and any other items supplied to the Contractor by the Library; or (ii) all items of property supplied or paid for by the Library for the purposes of the performance of the Contract.

“Personal data” shall have the meaning given to it under the Data Protection Act

“Personnel” means any of the Contractor’s employees, agents and Sub-contractors who are employed or otherwise engaged upon the performance of the Services at the Premises.

“Premises” means the place(s) where the Services are to be performed.

“Requests for Information” shall have the meaning set out in FOIA or any apparent request for information under the FOIA, the Environmental Information Regulations or the Code of Practice on Access to Government Information (2nd Edition).

“Services” means the description of and execution of the activities to be performed in accordance with the Contract and any modification thereof as may from time to time be provided or approved in writing to the Contractor by the Library and includes, but is not limited to, the provision by the Contractor of all necessary resources such as personnel, goods, materials, plant and equipment.

“Site Procedures Document” means the relevant British Library Site Procedures Document current during the performance of the Services by the Contractor.

“Sub-contractor” means any third party employed by the Contractor in connection with the Contract, and Sub-contract shall be construed accordingly.

“Subject Access Request” means the right of access under Part II Section 7 of the Data Protection Act



"The Library" means the British Library Board and includes the Library's successors and assigns.

References to any enactment, order, regulation or other similar instrument shall be construed as a reference to that or any amending or subsequent enactment, order, regulation or instrument.

2 DESIGNATED REPRESENTATIVES

- 2.1 The Library will, by written notice to the Contractor, appoint a British Library Representative ("BLR") who shall have the authority to act on behalf of the Library on such matters in connection with the Contract as shall be specified in such notice.
- 2.2 Subject to any limitations specified by the Library in Clause 2.1 the BLR may from time to time by written notice to the Contractor delegate any part of the BLR's authority to an assistant or assistants.
- 2.3 The Contractor shall, immediately upon award of the Contract, appoint a Contractor Representative who shall have authority to act on behalf of the Contractor and shall notify the Library in writing of such appointment.

3 COMMENCEMENT

- 3.1 The Contractor shall commence the Services either on the date for the commencement of the Services which is notified at the date of award of Contract or otherwise on such date as shall be notified thereafter by the Library in writing. Thereafter the Contractor shall without delay proceed with the Services in accordance with the Contract.

4 THE SERVICES

- 4.1 The Services shall, where applicable, be carried out in complete conformity with the relevant Site Procedures document.
- 4.2 The Contractor shall carry out the Services at the Premises, in the manner and at the times set out in the Contract.
- 4.3 Any goods supplied by the Contractor in connection with the provision of the Services:
 - 4.3.1 Shall be of satisfactory quality and sufficient for any purpose made known to the Contractor; and
 - 4.3.2 Shall, if required, be date compliant as defined in the relevant British Standards Institute Document.
- 4.4 The Services shall be carried out to the satisfaction of the Library and the Contractor shall use the standard of skill and care which is ordinarily exercised by professional, experienced and competent contractors performing services of a similar nature to the Services. Where the Services include the provision of goods, materials or plant these shall be of satisfactory quality and fit for their common or specified purposes.

- 4.5 The Contractor understands and agrees that the Personnel will undertake their best endeavours to ensure that knowledge transfer to the Library with regard to the Services takes place, where the nature of the Services permits such transfer to be undertaken. For the avoidance of doubt, such knowledge transfer shall not encompass areas such as trade secrets; third party software or any areas which are the subject of a separate confidentiality agreement either between the parties to this Contract or between the parties to this Contract and any third party.
- 4.6 Performance of the Services may at any reasonable time be inspected by the BLR and the Contractor shall immediately comply with any instructions which the BLR may issue as a result of such inspection.
- 4.7 Notwithstanding that the Services or any part thereof have been the subject of any instruction, review, approval, acknowledgement or inspection, the Contractor shall not be relieved from any liability or obligation under the Contract.
- 4.8 If the BLR serves written notice advising the Contractor of any deficiency in the Services, which in the opinion of the Library is attributable to the Contractor, the Contractor shall, without prejudice to the Library's other rights, promptly remedy the deficiency in the Services in accordance with the notice. All costs of such remedy shall be borne by the Contractor. If the Contractor fails to remedy the deficiency promptly in accordance with the time period specified in the notice, the Library may remedy or cause to be remedied any deficiency at the Contractor's cost.
- 4.9 To the extent that the standard of work has not been specified in the Contract the Contractor shall use the best applicable techniques and standards and execute the Contract with all reasonable care, skill and diligence, and in accordance with good industry practice.
- 4.10 The Contractor warrants and represents that all Personnel assigned to the performance of the Service shall possess and exercise such qualifications, skill and experience as are necessary for the proper performance of the Services.
- 4.11 The introduction of new methods or systems which impinge on the provision of the Services shall be subject to prior approval by the BLR.
- 4.12 The signing by the BLR of time sheets or other similar documents shall not be construed as implying the Contractor's compliance with the Contract.

5 REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE

- 5.1 Where a complaint is received about the standard of Services or about the way any Services have been delivered or work has been performed or about the materials or procedures used or about any other matter connected with the performance of this Contract, then the BLR shall take all reasonable steps to ascertain whether the complaint is valid. If the BLR so decides, he may uphold the complaint and require the Contractor to remedy the complaint immediately.
- 5.2 In the event that the BLR is of the opinion that there has been a fundamental breach of this Contract by the Contractor, or the Contractor's performance of its duties under the Contract has failed to meet the requirements, then the Library may, without prejudice to its rights under Clause 15 of the Contract, do any of the following:

- 5.2.1 make such deduction from the payment to be made to the Contractor as the Library shall reasonably determine to reflect sums paid or sums which would otherwise be payable in respect of such of the Services as the Contractor shall have failed to provide;
 - 5.2.2 without terminating the Contract, itself provide or procure the provision of part of the Services until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the BLR that the Contractor will once more be able to perform such part of the Services in accordance with the Contract;
 - 5.2.3 without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself provide or procure a third party to provide such part of the Services; and/or
 - 5.2.4 terminate, in accordance with Clause 15, the whole of the Contract.
- 5.3 The Library may charge to the Contractor any cost reasonably incurred by the Library and any reasonable administration costs in respect of the provision of any part of the Services by the Library or by a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services.
 - 5.4 In the event that the Library enforces any of its rights under Clause 15 the Contractor shall forthwith deliver up to the Library all Library property and/or Library Materials (including, but not limited to, access to keys) relating to the Services or part of the Services.
 - 5.5 If the Contractor fails to perform any part of the Services to the reasonable satisfaction of the Library and such failure is capable of remedy, then the Library shall instruct the Contractor to perform the work and the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 14 days or such other period of time as the Library may direct.
 - 5.6 In the event that the Contractor fails to comply with Clause 5.5 above; or the Contractor persistently fails to comply with Clause 5.5 above, and such failures, taken as a whole, materially adverse the commercial interests of the Library then the Library reserves the right to terminate the Contract by notice in writing with immediate effect.
 - 5.7 The remedies of the Library under this Clause 5 may be exercised successively in respect of any one or more failures by the Contractor.
 - 5.8 On completion of the Services or the appropriate part of the Services the Contractor shall promptly remove from the Premises all equipment and rubbish and clear away surplus materials (other than any surplus Library Materials which shall be returned to the Library's appropriate store) and leave the Premises in a clean, safe and tidy condition to the satisfaction of the BLR.
 - 5.9 The Contractor shall not treat, keep or dispose of any waste produced and/or carried by the Contractor as a result of executing the Contract in a manner likely to cause harm to the health and safety of any person or to the environment and shall comply with every statutory duty which is relevant.



- 5.10 During the execution of the Contract, the Contractor shall take such steps as are reasonably practicable to avoid (or, where avoidance is not possible, to minimise) harm to the environment.
- 5.11 No equipment or materials shall be delivered to the Premises until authorised by the BLR.
- 5.12 The Contractor shall be responsible for the reception of all equipment and materials for the performance of the Services and shall provide at its own expense, all labour, plant and equipment necessary for the loading and off-loading of all such items.
- 5.13 The BLR may issue instructions with regard to the removal from the Premises of any work materials or goods which are not in accordance with the Contract. If the Contractor fails to effect such removal within the time limit set by the BLR, then the Library shall be entitled to effect or arrange for removal at the Contractor's expense.

6 LIBRARY MATERIALS

- 6.1 Library Materials shall be identified in the Contractor's records and clearly marked as "the property of the British Library".
- 6.2 Title to and property in Library Materials shall remain with the Library at all times, but the Contractor shall be responsible for any loss or damage thereto whilst in the Contractor's care, custody or control.
- 6.3 The Contractor shall, following completion of the Services or on earlier request by the Library, return Library Materials in good condition, fair wear and tear excepted.
- 6.4 Library Materials must not be used for any purpose other than for the performance of the Contract and shall not be scrapped or removed without the BLR's permission in writing.
- 6.5 Waste of Library Materials arising from bad workmanship or negligence of the Contractor shall be made good at the Contractor's expense.
- 6.6 The Contractor shall protect and hold all Library Materials free from all liens, charges and other encumbrances.

7 PERSONNEL

- 7.1 "Personnel" shall have the meaning defined in Clause 1.
- 7.2 The Contractor shall ensure that all Personnel:
 - 7.2.1 possess any required or appropriate qualifications for the correct performance of the Services; and
 - 7.2.2 carry out the Services with reasonable skill and care in a proper and workmanlike manner and in accordance with the terms and conditions of the Contract;
 - 7.2.3 comply with all aspects of the relevant Site Procedure Document and all other site regulations at all times.

- 7.3 If the BLR is dissatisfied with the performance of any Personnel on the Services, the Contractor shall cease to employ such Personnel on the Services and provide a competent substitute within 24 hours at no additional cost to the Library.
- 7.4 The Library reserves the right to refuse access to, or to require the immediate removal from the Premises of, any Personnel appearing to be under the influence of alcohol or drugs.
- 7.5 If the Contractor becomes aware that any Personnel have been, or are likely to be, convicted of a criminal offence, details thereof must immediately be given to the BLR.
- 7.6 All Personnel shall behave in a reasonable manner whilst on the Premises. Any Personnel behaving unreasonably will be evicted and may be prosecuted. For the purposes of this Clause, unreasonable behaviour means disruptive, eccentric, salacious or disturbing behaviour (especially where the offender persists despite requests to stop), verbal abuse or acts of violence.
- 7.7 Contractor's personnel must not touch or handle any books or other items from the British Library's collections at any time whilst they are on the Premises, except in an emergency situation and with the approval of the BLR or security staff. If the BLR becomes aware that Contractor's personnel are in breach of this clause, he may request the Contractor to cease to employ such Personnel on the Services and provide a competent substitute within 24 hours at no additional cost to the Library. If, in the opinion of the BLR a serious or persistent breach of this clause takes place then the Contractor shall be deemed to be in breach of Contract.
- 7.8 The Contractor acknowledges vicarious liability for all acts or omissions of its Personnel.

8 HEALTH AND SAFETY

- 8.1 The Contractor shall be responsible for the health and safety of its Personnel and must ensure that they are competent to perform the operations specified. All operatives and supervisors must receive appropriate health and safety training and be made aware of their statutory duties.
- 8.2 The Contractor shall comply with all its statutory duties relating to Health and Safety.
- 8.3 The Contractor shall assess and record the health and safety risks to its Personnel, to Library employees, to members of the public and to other contractors arising out of the performance of the Contract and shall take measures to protect all such persons against any risks so identified.
- 8.4 When requested to do so, the Contractor shall submit to the BLR for approval, a work method statement detailing:
 - 8.4.1 the work to be done;
 - 8.4.2 the timescales for commencement and completion of the Contract;
 - 8.4.3 the materials to be used in the performance of the Contract;
 - 8.4.4 the method to be used in the performance of the Contract;

- 8.4.5 commentary upon the risk assessment referred to in sub-Clause 8.3, identifying any measures or controls deemed necessary.
- 8.5 The Contractor shall be responsible for informing its Personnel of Library Site Procedures and ensuring their adherence to such Site Procedures.
- 8.6 The Contractor shall, in relation to all health and safety matters and relating to the Services:
 - 8.6.1 make available for inspection by the BLR at all times all registers, records and any other documentation; and
 - 8.6.2 send to the BLR a copy of every notice or other communication received from or sent to any statutory body;
 - 8.6.3 ensure that all Sub-contractors comply with the provisions of this Clause 8.6.
- 8.7 The Contractor shall indemnify the Library against all actions, claims, demands, losses, charges, costs and expenses which the Library may suffer or incur as a result of or in connection with any breach of this Clause 8.

9 VARIATIONS

- 9.1 The Library may from time to time during the course of the Contract vary the Services. Such variations may include, but are not limited to, additions, omissions, substitutions, alterations, changes in quality, form, character, kind and changes in any specified sequence, method, site or timing of the Services.
- 9.2 If the Contractor considers that any direction of the BLR varies the Services and will then or later justify a change to the Contract Price, the Contractor shall promptly notify the BLR giving details thereof.
- 9.3 Any adjustment to the Contract Price shall be determined in accordance with the rates and prices specified in the Contract. If no such rates and prices are specified, then reasonable rates and prices shall be agreed by the parties and the Contractor shall provide such supporting evidence as the BLR may reasonably require to enable such to be determined.
- 9.4 If the Library:
 - 9.4.1 does not agree that the directions of the BLR vary the Services; or
 - 9.4.2 does not agree that such directions will change the Contract Price; or
 - 9.4.3 is unable to agree reasonable rates and prices for a variation;
- 9.5 then the BLR shall notify the Contractor in writing of the Library's reasons.
- 9.6 Notwithstanding any such disagreement under this Clause, the Contractor shall, unless otherwise notified by the BLR, carry out such variations without prejudice to any of its rights under the Contract or at law.
- 9.7 The Contractor shall when carrying out variations be bound by the Contract.
- 9.8 The Contractor shall not alter nor vary any of the requirements of the Contract except as directed in writing by the Library.
- 9.9 Any change to the Contract which is agreed by the Parties shall be subject to the Change Procedure set out in **SCHEDULE** hereto.

10 PRICE AND PAYMENT

- 10.1 The Contract Price shall:
 - 10.1.1 be firm and fixed for the duration of the contract.
 - 10.1.2 include any carriage to the specified delivery point and packing costs of any goods to be supplied in connection with the Services;
 - 10.1.3 unless otherwise agreed in writing, be in Pounds Sterling.
- 10.2 If any new law, regulation, or bye-law is made after the commencement of the Contract, which the Contractor considers will either then or later increase or reduce the Contract Price, the Contractor shall promptly notify the BLR in writing giving details. If the BLR agrees, the Contract Price shall be adjusted in accordance with Clause 9.
- 10.3 The Contractor shall submit to the Library at the address stated in the Contract, a detailed priced invoice or invoices in accordance with the Contract. Invoice(s) shall:
 - 10.3.1 show or have attached all information necessary to support the invoiced amount therein including all relevant time sheets or schedules; and
 - 10.3.2 be marked with the Library's Contract reference number.
- 10.4 Unless otherwise specified in the Contract, payment shall be made by the Library within thirty days of its receipt of the Contractor's correct invoice.
- 10.5 All sums payable under the contract shall be exclusive of Value Added Tax which may be added to the invoice where appropriate. The Library shall pay to the Contractor any UK Value Added Tax properly chargeable in respect of the Services, after receipt of a tax invoice in a form acceptable to the Library. The Contractor shall pay all other taxes arising under the Contract.
- 10.6 Wherever under the Contract any sum of money is recoverable from or payable by the Contractor that sum may be deducted from any sum then due or which at any later time may become due to the Contractor under, arising from or in connection with the Contract or under any other contract with the Library.
- 10.7 All payments due to be made to the Contractor by the Library shall generally be made by means of a BACS transfer.

11 PROPERTY AND RISK

- 11.1 Without prejudice to the rights and obligations of the parties under the Contract, the property in any goods that form any part of the Contract shall pass to the Library on delivery to the Premises or on payment by the Library (whichever is earlier) but the risk shall not pass to the Library until the goods have been delivered in accordance with the Contract.
- 11.2 Where the property in any goods passes to the Library before delivery, such goods shall be clearly identified and marked as "the property of the British Library" or in such manner as the BLR may require.
- 11.3 Unless otherwise agreed in writing, all tools, patterns, drawings, designs, other documents, equipment or materials supplied by or on behalf of the Library shall be and remain the property of the Library

11.4 and the Contractor shall be responsible for their safe custody and return. They shall not be disposed of by the Contractor to any third party nor used except for the purpose of carrying out the Contract or any future Contract with the Library.

12 DEFECTS LIABILITY PERIOD

- 12.1 The Contractor shall, for a period of twelve months following completion of the Services, ("the Defects Correction Period") be responsible for repairing or remedying at its own expense and to the satisfaction of the Library any defects arising from the Services.
- 12.2 The Defects Correction Period shall be renewed in respect of all repairs and remedial work carried out by the Contractor under the provisions of Clause 12.1.
- 12.3 Performance of the Contractor's obligations pursuant to Clause 12 shall not relieve the Contractor from any liability arising out of or connected with its other obligations under the Contract.

13 INSURANCE AND INDEMNITY

- 13.1 The Contractor shall be liable for and shall indemnify and defend the Library from all losses, costs, damages and expenses of every kind arising out of any claim in respect of injury or sickness, disease or death of any person or loss of or damage to any property arising out of the Contract and shall, at its own cost at the Library's request, defend the Library in any proceedings involving the same, except that the Library shall be liable for and shall indemnify and defend the Contractor from all losses, costs, damages and expenses of every kind, arising out of any claim to the extent that the said injury, sickness, disease, death, loss or damage is caused or contributed to by the negligence of the Library.
- 13.2 Without prejudice to its obligation to indemnify the Library the Contractor shall take out and maintain and shall cause any subcontractor to take out and maintain insurance in respect of the liability referred to above. The Contractor shall bear any and all excesses, deductibles or franchises incorporated therein:
- 13.2.1 Insurance in accordance with workmans' compensation and occupational disease laws and employer's liability insurance for an amount of not less than £5,000,000.00 per occurrence or series of occurrences arising from the one event, which shall comply with all applicable laws. Such insurance cover shall cover all employees of the Contractor engaged in the performance of the Contractor's obligations under the Contract, and shall contain an indemnity to principal's Clause; and
- 13.2.2 General third party public liability insurance with a limit of not less than £5,000,000.00 per occurrence or series of occurrences arising from the one event.
- 13.2.3 Professional indemnity insurance covering all the matters which are the subject of the Contract and undertakings on the part of the Contractor with a limit of not less than £500,000.00 per occurrence or series of occurrences arising from the one event.



- 13.3 Except in respect of injury, including death to a person due to negligence for which no limit applies, the liability of the Contractor shall not exceed the sums specified in sub-Clause 13.2 in respect of any event or series of connected events.
- 13.4 The Contractor shall produce and shall cause any subcontractor to produce such evidence as the Library may reasonably require that the insurances referred to above or elsewhere in the Contract have been taken out and are in force at all material times
- 13.5 The Contractor shall give immediate written notice to the Library and all insured parties in the event of cancellation or material change which may affect the Library's or any insured party's interest.

14 SUSPENSION

- 14.1 The Contractor shall on the instructions of the BLR suspend the whole of the Services or any part thereof and shall take all measures necessary to protect and secure the same. All verbal instructions shall be confirmed in writing within a reasonable time.
- 14.2 If, following a suspension under Clause 14.1, any additional costs are notified to the BLR by the Contractor and have, in the BLR's opinion, been reasonably and necessarily incurred, such suspension shall be treated as a variation in accordance with Clause 9 upon substantiation to the satisfaction of the BLR. The Contractor shall use its best endeavours to mitigate the financial and other effects of such suspension.
- 14.3 Notwithstanding Clause 14.2, no additional costs shall be payable by the Library if the suspension arises as a result of any act, omission, default or negligence on the part of the Contractor.
- 14.4 The BLR may at any time by written notice to the Contractor authorise resumption of all or any part of the suspended Services and the Contractor shall promptly resume performance of the Services in accordance with the terms of the notice.

15 TERMINATION

- 15.1 Either party may terminate the Contract immediately if:
 - 15.1.1 written notice has been given to the other party of a substantial or persistent breach stating the period during which such breach is to be rectified and the party given such notice has failed to satisfactorily remedy such breach within the period stated; or
 - 15.1.2 the other party:
 - 15.1.2.1 becomes bankrupt or insolvent; or
 - 15.1.2.2 makes or attempts to enter into any arrangement or composition with its creditor(s); or
 - 15.1.2.3 agrees to carry out the Contract under a committee of inspection of its creditors; or
 - 15.1.2.4 issues a notice calling a meeting to pass a resolution for its winding up; or

- 15.1.2.5 is wound up by an order of the Court; or
 - 15.1.2.6 has a provisional liquidator, receiver or manager or administrator appointed; or
 - 15.1.2.7 if there is a change of control of the Contractor within the meaning set out in Section 840 of the Income and Corporation Taxes Act 1988.
- 15.2 Without prejudice to the rights of the Library to terminate the Contract under Clause 15.1, it shall be a condition of the Contract that the Contractor shall not engage in any activities, whether lawful or unlawful, which may, in the opinion of the Library, bring the reputation of the Library into disrepute. If it comes to the notice of the Library that the Contractor has engaged in such activities, then the Library may terminate the Contract forthwith.
- 15.3 Without prejudice to the rights of the Library to terminate the Contract under Clause 15.1, the Library may for any other reason whatsoever terminate the Contract or part thereof at any time by giving reasonable written notice to the Contractor and specifying the date from which termination shall be effective.

16 CONSEQUENCES OF TERMINATION

- 16.1 Upon termination of the Contract howsoever caused, the Contractor shall:
- 16.1.1 immediately deliver to the Library all confidential information, documents, Library Materials and other property of the Library supplied to it in the course of or pursuant to the Contract;
 - 16.1.2 upon notice from the BLR, remove from any premises of the Library any materials or goods which are the Contractor's property and which the BLR has requested it to so remove;
 - 16.1.3 submit to the BLR within two weeks of such termination all outstanding invoices together with all such further information as the BLR may require to verify such invoices and, if so requested by the BLR, a reconciliation of such invoices to the records of the Library.
- 16.2 Failure by the Contractor to comply in all material respects with Clause 16.1 within the time specified, shall extinguish all rights of the Contractor to receive any further payment pursuant to the Contract.
- 16.3 If the Library terminates:
- 16.3.1 under Clause 15.1 and Clause 15.2, but without prejudice to any other rights of the Library:
 - 16.3.1.1 the Contractor shall be liable for any additional cost over and above the Contract Price incurred by the Library in completing the Services; and
 - 16.3.1.2 the Contractor shall be liable for the reasonable costs incurred by the Library in letting such contract or contracts as may be necessary to undertake and complete the Services.

- 16.4 The Library may deduct such additional costs as stated in 16.3.1.1 and 16.3.1.2 herein from amounts (if any) as are due to the Contractor or otherwise recover such cost as a debt due from the Contractor. Subject to the foregoing however, the Contractor may recover from the Library, by way of full and final satisfaction of all claims, those monies which the Library agrees were accrued due prior to such termination.
- 16.5 If the Library terminates under Clause 15.3, the Contractor may, without prejudice to any of its other rights or remedies under the Contract, recover from the Library by way of full and final satisfaction of all claims, all monies accrued due prior to such termination plus all reasonable costs actually and necessarily incurred by the Contractor directly and exclusively as the result of such early termination.
- 16.6 Under Clauses 15.1 and 15.3, the Library may require the Contractor to immediately vacate the Library premises and return any Library materials.
- 16.7 Any sums recoverable by the Contractor under the Contract shall not exceed the Contract Price.
- 16.8 Clauses 18, 19, 22, 24, 25 and 34 shall survive termination of this Contract.

17 ASSIGNMENT AND SUB-CONTRACTING

- 17.1 The Contractor shall not assign the Contract in whole or in part or any benefit or interest therein without the prior written consent of the BLR.
- 17.2 The Library may assign or otherwise transfer the Contract in whole or in part or any benefit or interest therein to any party by written notice to the Contractor.
- 17.3 The Contractor shall not Sub-contract the whole or any part of the Services including Sub-contracting for labour only, without the prior written consent of the BLR. If such consent is given it shall not relieve the Contractor from any liability or obligation under the Contract and the Contractor shall be responsible for the acts, omissions, defaults or negligence of any Sub-contractor, its agents, servants or workmen as fully as if they were the acts, omissions, defaults or negligence of the Contractor.
- 17.4 If consent is granted under Clause 17.3:
 - 17.4.1 the Contractor shall ensure that all rights, duties and obligations that the Contractor has under the Contract shall be included in any contract that the Contractor has with any Sub-contractor; and
 - 17.4.2 the Contractor shall be responsible for making good any loss suffered or expense incurred by the Library by reason of any default, negligence or failure on the part of any Sub-contractor.

18 INTELLECTUAL PROPERTY

- 18.1 The Contractor acknowledges that the Data is the property of the Library and the Library hereby reserves all Intellectual Property Rights which may subsist in the Data. The Contractor shall not delete or remove any copyright notices contained within or relating to the Data.

18.2 For the avoidance of doubt, any outcomes which arise out of and in the course of the Contract (including but not limited to draft reports, interim reports and reports) shall vest in and be the sole property of the Library, and may be used by the Library as it sees fit.

19 COMPLIANCE WITH DATA PROTECTION ACT 1998

- 19.1.1 The Contractor and the Library shall both comply with their respective obligations under the provision of the Data Protection Act 1998.
- 19.1.2 With respect to the parties' rights and obligations under this Agreement, the parties agree that the Library is the Data Controller and that the Contractor is the Data Processor.
- 19.1.3 The Contractor shall at all times comply with Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Library to breach any of its applicable obligations under Data Protection Legislation.

19.1.4 Processing

- 19.1.4.1 The Contractor shall not store, copy, disclose, or use the Library's Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Library or as is required by Law or any Regulatory Body.

19.1.5 Security

- 19.1.5.1 The Contractor undertakes to have such systems in place to ensure compliance with the Seventh Data Protection Principle as set out in Schedule 1 to the DPA with regard to any personal data processed on behalf of the Library by the Contractor under the Contract.

In addition, the Contractor:

- 19.1.5.2 warrants and undertakes that it will have at all times during the term of the Contract appropriate measures in place acceptable to the Library to protect any personal data accessed or processed by the Contractor on the Library's behalf against unauthorised or unlawful processing and against accidental loss or destruction. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which are to be protected;
- 19.1.5.3 undertakes to consider all reasonable suggestions which the Library may put to the Contractor to ensure that the level of protection provided by the Contractor for Personal Data processed on behalf of the Library is in accordance with this Clause and to make changes suggested thereby unless the Contractor can prove to the Library's reasonable satisfaction

that such proposed changes are not necessary to ensure ongoing compliance with the warranty and undertaking given in Clause 19.1.5.

- 19.1.5.4 undertakes to allow the Library or the Library's representatives on reasonable notice access to any relevant premises owned or controlled by the Contractor to inspect the Contractor's procedures and processes, and will, on request by the Library from time to time, prepare a written description for the Library of the Contractor's then current technical and organisational measures used to protect any such Personal Data;
- 19.1.5.5 shall promptly notify the Library of any unauthorised or unlawful processing, accidental loss, damage to or destruction of the Personal Data in accordance with the Library's Information Breach Procedures.

19.1.6 Personnel

The Contractor:

- 19.1.6.1 shall comply with the Staff Vetting Procedures and take all reasonable steps to ensure the reliability of any Personnel who will have access to the Personal Data processed under the contract;
- 19.1.6.2 shall ensure that all personnel required to access the personal data are informed of the confidential nature of the personal data and comply with the obligations set out in the contract;
- 19.1.6.3 shall provide training on a continuing basis for all personnel employed or engaged in the provision of the services

19.1.7 Compliance

The Contractor:

- 19.1.7.1 shall obtain prior written consent from the Library in order to transfer the Personal Data to any sub-contractors or affiliates for the provision of the Services;
- 19.1.7.2 shall ensure that none of the Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed to do so in writing by the Library;
- 19.1.7.3 shall notify the Library within two (2) Working Days if it receives:
- 19.1.7.4 a request from a Data Subject to have access to that person's Personal Data; and, or
- 19.1.7.5 a complaint or request relating to the Library's obligations under the DPA;

- 19.1.7.6 shall provide the Library with full co-operation and assistance in relation to any request or complaint made including by:
 - 19.1.7.7 providing the Library with full details of the request or complaint made;
 - 19.1.7.8 complying with a data access request within the relevant timescales set out in the DPA and in accordance with the Library's instructions;
 - 19.1.7.9 providing the Library with any Personal Data it holds in relation to a data Subject (within the timescales required by the Library); and
 - 19.1.7.10 providing the Library with any information requested by the Library.
 - 19.1.7.11 shall not process Personal Data outside the European Economic Area without the prior written consent of the Library and, where the Library consents to transfer, shall comply with the Eighth Data Protection Principle set out in Schedule 1 of the DPA by providing an adequate level of protection to any Personal Data that is transferred, and any reasonable instructions notified to it by the Library;
 - 19.1.7.12 shall allow the Library reasonable access to such information as is necessary to ensure that it is complying with the above provisions and the DPA as a whole.
- 19.1.8 Breach of any of the warranties or undertakings set out in this Clause 19 will entitle the Library to terminate the Contract forthwith in accordance with Clause 15 - Termination.

20 FREEDOM OF INFORMATION ACT 2000 AND THE ENVIRONMENTAL INFORMATION REGULATIONS 2004

- 20.1 The Contractor acknowledges that the Library is subject to the requirements of the Code of Practice on Access to Government Information (2nd Edition), the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Library (at the Contractor's expense) to enable the Library to comply with these Information disclosure requirements.
- 20.2 The Contractor shall and shall procure that its sub-contractors shall:
 - 20.2.1 transfer the Request for Information to the Library as soon as practicable after receipt and in any event within three Working Days of receiving a Request for Information;
 - 20.2.2 provide the Library with a copy of all Information in its possession or power in the form that the Library requires within five Working Days (or such other period as the Library may specify) of the Library requesting that Information; and
 - 20.2.3 provide all necessary assistance as reasonably requested by the Library to enable the Library to respond to a Request for Information within the time for

compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

- 20.3 The Library shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:
- 20.3.1 is exempt from disclosure in accordance with the provisions of the Code of Practice on Access to Government Information (2nd Edition), the FOIA or the Environmental Information Regulations;
 - 20.3.2 is to be disclosed in response to a Request for Information, and
 - 20.3.3 in no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Library.
- 20.4 The Contractor acknowledges that the Library may, acting in accordance with the Department for Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the Code of Practice on Access to Government Information (2nd Edition), the FOIA, or the Environmental Information Regulations to disclose Information:-
- 20.4.1 without consulting with the Contractor, or
 - 20.4.2 following consultation with the Contractor and having taken its views into account.
- 20.5 The Contractor shall ensure that all information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Library to inspect such records as requested from time to time.
- 20.6 The Contractor acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Library may nevertheless be obliged to disclose Confidential Information in accordance with Clause 20.4.

21 CORRUPT GIFTS

- 21.1 The Contractor shall ensure that neither its Personnel or Sub-contractors or any person acting on its behalf shall not, offer or give, or agree to give, to any member, employee or representative of the Library any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other contract with the Library or for showing or refraining from showing favour or disfavour to any person in relation to this or any such contract. The attention of the Contractor is drawn to the criminal offences created by the Prevention of Corruption Acts 1889 to 1916.
- 21.2 The Library may terminate the Contract immediately without prior written notice to the Contractor, if the Contractor or its Personnel or Sub-contractor(s) or any person acting on its behalf is in default of this Clause.
- 21.3 Without prejudice to any other remedy which the Library may have, the Contractor shall indemnify the Library in respect of any damage, cost, charge or expense arising as a result of termination of the Contract under Clause 20.1.



21.4 In the event of any dispute, difference or question arising in respect of the interpretation of this Clause 20.1, the decision of the Library shall be final.

22 AUDIT AND RECORDS

22.1 The Contractor shall keep and maintain until 2 (two) years after the Contract has been completed full and accurate records to the satisfaction of the Library, including without limitation dockets and receipts evidencing time utilisation, expenditure and other relevant matter performed in connection with the Contract. The Contractor shall on request afford the Library or its representative such reasonable access to those records as may be required by the Library in connection with the Contract.

23 NATIONAL AUDIT OFFICE ACCESS

23.1 For the purpose of:

- 23.1.1 the examination and certification of British Library accounts; or
- 23.1.2 any examination pursuant to Section 6(1) of the National Audit Act 1983 or any re-enactment thereof of the economy, efficiency and effectiveness with which the British Library has used its resources;

23.2 the Comptroller and Auditor General may examine such documents as he may reasonably require which are owned, held or otherwise within the control of the Contractor and may require the Contractor to provide such oral and/or written explanations as he considers necessary.

23.3 It is hereby declared that the carrying out of an examination under Section 6(3) (d) of the National Audit Act 1983 or any re-enactment thereof in relation to the Contractor is not a function exercisable under this condition.

24 CONFIDENTIALITY

24.1 The Contractor shall keep confidential all information connected with the business of the Library or which comes to the Contractor's knowledge under or as a result of the Contract and shall not disclose it to any third party or use it other than for performance of the Services except:

- 24.1.1 with the prior written agreement of the Library; or
- 24.1.2 by requirement of law.

24.2 The provisions of Clause 24.1 shall not apply to such information if it is:

- 24.2.1 in the public domain otherwise than by failure of the Contractor to comply with Clause 24.1; or
- 24.2.2 in the possession of the Contractor before these confidentiality obligations came into effect; or
- 24.2.3 obtained from a third party who is free to disclose the same.



25 IDENTIFYING MARK

- 25.1 The use of any identifying mark of the Library, including its name or any other visual identification is specifically prohibited without the express written permission of the BLR.
- 25.2 The provisions of this Clause 25 shall apply during the continuance of the Contract and after its termination howsoever arising, but if the Contractor has entered into a separate confidentiality agreement with the Library, then the terms of that agreement shall take precedence over this Clause 25.

26 ADVERTISING

- 26.1 No advertisements, posters, placards or signs may be affixed to or displayed from any British Library building or its boundary without the prior permission of the BLR.
- 26.2 Before taking any publicity photography, or obtaining or using publicity material, the Contractor must first seek the BLR's permission.
- 26.3 Before making use of any photography or publicity material, the Contractor must first seek the BLR's permission.

27 WAIVER

- 27.1 No term of the Contract shall be considered waived by either party unless executed in writing. No such waiver shall be a waiver of any past or future default, breach or modification of the terms of the Contract unless expressly set forth in such waiver.
- 27.2 The non-enforcement of any of the terms of the Contract by either party shall not be construed as a waiver of any of that party's other rights and obligations.

28 NOTICES

- 28.1 All notices shall be given in writing and be delivered by hand or sent by facsimile or recorded delivery post to the address of the relevant party; in the case of notices sent to the Library, all such notices shall be marked for the attention of the BLR, as stated herein, or to any subsequently notified address. Any notice sent by facsimile shall be deemed to have been served at the time of transmission. A notice sent by post shall be deemed to have been served four days after.

29 FORCE MAJEURE

- 29.1 Neither party will be liable for delay or failure to perform any of its obligations under the Contract insofar as the performance of such obligations is caused by Force Majeure.
- 29.2 A party prevented or delayed from performing its obligations under the Contract by Force Majeure shall promptly notify the other party in writing and make every reasonable effort to minimise the effects thereof and shall promptly resume performance as soon as reasonably possible after the Force Majeure ceases.

- 29.3 The party not affected by Force Majeure may, when the period of non-performance or delay exceeds thirty days from the date of notice of the Force Majeure event, terminate the Contract at any time by giving written notice to the other party.
- 30 DISCRIMINATION AND DIVERSITY**
- 30.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment and that equal opportunities are afforded to all persons regardless of the foregoing.
- 30.2 The Contractor shall take all reasonable steps to secure the observance of Clause 32.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract or Services.
- 31 ENTIRETY AND SUPREMACY**
- 31.1 The Contract comprises the entire agreement between the parties to the exclusion of all other terms and conditions and prior or collateral agreements, negotiations, notices of intention and representations and the parties agree that they have not been induced to enter into the Contract on the basis of any representation. Furthermore, the parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth in the Contract and no amendment to the Contract, other than variations to the specification in accordance with Clause 9, shall be binding on either party unless in writing and signed by an authorised representative of each party.
- 31.2 No other document which forms part of the Contract shall override, modify or affect in any way whatsoever the application or interpretation of the Clauses of this document.
- 32 ADJUDICATION**
- 32.1 The parties may by notice ask for adjudication on any dispute, difference or question arising out of, or relating to, the Contract during the course of the Contract, other than any matters on which the Library reserves the right to express a final and conclusive decision, and providing that the dispute, difference or question has been outstanding for at least 3 months.
- 32.2 The notice shall specify the matter in dispute and shall set out the principal facts and arguments relating to it. Copies of all relevant documents in possession of either party shall be attached to the notice.
- 32.3 On receipt of a notice the BLR or Contractor Representative as the case may be shall nominate an officer of the Library or Contractor, or a person acting for the Library or Contractor, who has not been associated with the letting or management of the Contract to act as an independent adjudicator, and shall promptly notify the other party of the nomination.
- 32.4 The adjudicator shall notify his decision not later than 28 days from the receipt of the notice. The decision shall state how the cost of the adjudicator's fee or salary

shall be apportioned between the parties. Each party shall otherwise bear its own costs of adjudication.

- 32.5 In coming to a decision, the adjudicator shall have regard to how far the parties have complied with any procedures in the Contract relevant to the matter in dispute, and to what extent each of them has acted promptly, reasonably and in good faith.
- 32.6 The decision of the adjudicator on any matter referred to him will be binding until completion or abandonment of the Contract.

33 ARBITRATION

- 33.1 In addition to adjudication, the procedures of arbitration set out in this Clause 33 will be available to the parties with regard to disputes, differences or questions between them arising out of or in relation to the Contract, other than as matter as to which the Library reserves the right to express a final and conclusive decision. The dispute, difference or question shall after notice by either party to the other be referred to a single arbitrator agreed for that purpose or, in default of agreement within a reasonable period, appointed at the request of either party by the Chairman of the Chartered Institute of Arbitrators.
- 33.2 Unless the parties otherwise agree:
 - 33.2.1 no reference shall be made under Clause 33.1 until after the completion or abandonment of the Contract or the determination of the Contract;
 - 33.2.2 the arbitrator will hold a meeting with the parties forthwith on his acceptance of office and will fix a timetable for the delivery of points of claim and defence or counter claim, for the discovery and inspection of documents, for the inspection of work (if necessary) and for the hearing of any oral evidence (if necessary) which timetable shall not without the consent of the parties exceed a period of 6 months from the date of that preliminary meeting;
 - 33.2.3 the parties shall ensure that any evidence whether oral or written and any document or argument required to be submitted to the arbitrator is submitted to him in accordance with the agreed timetable;
 - 33.2.4 the arbitrator shall give his award not later than 3 months from the end of the period referred to in Clause 33.2.2.
- 33.3 A reference to arbitration in accordance with this Clause shall be a reference to which the Arbitration Acts 1950 and 1979 apply, and those Acts shall have effect subject to the provisions of this Clause 33.

34 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 34.1 The Contracts (Rights of Third Parties) Act 1999 ('The Third Parties Act') shall not apply to this Contract.
- 34.2 No individual, firm or company who is a third party to this Contract (including any employee, officer, agent, representative or sub-contractor of either party) shall have the right (whether under The Third Parties Act or otherwise) to enforce any part or the whole of this Contract which expressly or by implication confers a

benefit on that individual, firm or company without the express prior written agreement of the parties to the Contract which agreement must refer to this Clause 34.2.

- 34.3 In the event that an individual, firm or company who is not a party to this Agreement (including any employee, officer, agent, representative or subcontractor of either party) has a right to enforce any term of this Contract by virtue of Section 1 of The Third Parties Act, the parties to the Contract may, notwithstanding Section 2(1) of the Third Parties Act, vary or cancel this Contract by agreement between them without the consent of such third party.

35 GOVERNING LAW AND LANGUAGE

- 35.1 The construction and performance of the Contract shall be governed solely by the Laws of England, and shall be subject to the jurisdiction of the English courts.
- 35.2 All documentation provided to the Library by the Contractor and its Sub-contractors and all communications between the Library and the Contractor in connection with the Contract shall be in the English language.

36 HEADINGS

- 36.1 The headings of Clauses or other parts of the Contract are inserted for convenient reference only and are not to be construed as defining, limiting or extending the meaning of any of their provisions.

37 RIGHT TO PUBLISH

- 37.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Library shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 37.2 Notwithstanding any other term of this Contract, the Contractor hereby gives consent for the Library to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 37.3 The Library may consult with the Contractor to inform its decision regarding any redactions but the Library shall have the final decision in its absolute discretion.
- 37.4 The Contractor shall assist and cooperate with the Library to enable the Library to publish this Contract.

SCHEDULE 1

CHANGE CONTROL PROCEDURES

- 1 General
 - 1.1 Where the parties see a need to amend the Contract, the Library may request and the Contractor may at any time recommend, such change in accordance with the formal Change Control Procedure (CCP) set out below.
 - 1.2 Neither party shall unreasonably withhold its agreement to such change.
 - 1.3 Until the Contract amendment is authorised, the Contractor shall, unless otherwise agreed in writing, continue to supply the Services as if the request or recommendation had not been made.
 - 1.4 Any such request or recommendation shall be without prejudice to the rights of either party.
 - 1.5 Any work undertaken by the Contractor which has not been authorised in advance by the mechanism set out in this Schedule shall be undertaken entirely at the Contractor's expense.
- 2 Procedures
 - 2.1 Discussion between the parties concerning an amendment to the Contract will result in one of the following:
 - 2.1.1 No further action being taken, or
 - 2.1.2 A written request to amend the Contract being made by the Library, or
 - 2.1.3 A written request to amend the Contract being made by the Contractor, or
 - 2.1.4 A recommendation to amend the Contract being made by the Contractor.
 - 2.2 Where a written request for an amendment is made by the Library the Contractor shall, unless otherwise agreed, submit a Change Control Note (CCN) to the Library within 3 weeks of the date of the request.
 - 2.3 A recommendation to amend shall be made by the Contractor as a CCN direct to the Library at the time of such recommendation.
 - 2.4 Each CCN shall contain:
 - 2.4.1 The title of the change
 - 2.4.2 The originator and date of the request/change recommendation
 - 2.4.3 The reason for the change
 - 2.4.4 Full details of the change including any specifications for additional services other than the Services
 - 2.4.5 The full implications, if any, of the change
 - 2.4.6 A timetable for implementation

- 2.4.7 A schedule of payments if appropriate
 - 2.4.8 Details of the likely impact, if any, of the change on other aspects of the Contract, including but not limited to:
 - 2.4.8.1 The scope of Services
 - 2.4.8.2 The period of the Contract
 - 2.4.8.3 Any changes to Personnel
 - 2.4.8.4 The Contractor's payment profile
 - 2.4.8.5 The documentation and information to be provided
 - 2.4.8.6 The Contractor's performance levels
 - 2.4.8.7 Working arrangements
 - 2.4.8.8 Any contractual issues
 - 2.4.9 The expiry date of validity for the CCN which will, unless otherwise agreed by the parties, be at least 1 (one) calendar month from the date of submission of the CCN
 - 2.4.10 Provision for signature by the parties
- 2.5 For each CCN submitted, the Library will within the period of the CCN:
- 2.5.1 Allocate a sequential number to the CCN
 - 2.5.2 Evaluate the CCN and, as appropriate:
 - 2.5.2.1 Request further information; or
 - 2.5.2.2 Approve the CCN as submitted; or
 - 2.5.2.3 Notify the Contractor that the CCN has been rejected, given reasons for the rejection
 - 2.5.3 Arrange for 2 copies of an approved CCN to be signed by or on behalf of the parties
- 2.6 If the parties consider that the preparation of a CCN which has been requested by the Library would necessitate a significant allocation of resources, the Contractor will notify the Library accordingly and, on agreement by the Library, will make a proposal for a paid study of the cost and implications of producing the required CCN. Pending the Library's acceptance of the proposal, the Contractor will be relieved of his obligations to produce such CCN.
- 2.7 A CCN signed by both parties shall constitute a formal amendment to this Contract.

SCHEDULE 2
COMMERCIALLY SENSITIVE INFORMATION



British Library - Tender for E-Marketing System:

Communicator Corp - Response to Requirements

August 2011
Version 1.1



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Executive Summary

Having carefully considered the British Library's Invitation to Tender for an E-marketing System, we are confident that Communicator Corp's mix of technology, consultancy and service delivery is the right fit for the requirements detailed. We understand the Library's key requirements and objectives for this procurement project to be the following:

- ④ Consolidate disparate communications from across the Library's various business units into a coherent and co-ordinated e-marketing program
- ④ Obtain strategic advice and support from an e-marketing solution partner to help improve current campaign activity and performance based on best practice
- ④ Implement a technical solution with the required functionality and scalability to support planned strategic enhancements to e-marketing campaign activity, including integration with the Library's current and future Customer Management Infrastructure.
- ④ Receive initial support with the implementation of the new solution, together with the ongoing optimisation of skills and expertise within internal teams

Throughout this document we have endeavoured to answer the specific questions that The British Library has asked and demonstrate our ability to meet and exceed your requirements for an E-marketing System while proving our value as a strategic partner. We look forward to the opportunity to meet in person again so that we can present our thoughts on building a successful long term relationship together.

Company Background

Communicator Corp's senior management team first entered into email broadcasting in 1999 and have seen rudimentary email broadcasting evolve into what we have defined as Enterprise Email Management over the past decade. Enterprise email management is a solution for all one-to-one and one-to-many communications.

It is our opinion that successful email management is driven by data, yet few organisations have the capability to consolidate disparate data sources into a single customer view. To facilitate this in April 2009 we were proud to launch the new Communicator® to the marketplace with fully relational data capabilities, allowing effective targeting of customers – sending messages of value not volume.

We are the only service provider to have re-developed our technology platform to reflect the constantly evolving industry in which we operate and the ever-changing demands of our clients. Our research shows that our customers have a desire to target recipients more effectively and efficiently. Therefore Communicator® not only provides an intuitive interface, but combines this with a comprehensive range of web services to facilitate the automation of many manual processes. We believe passionately in the continual development of Communicator® and have an aggressive development roadmap. In conjunction with this we pride ourselves on our infrastructure which provides security, product resilience and disaster recovery.

Our experience tells us that technology must be aligned with knowledge, thought leadership and management to achieve the best results. Recognising this, in 2003 we were the first service provider to build a Professional Services division. Since that date we have assembled a team of 50 talented and dedicated individuals, who drive, advise and form the future of our industry and care passionately for the clients they work with. Our many years of experience cover all of the disciplines of email from delivery assurance through to strategic planning.

Email marketing has changed in many ways since its arrival on the scene as a mass-marketing tool in the 1990s. Increased competition for recipients' attention due to higher volumes of emails, combined with the evolution of filtering techniques employed by ISPs has made engaging with the target audience more challenging. Generic email 'blasts' to the whole database are less likely to deliver the returns they once did, with most recipients now accustomed to more the targeted, one-to-one messages sent by today's leading brands.

Today, the key to successful email marketing is creating a dialog with the subscriber, listening to what they tell you and then matching content to their requirements. The best way to achieve this 2 way dialog is to establish an email program that targets recipients with relevant information at key points throughout the customer lifecycle.

Our client base includes companies from a range of industry sectors, giving us extensive experience of implementing behavioural lifecycle marketing solutions across multiple markets, taking into consideration diverse requirements and objectives. Clients whose digital communications programs we've recently helped to improve include:

Trinity Mirror plc

 adidas



 REUTERS



ALLSAINTS SPITALFIELDS

The co-operative

Solution overview

Communicator® is a web-based Enterprise Email & SMS Management solution allowing clients to execute one-to-one and one-to-many digital communications, from traditional email marketing to transactional and service messaging.

The Communicator® platform offers rich functionality and an easy-to-use User Interface, with robust and scalable underlying infrastructure to ensure that our clients' campaigns are dispatched and delivered on time. Having invested heavily in a complete re-write of our software and re-build of our infrastructure in the past 36 months, we are unique in offering a brand new email & SMS solution based on 10 years' worth of knowledge and experience. Communicator Corp is able to offer a 99.9% Service Level Agreement for the availability of our platform.

Communicator Corp's in-house technical support and development teams are all UK-based, allowing us to react to any client requests for new functionality and to resolve potential support or delivery issues quickly and effectively.

The Communicator® platform offers a unique Relational Data Structure and a range of APIs and middleware products to allow clients to integrate with any existing business system (including CRM & CMS systems, analytics & reporting tools etc.) on a number of levels to automate tasks such as data transfer and the pass back of behavioural and reporting information. Communicator Corp's team of Technical Consultants are on hand to provide advice and assistance throughout the process to ensure that a seamless integration is achieved.

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Requirements

Mandatory Requirements

BL1 - Data Model

Data is at the heart of everything relating to digital communications through the Communicator® platform. It is critical that data is captured and stored in the most efficient manner to fulfil the different strands of our clients' communications strategies.

The Communicator® platform's unique Relational Data Structure gives the British Library the flexibility to re-create any one-to-many, one-to-one and many-to-one data structures that exist in their own business systems within the E-marketing platform, effectively giving campaign managers access to all relevant information held in the Library's Customer Management Infrastructure (CMI) via the platform's UI.

By using a combination of Contact Tables, Data Tables and Lookup Tables, the Library can make as much of their own data available for selection in the E-marketing platform as is required, including historical data such as purchases, bookings and web browsing information, allowing campaign managers to create targeted lists based on any attributes held against recipients in the CMI.

The platform offers a comprehensive suite of APIs built on industry standard web services as well as a hosted middleware product to facilitate integration with the Library's CMI at either a single point (i.e. with Dynamics CRM uniquely) or at multiple points to create a single customer view from disparate data sources.

BL2 - Consumer and B2B data handling

Communicator®'s powerful and flexible data structure (as described above in BL1) would allow the Library to host individual consumer contacts alongside business contacts linked to organisations in the emarketing platform, with the ability to re-create any of the Library's own data structures in the platform's Data module.

The ability to hold organisations' details in a Lookup table would enable the Library to make changes to organisation details that would then be reflected across all associated individuals in a Contact table.

BL3 Custom database modifications

Any elements of data held in the Communicator® platform can be modified via the UI, allowing the Library the flexibility to add, amend or delete tables and fields as and when required to support the ongoing development and evolution of data requirements. Communicator Corp's team of Technical Consultants are on hand to provide advice and support on modifications to data held in the platform.

BL4 User access privileges

The following user roles exist within the Communicator® platform:-

- ⑤ Administrators (Advanced Administrators, Client Creators, Domain Manager)
- ⑤ User Administrator
- ⑤ Data Managers (Analytics Managers)
- ⑤ Dispatchers (Dispatch Authorisers, Test Dispatch Authorisers)
- ⑤ Reporters (Email Reporters, Test Email Reporter, Text Reporter, Text Test Reporter)
- ⑤ Account Changers
- ⑤ Data Extractor
- ⑤ Messagers (Emailers, Content Checkers, Text Creators)

Users can be created and relevant permissions accorded by the Library's "User Administrators". This process can be managed via the user interface.

BL6 Reference / pick-list management

The Communicator® platform uses Mailing Lists layered above the relational tables held in the Data module to create a single customer view across all attributes relating to recipients. The Library's users with the required access permissions can query this data using Filters against any database field to create targeted lists.

Communicator®'s Filter tool offers 3 main types of segmentation options, with multiple operators for each:

- ⑤ Data criteria - using any field of data imported and held in the platform
- ⑤ Dynamic criteria - using any date-related information held in the platform
- ⑤ Behavioural criteria - using data from previous campaigns to segment based on sent, open, click and conversion history.

The Library's users can use any combination of Data, Dynamic and Behavioural criteria with AND / OR conditions to create complex Filters. All Filters are saved against the associated Mailing List and can be re-used for future campaigns, and can be edited at any time.

Edit Mailing List Filter

3. Criteria

[1](#) [2](#) **3** [Complete](#)

Add Criteria

Click the relevant button to add criteria.



Criteria

Edit and delete criteria from the list below.

Condition	Criteria	
	NFP World Show Prospects- CA.Email Address = 'jordan.sawyer@communicatorcorp.com'	
OR	NFP World Show Prospects- CA.Email Address = 'jordansawyer1@gmail.com'	

Condition

Select the condition to be used with your criteria. Select AND if all criteria above must be met or select OR if any criteria can be met.

Condition OR

As of September 2011, the Library will have the ability to assign users to Groups which contain their own Mailing Lists and Filters which cannot be accessed by users from other Groups.

BL7 Cohort management

The Filters described above in BL6 would allow the Library to create and manage "cohorts", with the ability to add and remove individuals on an ongoing basis by amending the filter criteria.

BL8 Scheduled batch data feeds

Communicator Corp offers a hosted middleware product to allow the import of batched data into the Communicator® platform. A secure FTP site would be made available onto which the Library could deposit CSV files on a scheduled basis, with the middleware processing any new files as and when they are made available for import.

BL9 Web services integration

The foundation of integrating with the Communicator® platform is the comprehensive web service based API. This enables the synchronising of data and content and the control of the majority of functionality of the platform itself. Several clients make use of the web service API in a very comprehensive manner to create fully automated system to system integration utilising Communicator® as the fulfilment engine within a wider system stack. Other clients may simply use the API to transfer a daily file of new customer data. We have clients who integrate with in house systems, CRM systems, CMS systems, MI systems and a variety of third party solutions.

Please refer to the attached document entitled 'Communicator® V4 Integration Guide' for full details of available APIs.

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BL11 Merge / append (1)

The Library can merge / append data with the Communicator platform in 3 different ways:

- ④ Insert Only: adding new records
- ④ Update Only: updating existing records
- ④ Insert and Update: adding new records and updating existing records

BL14 Data interface

In addition to being able to add and delete tables and fields, the Library's users with necessary permissions can manually amend the data held within fields via the platform's UI.

BL16 Campaign selection (1)

The Communicator® platform uses Mailing Lists layered above the relational tables held in the Data module to create a single customer view across all attributes relating to recipients. The Library's users with the required access permissions can query this data using Filters against any database field to create targeted lists.

Communicator®'s Filter tool offers 3 main types of segmentation options, with multiple operators for each:

- ④ Data criteria - using any field of data imported and held in the platform
- ④ Dynamic criteria - using any date-related information held in the platform
- ④ Behavioural criteria - using data from previous campaigns to segment based on sent, open, click and conversion history.

The Library's users can use any combination of Data, Dynamic and Behavioural criteria with AND / OR conditions to create complex Filters. All Filters are saved against the associated Mailing List and can be re-used for future campaigns, and can be edited at any time.

As of September 2011, the Library will have the ability to assign users to Groups which contain their own Mailing Lists and Filters which cannot be accessed by users from other Groups.

BL17 Campaign selection (2)

Please refer to response to BL16 for detail of the types of data selection that are available to the Library. Any database field can be used for selection (including 'cohort' information and organisational information), as well as previous campaign history (sent / not sent, opened / did not open, clicked / did not click, converted / did not convert).

BL19 List extract

Library users with the required permissions can extract the results of a Filter (query) via the platform's user interface.

BL22 Multi-stage campaigns

The Library can automate a pre-defined sequence of messages over a period of time using Automated Dispatches. Two types of Automated Dispatch are available to the Library:

- ② Triggered Dispatches: activated by the import of new or amended data into the platform from any source (from a Communicator ® Form, via the API or manually), Triggered Dispatches can be used to send welcome emails, amended preferences emails, transactional / service emails, catalogue request emails etc.
- ③ Recurring Dispatches: scheduled to run either daily, weekly or monthly based on a set of pre-defined criteria to allow the automation of emails such as birthday messages, renewal messages, re-engagement messages etc.

A combination of Triggered and Recurring Dispatches can be used to create multi-stage campaigns based on a schedule and using the data held in the platform's relational tables.

BL23 Activity triggers

The 'Behavioural criteria' described in BL16 can be used to drive messages as part of a sequenced campaign using information about interaction (sent, opens, clicks, conversions) at a previous stage.

The screenshot shows a configuration dialog for an activity trigger. It has three main sections: Category, Operator, and Value.

Category
Select a category.
Category: Click

Operator
Select an operator.
Operator: Has clicked specific link in dispatch

Value
Enter or select a value. Only email dispatches or mailing list are available for this category.

Dispatch	IRIS NFP World Show Communicator Corp
Link	CommunicatorCorpTwitter
From	31/05/2011
To	15/06/2011

Buttons
Add Criteria (with a green plus icon) | Cancel (with a blue cross icon)

BL24 Testing

The Library can use Communicator®'s Multi-Variant Dispatch function to run split tests (same subject line with different content / same content with different subject lines) to a specified segment of their database before deciding on which version of the message to dispatch to the remainder of the list.

New Email Dispatch: Multi Variant

Step 3. Multi Variant Settings

1 2 3 4 5 6 Complete

Specify variants

Select to compare subject or email.

Subject

Send to samples of your mailing list using different subjects.

Message

Send to samples of your mailing list using different emails.

Split your list

Select the size of your samples.



BL25 Landing pages

Links to hosted landing pages can be included in the Library's email campaigns. Using Communicator®'s Data Capture Form module, the Library can create forms within landing pages using a simple wizard to facilitate subscription forms, preference management forms, unsubscribe forms, Sent to a Friend forms and basic surveys.

New Web Data Capture

Step 4. Form Design

1 2 3 4 5 Complete

Edit Mode Preview Mode

Fullscreen Auto Generate Clear Add Table Form Properties

Alexon
est. 1929

email address
first_name
GUID
long_html

t: +44 (0)844 870 8971
e: info@communicatorcorp.com
w: www.communicatorcorp.com

BL28 Email creation

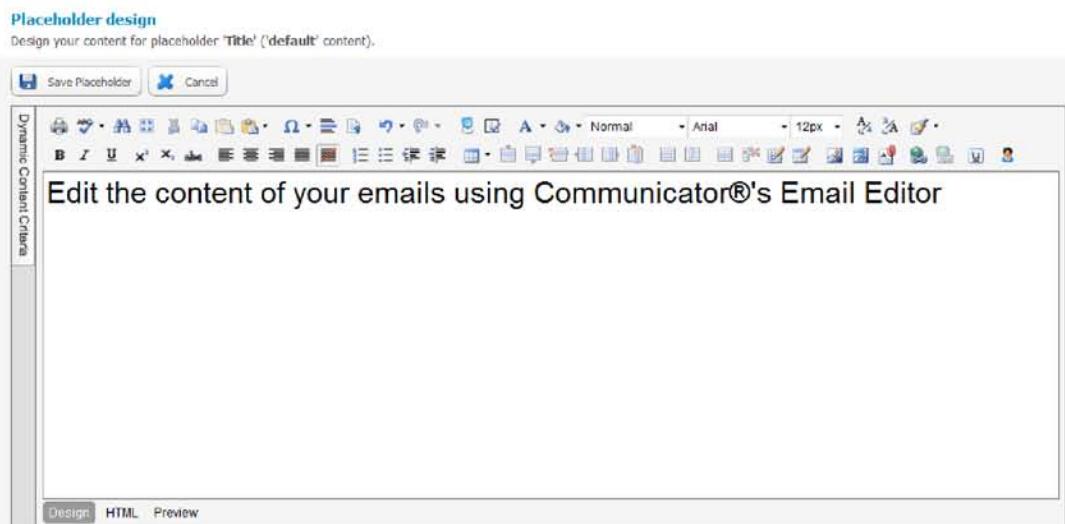
The Library can create either HTML or plain text emails, and can select to send one or the other to specific database selections. Plain text versions of emails are auto-generated from HTML emails as standard to cater for recipients who are unable to receive HTML.

BL29 HTML email creation

Communicator®'s Email Editor includes a WYSIWYG editor for non-HTML trained users as well as the option to create and amend in HTML if preferred. As well as the editing of text, image and formatting, the Email Editor also allows users to perform a wide range of editing tasks such as Link Management and Personalisation. Each client has access to their own Image Library, where images can be stored to be accessed by users when creating campaigns.

Users have a number of options when creating new emails:

- ① Import Email - import of an HTML email that has been built outside of the platform which can then be edited in the platform using the Email Editor
- ② Create HTML Email - creation of HTML emails from scratch using the visual editor or HTML editor. HTML can also be created outside of the platform and pasted into the editor if required
- ③ Create Text Email - creation of plain text email
- ④ Copy and Create Email - copying and editing an existing email to create a new version
- ⑤ Create Email from Template - locked Templates with are stored in Communicator®'s Template Manager and can be accessed by all users with the necessary user permissions. Templates can be built outside of the platform and uploaded into the platform, or can be created within the platform using either the visual editor or HTML editor. Templates can be amended in the platform at any time, or can be copied, amended and saved as a new template. Users create HTML emails by inserting content into specified areas of the Template



Emails can be previewed in the platform, with the ability to also preview dynamic content variables if relevant.

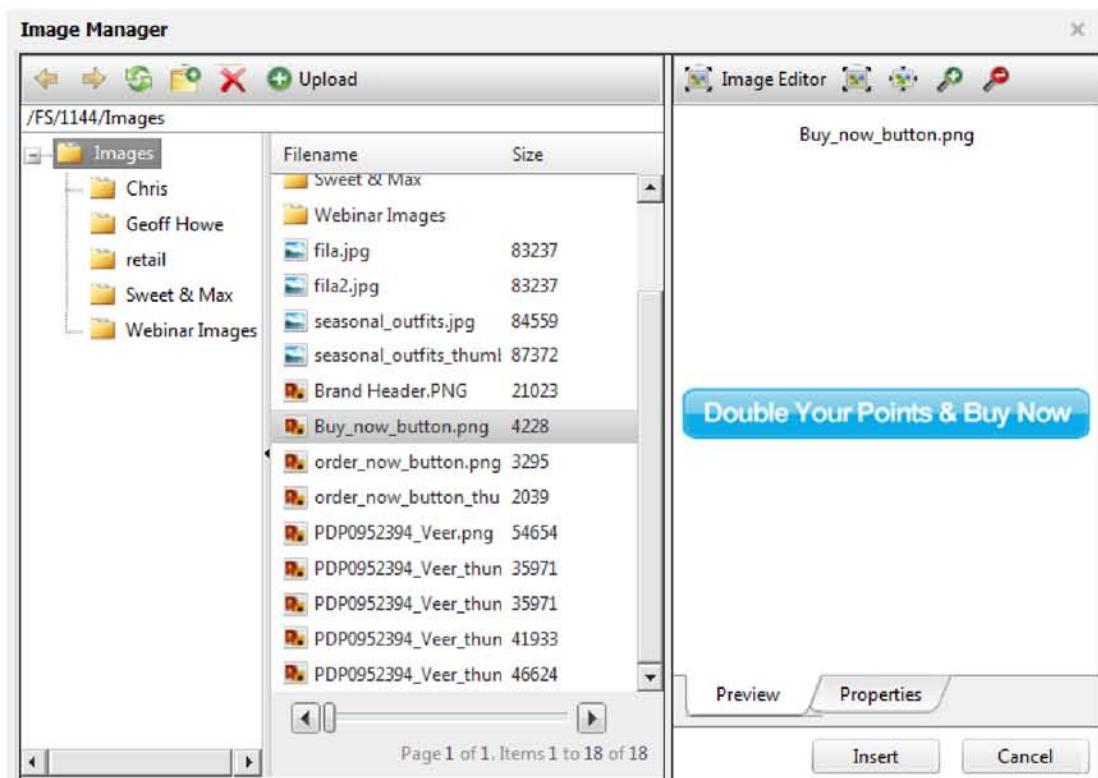
BL30 Other email features

To ensure compliance with Data Protection, Communicator® will automatically block the dispatch of any email that does not contain a valid 'unsubscribe' link. All opt-outs are automatically processed and logged against the relevant database record.

The 'From' name for every email can be personalised based on any database attribute.

BL32 Image library

The Library has access to its own Image Library in the Communicator® platform. Images can be uploaded and stored for use in the creation of future campaigns, with the ability to create Folders and Sub-folders for ease of management. The Image Library is accessed directly from the Email Editor to speed up campaign deployment times.



BL34 Dynamic content

Dynamic content can be added to emails using the Dynamic Content tool within the WYSIWYG Email Editor or can be generated by pulling through content held Communicator®'s relational tables using simple personalisation queries. This can be done based on any attribute held in the database and any behaviour experienced in previous email campaigns. All content elements within an email (images, text, URLs, HTML etc.) can be made dynamic.

Example of dynamic content can be seen below:

Please unsubscribe if you would prefer not to receive future emails.

TOBY CARVERY

JUST AS IT SHOULD BE

SNARESBROOK IN LONDON

73 Hollybush Hill, London, E11 1PE Tel: 0208 9897618

HAPPY VALENTINE'S FROM TOBY CARVERY

Dear Julia,

The perfect Valentine's Day
Toby Carvery and Innkeeper's Lodge have teamed up to offer guests a free bottle of bubbly to celebrate the season of love! Book your room with Innkeeper's Lodge before midday on 7th February and you'll get a free bottle of sparkling wine when you order two main courses at Snaresbrook.

MAKE YOUR BOOKING WITH IKL ▶

VALENTINE'S OFFER

Please unsubscribe if you would prefer not to receive future emails.

TOBY CARVERY

JUST AS IT SHOULD BE

CHADDESDEN IN DERBY

Nottingham Road, Derby, DE21 6LZ Tel: 01332 662504

HAPPY VALENTINE'S FROM TOBY CARVERY

Dear Elizabeth,

The perfect Valentine's Day
Toby Carvery and Innkeeper's Lodge have teamed up to offer guests a free bottle of bubbly to celebrate the season of love! Book your room with Innkeeper's Lodge before midday on 7th February and you'll get a free bottle of sparkling wine when you order two main courses at Chaddesden.

MAKE YOUR BOOKING WITH IKL ▶

VALENTINE'S OFFER

BL35 Personalisation

Content held in any data field within Communicator®'s Relational Data Structure can pulled through into emails for personalisation purposes, in either the subject line or the main body of the message.

BL38 Approvals

Communicator® offers a range of tools to allow the Library's users to test / amend / approve emails prior to final dispatch. Emails can be previewed in the platform (including testing dynamic content / personalisation variants) or can be viewed in over 50 email inboxes using the Content Checker function. Test emails can also be sent to specified contacts or internal seed lists for comment and approval, with the ability to send up to 50 random versions of an email to each recipient to test dynamic variants.

A summary is provided for each email awaiting approval, allowing all aspects of a campaign to be checked prior to authorisation for dispatch including data selection, creative elements, subject line, scheduling and response handling.

The screenshot shows a software application window titled "Dispatches". At the top, there are two buttons: "New Text Dispatch" and "New Email Dispatch". Below the title, a section titled "Awaiting Authorisation" contains the sub-instruction "Below is a list of dispatches that require authorisation". A table lists five dispatch entries:

Type	ID	Description	Created By	Date Created	Actions
✉	980204	kasjdhahdijasksa	Chris Attewell	Tuesday at 13:14	
✉	961489	jkgjhghgg	Chris Attewell	12 April 2011 at 10:12	
✉	957273	kajsdhjkashdkas	Chris Attewell	7 April 2011 at 10:36	
✉	895782	Your Annual Service is due	Colin Fitton	8 February 2011 at 08:24	
✉	895780	Your MOT is Due	Colin Fitton	8 February 2011 at 08:23	

At the bottom of the screen, there is a navigation bar with icons for back, forward, search, and other functions, along with a status message "Items 1-5 of 15" and a page size selector "5 items per page".

Full systemic approval and workflow management is on the Roadmap to be launched as new functionality in March 2012.

BL39 Inbox preview

Communicator®'s Content Check feature allows the Library to analyse email content and design prior to dispatch, performing Spam Filter Checks and Content Assessment checks to highlight any potential issues that may result in the email being flagged as 'spam', as well as providing a visual representation of the email in over 50 different email clients (including mobile handsets and desktop systems).

The screenshot shows a software application window titled "View Email Check". At the top, there are three tabs: "Spam Filter Check", "Content Assessment", and "Images", with "Images" being the active tab. Below the tabs, there are several controls: "Settings", "Images On", and a dropdown menu. The main area displays four different email client previews side-by-side:

- Android 2.2 Motorola DROID (480x854)**: Shows an Android mobile device screen with an email message from "claire" to "commcorp@cp.delivery" with the subject "test this email (14459489)".
- AOL 9 Spam Controls Off**: Shows the AOL 9 desktop email client interface with the message displayed.
- AOL Web Spam Controls Off**: Shows the AOL Web browser-based email client interface with the message displayed.
- AOL Web (FF) Firefox**: Shows the AOL Web browser-based email client interface using the Firefox browser with the message displayed.

BL40 Spam check

The Content Checker also performs Spam Filter Checks and Content Assessment checks to highlight any potential issues that may result in the email being flagged as 'spam', such as text/image ratios and 'spam' words. The Content Checker also highlights any spelling mistakes and broken links within an email.

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BL41 Technical deliverability

All aspects of email delivery are fully managed by Communicator Corp's Deliverability Consultant and the Communicator® platform.

The Communicator® platform responds in real time to ISP notifications and processes bounces, unsubscribes and complaints while our unique Intelligent Delivery System dynamically responds to these notifications and metrics to reconfigure and optimise delivery methods.

Communicator Corp uses industry-leading black-list and reputation monitoring tools supplied by Return Path. Whitelists and certification are managed by the Deliverability Consultant and are applied where appropriate. Certification options are available through Return Path (Sender Score Certification) and the ISIPP (Surety Mail).

Clients are either provided with a dedicated IP address, or utilise our range of IP addresses. The best approach for the Library will be determined during the implementation process. We manage around 500 IP addresses on clients' behalf.

Finally, despite having the best technology, delivery success and failure is still ultimately down to the messages which are sent by the client and the data which is used. The Communicator® platform provides clients with in-depth reputation analysis of individual mailing lists, tools to allow targeting of active and inactive segments, tools for automation, welcome campaigns and other types of one-to-one email communication – all of which ultimately move our senders to a more intelligent email marketing structure and improved delivery rates. It is this final step, not the technology, which is the principal guard against blocking and any other type of deliverability issues.

BL46 Campaign reporting

Through the Communicator® Response Engine you can see in real time how successful your campaigns actually are.

Communicator® provides detailed statistics of every message and campaign sent including:

- ④ Interaction - who viewed, when they did so and what they clicked on
- ④ Deliverability - how many were delivered, how many bounced with explanations of why they bounced
- ④ Conversion Tracking - determine your ROI from every campaign
- ④ Web Analytics Integration - to monitor browsing activity generated by email campaigns (including integration with comScore)

Communicator®'s reporting includes sent, delivered, hard/soft bounce, opened, clicked, un-join, profile management etc. .

Reports include: who viewed, when, what they clicked on, undelivered messages with explanations, unsubscribers, mobile network, downloaded as data (either manually at any time or automatically as part of our web service) or available to view and download in a graphical format (Bar, Line, Pie or 3D Pie).

The reporting, whilst being quick and informative in the overview mode can be drilled right down to individual contacts; to analyse behavioural data (opens, links clicked, purchases from site, date of last purchase, subscription information...).

Dispatch trends can be viewed in real-time, giving you hour by hour feedback of open rates and click through rates (giving you the best time to send out future campaigns).

Click overlay analysis gives you an at a glance view of key areas of interest for your customer base, it is also a powerful tool in the design of your emails and gives valuable pointers on the most prominent places to display offers and information.

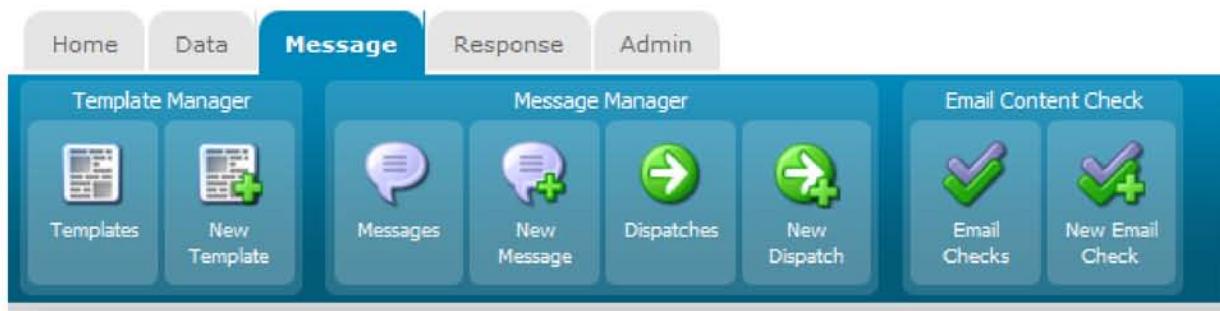
You can also access the number of total clicks on the link and the number of individual users who clicked on a specific link (also given as a percentage) - it gives you a traffic light rating of what's hot and what's not to see what products your customers are looking for.



BL52 Ease of use

Having been completely re-designed and rebuilt from scratch within the past 36 months, the Communicator® platform is by far one of the most intuitive email & SMS solutions available on today's market, dramatically reducing campaign turnaround times through a well-structured and easy to use UI.

Communicator®



Each part of the campaign process can be created separately and saved as a component part of a campaign to give users the flexibility to create and send emails in multiple stages if necessary, with the relevant component parts pulled together to form a 'Dispatch' at the time of send.

This is a screenshot of the 'New Email Dispatch: Standard' wizard, specifically Step 2: Recipients. The title bar says 'New Email Dispatch: Standard' and 'Step 2. Recipients'. There are five numbered buttons at the top right: 1, 2 (which is highlighted in blue), 3, 4, and 5, followed by a 'Complete' button. The main area has three sections: 'Choose your mailing list' (with a dropdown set to 'Special Offers - All Users'), 'Filter your mailing list' (with a dropdown set to 'Inactive Openers in the last 3 months'), and 'Count your recipients' (with a 'Calculate' button). At the bottom right are 'Next >' and 'Cancel X' buttons.

The Communicator® platform also allows users to create and save 'Filters' which can be dynamically applied to mailing lists at the time of send, eliminating the need to perform new segmentation for each campaign.

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All message creation functions, including dynamic content and personalisation elements, are visually driven using WYSIWYG editors. HTML creation and editing is also available to users with HTML skills, however this is not a pre-requisite to being able to create and edit emails in the platform..

BL53 System availability

As a hosted solution, the Communicator platform is available for use 24/7/365, with the exception of scheduled maintenance windows. All maintenance windows are planned and communicated to clients in advance and typically take place on the 3rd Tuesday of each month for a 2 hour period.

Having invested heavily in the re-development of our technology with the past 36 months, Communicator Corp are proud to offer a 99.9% SLA for availability of the Communicator® platform - please refer to attached document entitled 'Communicator Platform SLA' for further details.

BL54 User response times

Communicator Corp can commit to response times within the specified timeframes (subject to the Library's operating systems and network connection speeds).

BL55 Data volumes

There is no limit to the number of individual contacts that the Library can store in the Communicator® platform. The only limit to the amount of associated fields that the Library can hold against each contact is that of SQL Server itself (1024).

BL56 Activity volumes

Communicator Corp sends in excess of 200 million messages per month to over 130 countries in 30 languages on behalf of our clients, with the largest individual dispatch at around 7 million messages.

BL57 Security

Please refer to the documents "[System Architecture and Infrastructure](#)", "[Information Security Policy](#)", "[System Security Operating Procedures](#)".

In addition it should be stressed that only essential systems personnel have access to extract client data from the Communicator® platform.

Our latest security audit was carried out in March 2011 to ISO 27001 standards and highlighted improvements to both technical and procedural controls to meet that standard. There were no major issues identified in terms of preventing clients from utilising our service not in posing a high risk to client data. The improvements are 90% completed. Examples included 2 factor authentications for remote access to the head office and production network, encryption of portable storage devices, regular education of staff on security related matters, a review of Communicator staff access rights to customer accounts and the establishing of a dedicated Information Security forum within the business.



We are 3 months into a 6 month security improvement plan at which point we will apply for formal ISO 27001 accreditation.

To guard against unplanned downtime, all aspects of our infrastructure are fully redundant including servers, switches, firewalls and storage. No single aspect of our platform is dependent on one network device or component. In addition we have a vendor hardware support agreement in place that provides a fix or replacement service within 4 hours.

Full SQL server databases are backed up to disk every night. These disk backups are also copied to tape every night. These nightly backups are performed on a weekly cycle. SQL Server database transaction logs are backed up to disk every 30 minutes. These disk backups are also copied to tape every night. The 30 minute and nightly backups are performed on a weekly cycle.

File system data such as uploaded images and documents and all server operating systems are backed up to tape every night. These nightly backups are performed on a weekly cycle. All tape backups are encrypted and stored within fireproof facilities within the data centre.

Our servers are located in a co-location facility in Docklands, London provided by Telecity Group plc. The Library's data will never leave the UK or the European Economic Area.

BL58 Compliance

The Communicator® platform manages different levels of opt-out using subscriptions tables and mailing lists. For example it would be possible to unsubscribe from a British Library weekly newsletter list, but remain subscribed to the British Library news updates. In this way recipients can manage their preferences for each communication on an individual basis. Subscription tables are checked in real time prior to each dispatch to ensure that customers who have opted out are not mailed.

Communicator Corp is fully compliant with the Data Protection Act 1998 and Directive 2002/58 on Privacy and Electronic Communications relating to access requests and the withdrawal of consent relating to cookies respectively.

Desirable/Preferable Requirements

BL5 Calculated fields

Communicator® does not currently allow calculated fields based other system/data elements, however this functionality is due to be included within the next 3 months following a request from an existing client.

There will not be any additional charges for the use of calculated fields.

BL10 MS Dynamics CRM integrated data exchange

Automated data transfer and merge / append from MS Dynamics CRM can be facilitated using Communicator®'s hosted middleware solution, with the frequency of update determined by the Library's data and campaign requirements.

Middleware costs are included in the Price Proposal.

BL12 Merge/append (2)

Incoming data can be matched on either email address or contact ID in the Communicator® platform.

BL13 Merge/append (3)

No equivocal matching functionality is currently available.

BL15 Subscription centre

The Library can create subscription and preference management centres using Communicator®'s Data Capture Form function, allowing recipients to edit and amend their own preferences (contact & content preferences) and personal details. Forms can be hosted on Communicator® landing pages or can be inserted into pages of the Library's website depending on requirements.

Several types of forms are available:

- ④ Insert only forms - for new subscriptions
- ④ Update only forms - for updating existing records
- ④ Insert & update forms - combining both elements

By hosting forms within an environment that requires a login, the Library can restrict access to forms to customers in the CMI.

There are no additional charges associated to creating subscription centres.

BL18 Web analytics integration

Data from web analytics solutions can be pulled into Communicator® via web services and held in the platform's relational tables to be used in message customisation and future campaign segmentation. To achieve this integration would require the ability to extract browsing data from comScore via an API.

There is no charge associated to using Communicator®'s APIs. A more detailed specification would be required if Communicator Corp were to be required to provide pricing for the completion of the integration work.

BL20 Touch control (1)

The Library can apply restrictions to the number of messages received by individuals using the platform's Behavioural Filter tool, which allows users to include or exclude recipients from campaigns depending on whether or not they have been included in specified previous campaigns, with the ability to select specific timespans.

It is also possible to place a systematic limit on the number emails that any recipient can receive during a specified period, however we would advise against this method in favour of a more structured and logical approach to targeting allowing recipients to manage their own preferences rather than managing them on their behalf.

There are no additional charges associated to applying touch control.

BL21 Touch control (2)

Specified individuals can be ring-fenced using the platform's Data, Dynamic and Behavioural Filter tools, allowing the Library to include or exclude individuals or cohorts based on database attributes and previous campaign interaction (touch control).

There are no additional charges associated to applying touch control.

BL26 Form pre-population

Landing pages containing form can be pre-populated with information from the campaign database, however this is only possible in cases where the landing page is accessed from an email rather than from a website, as the email address of the recipient is needed to be able to pull through the relevant field values.

There are no additional charges for the use of form pre-population.

BL27 Progressive profiling

Profiling information can be obtained over a period of time using a combination of Data Capture Forms to gather data, Recurring Dispatches to send scheduled emails and Behavioural Filters to ensure that recipients aren't asked the same questions repeatedly.

There are no additional charges associated to creating forms, recurring dispatches or behavioural filters.

BL31 Scheduled dispatch

Messages (emails and text messages) can be scheduled to run on a daily, weekly or monthly basis using Communicator®'s Recurring Dispatch function in combination with Data, Dynamic and Behavioural Filters to select the relevant recipients based on data attributes and interaction with previous campaigns.

There are no additional charges associated to creating scheduled dispatches.

BL33 Image library (2)

The Library would have their own dedicated Image Library within the platform, however users would also have the ability to include external image references.

There are no additional charges for using the image library.

BL36 Text messaging

The Communicator® platform has a fully integrated SMS capability. It is possible to store both mobile number and email address against contacts thereby avoiding the need to duplicate data. This also facilitates the ability to create multi-channel communications. SMS messaging can be used for broadcasting to a list of recipients or in a one-to-one scenario for notification purposes or as part of a multi-channel sequence of messages. In both scenarios the messages can span multiple pages and can support multi-byte characters. It is also possible to personalise the content of messages using data associated with each contact.



Capturing data via an inbound text message is also catered for within the platform utilising a short code and keyword combination. When capturing data in this way it is possible to subsequently trigger further text messages or emails to the contact. The Communicator® platform also tracks the delivery of SMS messages to both the operators and individual handsets and provides a timeline of delivery from the point of sending a campaign.

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Pricing for Text messaging is included in the Price Proposal.

BL37 Campaign briefing

There is currently no systemic management of requests for campaign set-up available in the Communicator® platform, although systemic workflow management is on the Roadmap for a March 2012 launch.

Each individual stage of the campaign set-up process can be managed as separate entities at the present time.

There will be no additional charges for the use of systematic workflow / campaign briefing management.

BL42 Inbox placement reporting

We utilise ReturnPath's Mailbox Monitor solution to report on inbox placement. This shows across over 1,000 different inboxes what percentages of messages were delivered to the inbox, spam folder or indeed went missing. Alerts can also be set so you are aware of a problem as it happens, rather than finding out after the event.

Your account management and support teams use this tool on your behalf, but you can optionally have your own dedicated Mailbox Monitor account if preferred.

Pricing for Mailbox Monitor is included in the Price Proposal.

BL43 Social media auto-post

The ability to auto-post to Social Media will be available as of September 2011, allowing the Library's users to post the email campaigns directly to corporate Facebook, Twitter and Linkedin pages.

There are no additional charges for using social media auto-post.

BL44 Social media share

It is currently possible to include 'Share to Social' links within emails, allowing recipients to post a webview link of an email to their social media network to allow their friends / followers to view the email on a web page. From September 2011 it will also be possible for recipients to post specific pieces of content to their social media pages as opposed to the whole email content, as well as to 'Like / Follow' form within an email.



There are no additional charges for using share to social media.

BL45 Social media monitoring

Communicator® offers Social Media tracking to monitor the number of 'Shares', 'Likes' and 'Follows' generated by each campaign. This information is also made available in the Behavioural Filtering tool for future targeting based on Social Media interaction.

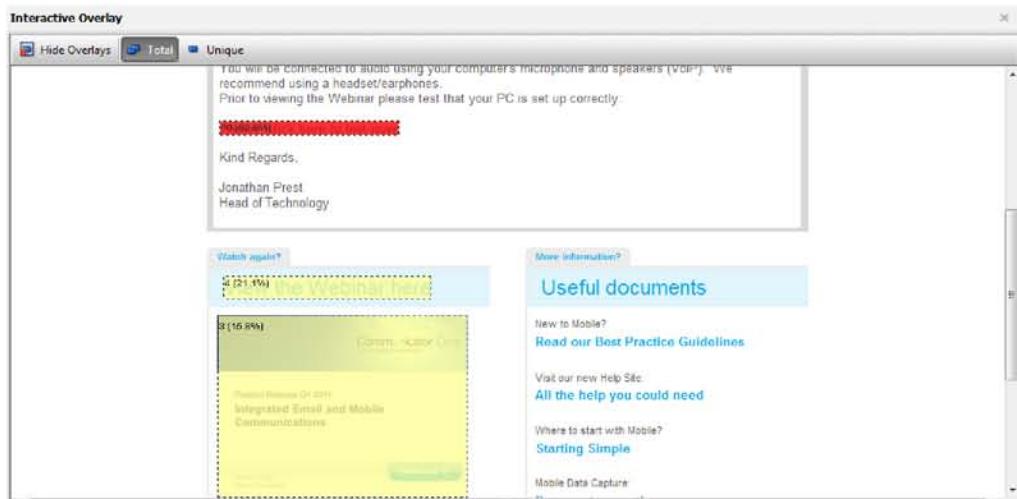
Dispatch Clicks	
Click Overlay Analysis	
Total Clicks	88
Total Regular Clicks	75
② Total Dynamic Clicks	0
Total Web View Clicks	2
Total Share Clicks	0 (Facebook: 0 / Twitter: 0)
Total Unsubscribe Clicks	11
Total Unique Clicks	69 (4.8%)
Average Clicks Per Opener	0.3

There are no additional charges for social media monitoring.

BL47 Email click heat map

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Communicator®'s Reporting module includes a visual heatmap to indicate the popularity of each link within an email, along with a visual representation of the click statistics for each link.



There are no additional charges for email click heatmaps.

BL48 Reporting dashboards

Visual and numeric reporting is available in the platform as standard, allowing the Library to compare statistics across all campaigns in a particular period or compare selected campaigns to particular segments.

BL49 Touch reporting

Touch frequency reporting is not available as standard via the user interface, however Communicator Corp can provide this information on request at no additional charge.

BL50 Database reporting

Record counts are provided throughout the platform. Counts can be obtained of tables, mailing lists, filters, data imports, dispatches and so on.

Filters can be created on mailing lists to identify the number of occurrences of a field value. E.g. 'Cohort equals 5'. Many options are available for filtering including equal to, not equal to, starts with, ends with, contains, does not start with, does not end with, does not contain, is in the following list, is not in the following list, is empty, is not empty.

Filters can also be used to identify the age of data based on any date field within the data. Date stamps are automatically applied to data when it is inserted or edited to be able to identify this.

During the data import process duplicate records are identified. Data import log and error files return the results in terms of rows which have failed to import due to duplicates as well as other data quality issues.

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BL51 Results sharing

Campaign reporting across all campaign activity can be made available to all users to share best practice and successful approaches. The Library's Account Manager will also be responsible for ensuring that best practice and successful approaches are communicated across all departments.

Technical Standards

Communicator Corp can confirm that the proposed solution will follow and adhere to the Library's IT Technical Standards as outlined in the CMI Technical Standards document.

Integration

Please refer to the attached document entitled 'Communicator & British Library Integration' for a diagram of Communicator Corp's proposed solution to integrate with the Library's CMI.

There are 2 parts to the proposed integration solution:

- ④ Data transfer from the CMI to the e-marketing system (customer data)
- ④ Data transfer from the e-marketing system to SSRS (campaign reporting data)

Since Dynamics is the Library's central data repository, our proposed solution is to integrate at this single point for the transfer of customer data from the CMI to Communicator® using the Communicator® hosted middleware. This solution would merge / append batch CSV data files generated in Dynamics placed on a secure FTP site on a scheduled basis. Since this solution relies simply on the creation of CSV files, compatibility with Dynamics 2011 will be ensured.

Communicator®'s Relational Data Structure would give the Library the flexibility to re-create any data structures that exist within Dynamics (including any transactional data from the Box Office solution), so the exact data transferred between the systems would be dependent on the fields required to run the Library's campaigns (to drive personalisation, segmentation and automated campaigns). The Library's Implementation Consultant would advise on data setup during the implementation process, depending on the Library's campaign requirements.

Concerning the transfer of campaign reporting data from Communicator® to SSRS, the same hosted middleware solution would be used to generate reporting files in Communicator® (sent, opens, clicks, bounces, unsubscribes, conversions). These files would then be made available for collection by SSRS from the Library's secure FTP site on the middleware on a scheduled basis or as and when required.



Communicator Corp also offers a comprehensive suite of APIs for the Communicator® platform to enable clients to integrate on a number of levels, full details of which can be found in the attached document entitled 'Communicator v4 Integration Guide'. There is no charge for using Communicator®'s APIs should the Library prefer to integrate this way.

Implementation

Account Implementation timelines are specific to each customer's requirements, with each new client assigned a dedicated Implementation Consultant to project manage the process, ensuring that a smooth migration and integration is achieved.

Implementation will begin with an initial Implementation Meeting during which the Library's full requirements and objectives will be re-confirmed and an initial set of actions established and scheduled for completion by both parties in an Implementation Plan document. Regular review sessions will also be scheduled to analyse progress and identify any areas to be addressed.

Our Implementation Consultants are flexible in their approach, working to a process that meets each client's individual situation concerning resource, timeframes, requirements and objectives. Typically, a new account will be implemented over a period of months, with BAU processes addressed initially and then ongoing enhancements implemented over an ongoing period, however each client is different so there is not a one-size-fits-all solution.

Once the account has been fully implemented and both the Library and the Implementation Consultant are happy with the solution, a handover meeting will be scheduled where the Implementation Consultant will pass the client's account over to their dedicated Account Management team for ongoing support.

Initial tasks to be completed to ensure migrate BAU processes (with responsibilities) include:

- ⑤ DNS changes to be carried out to support private sending domain setup (Communicator & the Library)
- ⑤ comScore analytics tracking to be configured (Communicator)
- ⑤ Creation of the Library's dedicated FTP site (Communicator)
- ⑤ Creation of the Library's Communicator® account (Communicator)
- ⑤ Creation of User Licences and relevant permissions (Communicator)
- ⑤ Amend templates for use in Communicator® (the Library)
- ⑤ Schedule training session (Communicator)
- ⑤ Confirmation of benchmark stats for opens, clicks, unsubscribes and conversions (the Library)
- ⑤ Creation of data structure (tables & fields) to house the Library's data (Communicator)

- 
- ⑤ Provision of previous hard bounce and unsubscribe suppression files (the Library)
 - ⑥ Setup and configuration of Communicator® middleware to facilitate data transfer from Dynamics to Communicator®, and from Communicator® to SQL Server Reporting Services (Communicator)
 - ⑦ Create scheduled queries to extract contact data from Dynamics to be placed on dedicated FTP site within Communicator® middleware (the Library)
 - ⑧ Create job to import campaign reporting information (sent, opens, clicks, bounces, unsubscribes, conversions) from Communicator® middleware FTP site to SQL Server Reporting Services (the Library)

With clients' full commitment and co-operation, the completion of these initial tasks will typically take between 4 and 6 weeks, allowing the migration of BAU activity with minimal disruption to campaign activity. To ensure that the Library's planned operational date of April 1st 2012 is achieved we would recommend beginning the Implementation process no later than the 1st of February 2012.

Other key projects will be addressed as and when the Library's resource is available. Communicator Corp's Implementation Consultants time is spent managing a small number of implementations at any time (typically fewer than 5) and they are as a result able to schedule their diaries to correspond to clients' specific timeframes and deadlines.

Other key Implementation projects would include:

- ⑨ Setup of automated campaigns - welcome programs, re-engagement programs, transactional / service messages, shopping cart abandonment programmes etc. (Communicator Corp / the Library)
- ⑩ Communicator® conversion tracking tags to be added to the Library's website to enable tracking of conversions, downloads of form completions generated by email campaigns.

The Implementation process would be managed by Kathryn Hooper, Senior Implementation Consultant. Based in our Durham head office, Kathryn joined Communicator Corp in 2006 as Support & Operations Manager having previously managed a helpdesk team at Sage, a leading global provider of financial accounting software. Since moving over to lead the Implementation team in 2009, Kathryn has been instrumental in defining processes for managing large-scale client implementations for companies such as Matalan, The NEC and Total Fuel.

Kathryn would be supported from a data and integration perspective by Colin Fitton, Technical Consultant. Prior to joining Communicator Corp 18 months ago, Colin spent 10 years working for the BBC where he implemented a number of data-driven solutions using a wide range of database and associated technologies including Oracle and SAP

Account Management

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Communicator Corp's unique mix of consultancy, technology and service delivery has underpinned our continued double-digit year on year growth.

Our pro-active approach to Account Management defines us as a business. We firmly believe that the role of an email provider is not just to provide broadcast technology, but rather to constantly deliver additional value through driving strategic change programmes based on current best practice and industry experience. Our Account Managers will work closely with the Library to further understand your business goals and challenges, providing ongoing strategic support and advice to ensure that your email activity delivers commercial value.

Each of our client's business needs are different, meaning that there can't be a 'one size fits all' approach to service delivery. As a privately-owned business, Communicator Corp has the flexibility to enable us to tailor our service and solutions to meet the Library's specific needs.

Account Management is delivered according to each client's specific requirements, however a typical solution would involve:

- ④ Creation of client-specific 'Action Plan' to identify account development tasks to achieve objectives
- ④ Monthly review meetings / conference calls to analyse campaign performance and review ongoing activity against 'Action Plan'
- ④ Quarterly strategy sessions to review objectives and highlight enhancements to improve ROI
- ④ Up to date best practice and benchmarking reports from the DMA, IDM and Econsultancy as and when published.

Examples of how we've helped to improve clients' digital communications programs can be found below:

Client - MandM Direct

Clients for 3 years, MandM Direct are a top 25 UK online retailer. We use multiple tables and data repositories for MandM Direct's different websites and have introduced shopping cart abandonment emails to increase online sales by 1%. More recently, MandM Direct started using Communicator®'s integrated SMS module to successfully increase traffic to websites at key periods such as sales.

Client - Trinity Mirror Digital Recruitment

Clients for 2 years, Trinity Mirror Digital Recruitment use the Communicator® platform to send around 8000 automated email campaigns per month to 12 million recipients. Using Communicator®'s unique relational data structure, Trinity are able to host their entire candidate and job databases within the



platform to allow them to send daily 'job alert' emails by importing an intersect table containing the rules to define the daily matches for jobs and candidates. Having previously sent these emails from their own internal systems, Communicator Corp have been able to improve delivery rates and provide more in-depth reporting and analysis on campaigns, while reducing overheads associated with managing internal systems.

Client - Future Publishing

Clients for 4 years, Future Publishing's account has a similar setup to the Library's requirements to manage campaigns from multiple business units from a single account. We have also introduced shopping cart abandonment to considerably increase online revenue. In addition to ongoing account management, we also provide 1 full day's strategic consultancy every 6 months by James Bunting, Director of Strategy and Research and member of the DMA's Email Council since 2008.

Client - All Saints

Clients for just over a year, All Saints previously sent their email campaigns through their eCommerce platform provider, however they received no strategic advice on how to understand and improve their ROI. In addition to comprehensive more comprehensive tracking and analysis of online conversions, we've also helped All Saints to implement lifecycle strategies such as welcome programs and shopping cart abandonment emails to increase engagement and revenue generation.

Client - Perform Group

Clients since 2005, Perform Group provide a CMS system to the majority of football clubs in the English Football League and Premiership. Through tight integration with the Communicator® platform, users of Perform's CMS can generate weekly newsletters by simply selecting the blocks of content on their website that they wished to be included in their outgoing email. This content is then programmatically exported to Communicator® and pulled into an email template, and an automated dispatch sent to all subscribers. This automated solution has enabled Perform Group to reduce a process that previously took several days down to a few hours.

Our client base also includes a range of NFP organisations, including Sightsavers, the British Dental Association and WWF. Examples of strategies we have successfully employed in the NFP sector can be found in the attached document entitled 'NFP Email Recommendations'.

The Library's account would be managed by Jennifer Nkire, Key Account Manager. Prior to joining Communicator Corp in early 2010, Jennifer spent 5 years working in Technical Sales & Account Management roles for Texas Instruments, a world leader in the supply of semi-conductors. Jennifer lives in York and has a degree in Electronics, Telecommunication and Internet Engineering and a Masters in Telecommunications, and currently manages some of most high-profile client accounts including Chanel and Future Publishing.

References

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We believe that our clients are the best advert for the quality of our solutions - we would be more than happy to put you in touch with any of them if you'd like to take references or have some specific questions about the service we provide to them.

Support

The Library would have access to Communicator Corp's Helpdesk by phone or email for any technical or user-related queries between the hours of 08:00 and 18:00 GMT, with a 24 hour hotline for critical out of hours support calls. Unlimited support calls are included as standard for all clients at no extra cost.

For details of our service level agreement for Support, please refer to the attached document entitled 'Communicator Support SLA'.

Clients also have access to the Communicator® online helpsite, which provides contextual step by step guides to all aspects of platform use:

The screenshot shows a 'How To Guide' interface. On the left, a sidebar titled 'How to Guides' lists categories: Getting Started, Data (Contact Tables, Data Tables, Lookup Tables, Mailing Lists, Filters, Import, Data Capture), Message, Response, Delivery, Conversion Tracking, and Integration. The main content area is titled 'Create a Mailing List Filter'. It includes a brief description of what filters are used for, a 'Step 1 - Creating a Mailing List Filter' section with three numbered steps, a note about previewing column values, a 'Step 2 - Creating Multiple Filters' section with two numbered steps, and a note about the Advanced tab.

Create a Mailing List Filter

Filters are used for segmenting and targeting recipients in a Mailing List. Mailing Lists can be targeted using data, behavioural and dynamic date criteria.

Step 1 - Creating a Mailing List Filter

1. To create a Mailing List Filter, select the Data tab and click on New Filter. Select the Mailing List which is to be filtered and then click Next.
2. Enter the name and description of the Mailing List Filter then click Next.
3. When adding a filter to a mailing list there are 3 options to choose from, Select either Data, Dynamic or Behavioural in the Criteria tab section, and then select the required table column from the drop down menu. Choose an Operator value, for example Equals, Contains, Is Empty etc. Please note that operators will change depending on the data type of the columns being queried. Enter the required search criteria into the Value textbox. Click the 'Add Criteria' button to confirm the criteria, then click Finish.

If you are uncertain of the available options in the selected column, click on the preview icon to the right of the Column dropdown. This allows for column values to be searched and previewed. The preview feature ensures your filters are as targeted as possible. Double clicking on the blue arrow next to the value prompts Communicator® to pre-populate the selected value in the 'Value' text field.

Step 2 - Creating Multiple Filters

1. Multiple criteria can be added to Mailing List Filters. Each criteria can be set to AND or OR conditions; allowing rich queries to be constructed.
The Advanced tab allows you to create groups for your filter criteria, making it possible to create multiple groups of recipients within the same filter and separating the groups with the OR condition.
2. Once all criteria have been added, click Finish to complete and save the Mailing List Filter.

Being UK-based, Communicator Corp can provide the Library with close support on all areas relating to data, programming and technical integration. Our Development, Infrastructure and Support (1st / 2nd / 3rd line) teams are all UK-based and can provide specialist backup to our client-facing Implementation, Data and Account Management teams if additional or more advanced support is required.

Training

We can offer the Library a range of training options including basic and advanced content, online or onsite sessions and Train the Trainer courses.

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Training can be delivered either online or on-site depending on requirements and would be scheduled around the Library's availability, and would typically take place during the Implementation process. Training sessions will include a mixture of generic user-related content plus more targeted bespoke content relating to the Library's own campaign processes and requirements. Full training manuals are provided as part of the training process and an online helpsite is available to all users, providing contextual help and advice on all areas of platform usability and information on current best practice.

The Library's dedicated Implementation Consultant would also be on hand to provide ongoing advice and support during the initial stage of the relationship to ensure that all users are comfortable with using the platform.

All Communicator Corp clients have access to monthly refresher webinars each covering a specific area of functionality. Additionally, we run quarterly webinars following each new release focusing on enhancements and modifications to keep all clients up to date with new functionality and its uses and benefits.

Contractual Compliance

Communicator Corp will comply with the Library's Programme for this Contract is awarded the contract.

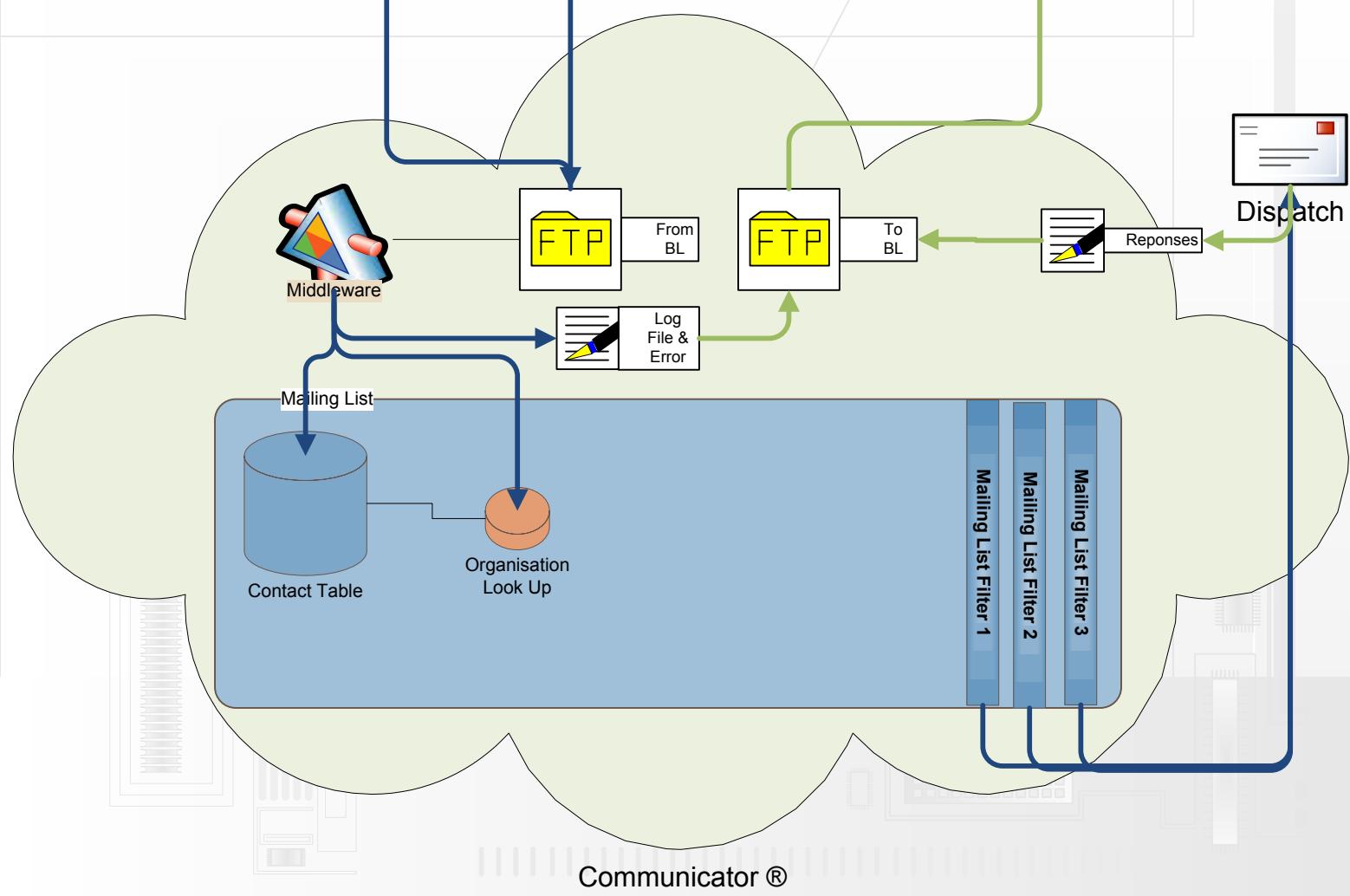
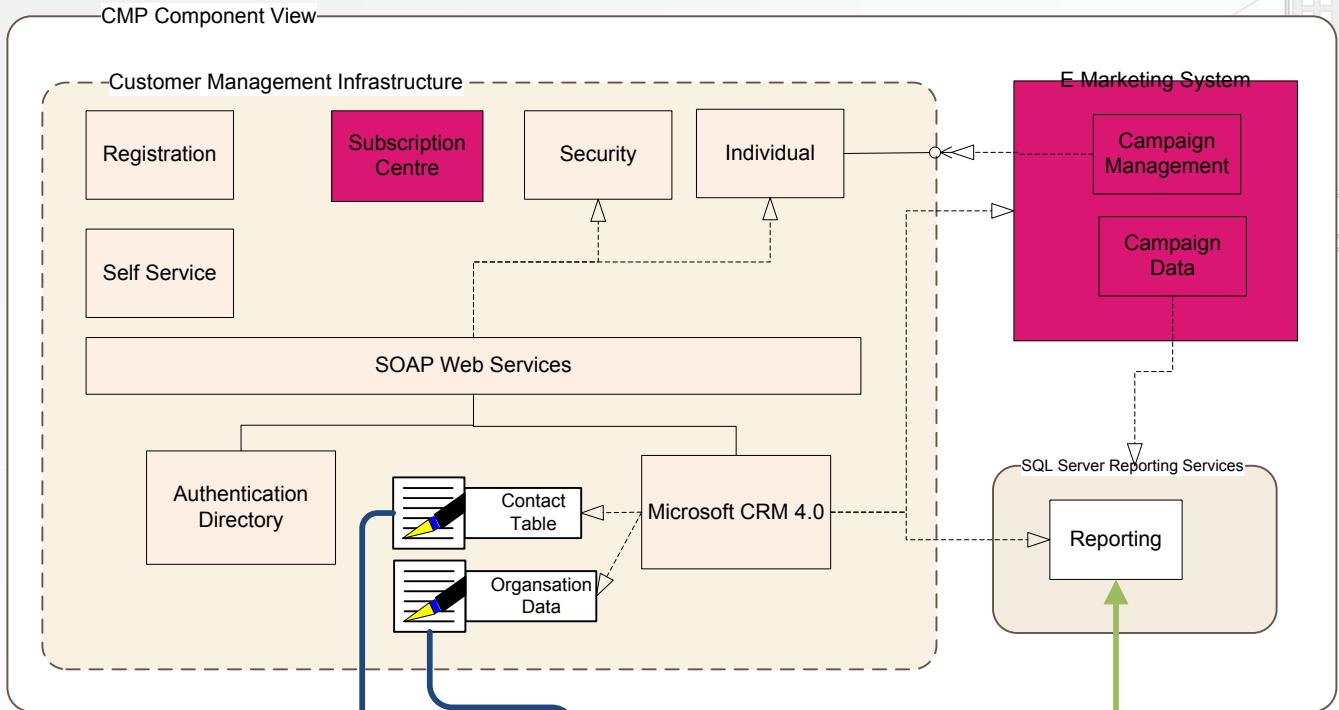
Software Licence Agreement & SLA

Please refer to attached documents entitled 'Communicator Platform SLA' and 'Communicator Platform Agreement' for details.

Contact Table	
PK	Email
FK2	Title First Name Surname Postcode Department Org_ID

Organisation Table	
	Org_ID
	Org_Name Org_Address Org_Contact_Number





Communicator® Enterprise Email Management Solution

Platform Agreement

Version 0.5 OH/CC/25052011

1. Definitions

In this Enterprise Email Management Solution Platform Agreement, the Commercial Schedule and the Service Level Agreement the following words and expressions shall have the following meanings:

'Commencement Date' means the date on which access to the Communicator® Platform / functionality is given to the Client by way of receiving an email from Communicator Corp. This date is also the date that the Service Term and the billing of the Monthly Service and Support Fee commences;

'Commercial Schedule' means the schedule which describes the Service and specifies the Fees;

'Communicator Corp' means The Communicator Corporation whose registered Head Office is: Chase House, Rainton Bridge Business Park, DH4 5RA;

'Communicator® Platform' means the Communicator® Enterprise Email Management Solution and associated suite of software applications required to create, deliver, fulfil and report on digital marketing campaigns;

'Content' means information, data, text, software, music, sound, photographs, graphics; video; messages or other materials, contained within a Client email; text message or other form of communication delivered by the Platform;

'Contracted Email Allocation' means the number of emails contracted either monthly or annually over the Service Term as set out in the Commercial Schedule;

'Contracted Text Allocation' means the number of text messages contracted monthly over the Service Term as set out in the Commercial Schedule;

'Fairly Disputed Fee' means an invoice, charge or fee or part of an invoice, charge or fee in respect of which the Client has a genuine objection and has given Communicator Corp written notice of the objection at least seven days prior to the due date for payment and Communicator Corp has not completed its investigation of the matter or considers in its discretion that the objection has merit.

For the avoidance of doubt the Client must part pay any amounts shown on an invoice that are not a Fairly Disputed Fee;

'Fees' means the fees set out in the Commercial Schedule;

'Intellectual Property Rights' any and all patents, trademarks, design rights, and unregistered designed, copyrights, know-how, rental rights and similar current and future rights throughout the world (and including all renewals and extensions) whether or not they are registered or capable of being registered;

'Long Number' means the MSISDN Allocated Number(s) provided by Communicator Corp to Client for send and receipt of text messages by the Communicator® Platform;

'MO (Mobile Originated)' means when the text request starts at the End User's mobile handset;

'MT (Mobile Terminated)' means the text interaction is completed with a message received by an End User's mobile handset;

'MNO (Mobile Network Operator)' means a telephone company that provides services for mobile phone subscribers;

'Non-premium service' means when you are sending messaging through a long number or short code and there is no charge to the consumer to receive the text messages;

'Normal Working Hours' means the hours of 08:00 hours to 18:00 hours GMT;

'Overage' means charge for any emails which exceed the Contracted Email Allocation and / or any text messages which exceed the Contracted or Pre-paid Text Allocation, or any additional Email Content Checks used above the stated in the Contract;

'Payment in advance' means the Client purchases 'up to' a certain number of text messages in advance of sending. The text messages are only issued once payment has been received;

'Payment in arrears' means the Client will be billed in arrears for any text messages sent. The client will be invoiced on the first working day of the week following the week of the sending;

'Premium service' means the consumer is charged by a billable text message from a short code for a service;

'Pre-paid Text Allocation' means the number of text messages paid for in advance of sending;

'Proprietary Information' means all information whether conveyed orally, in writing, in machine readable form or otherwise which relates to the business affairs, products, developments, trade secrets, know-how, personnel, customers and suppliers of the disclosing party (whether or not

designated as "Proprietary Information" by the disclosing party) together with all information derived from the foregoing or any other information clearly designated by the disclosing party as confidential information;

'Service' means the Communicator® Platform and related Services set out in the Commercial Schedule;

'Service Level Agreement' means the Communicator Corp Enterprise Email Management Solution Service Level Agreement version 0.5 OH/CC/25052011;

'Service Term' means the term for which a Service will be provided for as set out in the Commercial Schedule;

'Short Code' means the Service Provider short code provided for the receipt of text messages by the Communicator® Platform;

'Territory' means Europe and the United Kingdom of Great Britain and Northern Ireland;

'Text Latency' means the maximum Text Message Latency, measured over any calendar month, after excluding the 5% of messages with the highest Message Latency.

'Text Message Latency' means the time it takes for a text message to pass through the Communicator® Platform measured from entry into the Communicator® Platform to first submission into a Service Provider's network for delivery;

'Text payment in arrears' means text messages which are paid for after they have been sent;

'Text Throughput' means the average number of text messages per second the Communicator® Platform is able to receive from Client (for MT messages) or pass to Customer (for MO messages);

'Working Day' means Monday to Friday excluding UK Bank Holidays.

2. Interpretations

2.1. All references to Clauses, Sub-Clauses are to Clause and Sub-Clauses to this Agreement. In the event of any conflict or inconsistency between the Clauses the Commercial Schedule and the Service Level Agreement, the Clauses shall prevail over the Commercial Schedule and the Service Level Agreement.

2.2. The headings to the clauses in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

2.3. The singular number includes the plural and vice versa and any gender includes any other gender.

3. Scope of agreement

- 3.1. In consideration of payment of the Fees by the Client, and subject to the terms and conditions of this Agreement, Communicator Corp will provide to the Client, within the Territory the Services outlined in this Agreement in line with the provisions of the Service Level Agreement.
- 3.2. In order to utilise the Services, the Client must procure access to the internet either directly or through devices that access web based content. The Client must provide all equipment necessary to make such a connection to the internet, including the use of a Windows or Mac OS based personal computer together with an appropriate browser. A list of supported browsers is available on request.
- 3.3. Certain elements of the Communicator® Platform are dependent on the Client having suitable equipment and an internet browser, in the event the Client is unable to provide suitable equipment the Client accepts that some of the Communicator® Platform functionality may not operate correctly.
- 3.4. The Client agrees that all Communicator® Platform activity which can be traced to the Client usernames and passwords are deemed to have been performed by the Client and are not the responsibility of the Communicator Corp.
- 3.5. The Client is responsible for policing the Contracted Email, Text Message and Email Content Check Allocation and payment of any associated Overage Fees.
- 3.6. The Client understands and accepts that Communicator Corp, during the Service Term, reserves the right to deprecate the functionality and/or Web Services of the Communicator® Platform. In such circumstances Communicator Corp shall provide the Client with sixty (60) days written notice by means of email of its intent to do so.

4. Payment

- 4.1. The Client shall pay the Fees by means of Direct Debit on the terms set out in the Commercial Schedule. If payment is not received by means of Direct Debit the Fee due shall be increased by ten per cent (10%) from the Commencement Date.
- 4.2. In the event payment is not received within thirty (30) days from the invoice due date (other than in the case of a Fairly Disputed Fee), Communicator Corp reserves the right to take one or all of the following actions:
- 4.2.1. withhold support across all Communicator Corp departments relating to the delivery of the Services from an operational, commercial or managerial perspective. These will only become operational again once Communicator Corp receives and acknowledges payment in full of the Fees and any accrued interest; and or

- 
- 4.2.2. suspend the Service Level Agreement and payment of any service credits. These will only become operational again once Communicator Corp receives and acknowledges payment in full of the Fees and any accrued interest;
- 4.3. In the event payment is not received within sixty (60) days from the invoice due date (other than in the case of Fairly Disputed Fee), Communicator Corp reserves the right to withhold access to the Communicator® Platform and cease the provision of the Services. These will only become operational again once Communicator Corp receives and acknowledges payment in full of the Fees and any accrued interest.
- 4.4. Interest shall be payable monthly by the Client for overdue amounts on the unpaid amount at the rate of eight per cent (8%) per annum above the current Bank of England base rate from the due date for payment until payment is received in full.
- 4.5. In the event that the Communicator Corp is required to commence legal action in order to retrieve the outstanding payments (other than in the case of Fairly Disputed Fee), the Client will be liable to pay all legal fees.
- 4.6. The Client acknowledges and agrees that in the event that they do not utilise the Communicator® Platform or send the entire volume of Contracted Email, Text Message and Email Content Check Allocation, the monthly Fees set out in the Commercial Schedule over the Service Term are still due for payment in full.
- 4.7. Unless otherwise stated in the Commercial Schedule the Client agrees that the Overage charge will be £0.02 per email, £0.075 per UK Text Message, £0.095 per International Text Message and £15 per Email Content Check.
- 4.8. Communicator Corp will give 30 day's written notice if the text messages charges in the Commercial Schedule change.
- 4.9. All MO messages sent to standard rate short codes or short codes on networks where MT Premium Rate SMS short codes are used for billing will be charged to End User at their standard rate.

5. Transmission of messages

- 5.1. The Client agrees and accepts that, by definition, access to the Internet and other communication media is associated with risks concerning authentication, data security, privacy, availability of services and other risks including the reliability of transmission. The Client agrees to bear full and exclusive responsibility arising from such risks and consequences of the usage of Communicator Corp's Services that occur or originate from within the Client's environment.
- 5.2. The Client acknowledges that Communicator Corp delivers Email and Text messages via major Internet Service and Network Providers ("ISNPs") and can therefore only influence the delivery with respect to transmission of the Email and Text Message within the technical constraints imposed by

the ISNPs. Communicator Corp is responsible for the creation and sending of the message to the ISP and network providers, but they are not responsible for the delivery of the message to the recipient's Email or Mobile Inbox which remains the responsibility of the Client.

5.3. Email messages submitted via the Communicator® Platform will be transferred to the addressed recipients, provided that the recipient's ISNP can deliver the message. The Client acknowledges and agrees that, depending on the recipient's ISNP, it may not be possible to transmit the Email or Mobile Message to the recipient successfully, particularly if the ISNP does not support the email address or mobile number provided or the ISNP refuses to deliver the messages for reasons of poor sending reputation and/or content deemed to be characteristic of unsolicited email or text message. Communicator Corp shall not be responsible for failure to deliver such Email or Text Messages.

6. Confidentiality

6.1. Each party (the "receiving party") shall keep confidential the Proprietary Information of the other party (the "disclosing party"), and shall not disclose the disclosing party's Proprietary Information to any person (other than the receiving party's professional representatives or advisors) except insofar as the Proprietary Information is required by a person employed or engaged by the receiving party in connection with the proper performance of this Agreement.

6.2. The receiving party shall use the disclosing party's Proprietary Information solely in connection with the performance of this Agreement or any other agreement in place between the parties, and not otherwise for its own benefit or the benefit of any third party.

6.3. Proprietary Information does not include information which:

6.3.1. is or becomes generally available to the public otherwise than as a direct or indirect result of disclosure by the receiving party or a person employed or engaged by the receiving party contrary to their respective obligations of confidentiality; or

6.3.2. was made available or becomes available to the receiving party otherwise than pursuant to this Agreement and free of any restrictions as to its use or disclosure.

6.4. Nothing in this clause 6 shall prevent either party from making any disclosure that it is required to make by law, the rules of the UK Listing Authority or by regulation, provided that the party disclosing the information shall notify the other party of the information to be disclosed and of the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and shall take all reasonable action to avoid such disclosure.

6.5. The Client acknowledges that any Proprietary Information obtained from, or relating to, Communicator Corp or its respective servants or agents by the Client in the course of negotiating, or in the performance of, this Agreement (or by any person employed or engaged by the Client in connection with this Agreement in the course of such employment or engagement) is and shall remain the property of Communicator Corp.

6.6. The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of this Agreement (howsoever occasioned).

7. Limit of liability

7.1. Nothing in this Agreement excludes or limits the liability of either party for death or personal injury arising from its own negligence or for any fraudulent pre-contractual misrepresentation on which the other can be shown to have relied to the extent the same cannot be lawfully limited or excluded.

7.2. Subject to clause 7.1 neither party shall be liable for any incidental, indirect, special, consequential, punitive, or exemplary damages including loss of profits, loss of anticipated profits, business, revenue, goodwill or anticipated savings under any circumstances, even if the party has been advised of, knew, or should have known of the possibility thereof.

7.3. In respect to damage to tangible property caused by any negligent act or omission, or breach or material breach of the Agreement, each party limits its liability to £20,000 per event or series of connected events.

7.4. Subject to clauses 7.1 and 7.2 Communicator Corp's aggregate liability under this Agreement whether in contract, tort (including negligence) or otherwise shall not exceed the amount of Fees paid to Communicator Corp by the Client under this Agreement or £20,000 whichever is the lesser, regardless of the number of events giving rise to liability.

8. Data Protection

8.1. The parties agree that they will at all times comply with the provisions and obligations imposed by the Data Protection Act 1998 and that data protection principles set out in that Act in storing and processing personal data.

8.2. The Client acknowledges that email addresses and mobile numbers used by the Client are "opt-in" and the property of the Client, and are used under the conditions specified by the Client's applicable privacy statement.

9. Warranties and indemnities

9.1. Communicator Corp represents and warrants that:

9.1.1. it has all necessary rights to provide the Services detailed in this Agreement subject to the terms and conditions of this Agreement;

9.1.2. the Services will be performed in a professional manner and with qualified staff and shall be performed in accordance with good industry standards;

9.2. The Services and all information, the Communicator® Platform and other content (including third party information, products and content) included in or accessible from the Communicator Corp's web site are provided "as is" and are subject to change at any time without notice to the Client. To the fullest extent permitted by law, Communicator Corp disclaims all representations and warranties (express, implied and statutory, including but not limited to the warranties of merchantability and fitness for a particular purpose, and non-infringement of proprietary rights) as to the Services and Communicator® Platform and all information and other content (including third party information products and content) included in or accessible from the Communicator Corp Platform and/or web site.

9.3. Communicator Corp shall not be liable for any damages resulting from delayed delivery or non-delivery of Email or Text Messages save where such delayed delivery or non-delivery has occurred as a result of the unavailability of the Communicator® Platform as defined within the Service Level Agreement.

9.4. All Content is the sole responsibility of the Client. The Client is entirely responsible for all Content that is emailed, texted or otherwise transmitted via the Communicator® Platform. Communicator Corp does not control the Content and does not guarantee the accuracy, integrity or quality of the Content. Under no circumstances will Communicator Corp be liable in any way for the Content, including, but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, texted or otherwise transmitted via the Communicator® Platform.

9.5. The Client warrants and represents that emails and text messages sent via the Communicator® Platform will conform to the legal requirements of the EC Directive on Privacy and Electronic Communications 2003 and UK Companies Act, and that they will make best endeavours to ensure that all the email messages they send follow the DMA's Email Marketing Best Practices Guide and any Text Messages follow the DMA's Mobile Marketing Best Practice Guidelines.

9.6. Both parties warrant and represent that they have the full capacity and authority to enter into this Agreement and the Commercial Schedule, and shall obtain all approvals and consents where necessary for the fulfilment of its obligations under this Agreement.

9.7. The Client warrants that it will not:

9.7.1. upload, email, text or otherwise transmit any Content or use data that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful or racially ethnically or otherwise objectionable;

9.7.2. impersonate any person or entity or falsely state or otherwise misrepresent Client's affiliation with a person or entity;

9.7.3. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Communicator® Platform;

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9.7.4. upload, email, text or otherwise transmit any Content that infringes any patent, trademark, trade secret copyright or other proprietary rights of any party;

9.7.5. upload, email, text or otherwise transmit any Content the Client does not have a right to transmit under any law or under contractual relationships;

9.7.6. upload, email, text or otherwise transmit any unsolicited or unauthorised advertising where a recipient of such advertising has previously advised in writing (by post, email or text message) that they do not wish to receive any further advertising transmissions.

10. Indemnities

10.1. The Client agrees to indemnify and hold Communicator Corp and its subsidiaries, affiliate, officers, agents, co branders or other partners and employees from any claim or demand made by any recipient of a message sent via Client's Communicator® Account who did not wish to receive the message.

11. Termination

11.1. The Service Term shall commence on the Commencement Date and shall continue for the Service Term set out in the Commercial Schedule, unless this Agreement is terminated in accordance with this Clause 11.

11.2. At the end of the Service Term, the Agreement shall expire unless the parties agree to any extended term which would be subject to a further Commercial Schedule detailing the extended term and any commercial terms.

11.3. In the event of termination of this Agreement by Communicator Corp, the Client shall not receive any refund, reduction, or release of any fee or invoice paid or due to Communicator Corp except as provided in this Agreement.

11.4. The Client may not terminate this Agreement except in the circumstances described in sub-clauses 11.5 and 11.6.

11.5. Either party shall be entitled to terminate this Agreement with immediate effect on written notice to the other party if the other party commits a material breach of this Agreement and if the breach is capable of remedy, the other party does not remedy the breach within thirty (30) days of receiving written notice to do so.

11.6. Either party may terminate this Agreement with immediate effect on written notice to the other if the other:

11.6.1. shall make any voluntary arrangement with its creditors or becomes subject to an administration order or goes into liquidation (either compulsory or voluntary);

11.6.2. shall have its property or assets taken possession of by encumbrances or a receiver be appointed;

11.6.3. any similar occurrence under any jurisdiction takes place.

11.7. Further to the provisions of clause 4, Communicator Corp may at its sole discretion suspend the Services or terminate this Agreement if the Client fails to pay any undisputed amount due to Communicator Corp under this Agreement.

11.8. Communicator Corp have the right to suspend the Client's access to the Communicator® Platform and Services and subsequently terminate the Agreement without notice if any claim or demand is made by any recipient of a message sent by the Client via Communicator® who did not wish to receive the message.

11.9. In such instances where unsolicited messages are sent by the Client using the Communicator® Platform result in Communicator Corp becoming blacklisted by ISNPs or reprimanded for the delivery of unsolicited emails or text messages the Client shall be called upon to explain their actions in full.

11.10. Communicator Corp may suspend the Client's access to the Communicator® Platform and Services and terminate the Agreement without notice in the event;

11.10.1. the Client dispatched to email or mobile data that did not conform to the highest possible standards of permission from recipients.

11.10.2. the Client dispatched email or text message content deemed to be characteristic of unsolicited emails or text messages.

11.10.3. the Client failed to comply with any of the Client responsibilities set out within section 8 of the Service Level Agreement.

11.11. Termination of the Agreement shall not prejudice any rights of either party which have arisen on or before the date of termination.

11.12. Within ten Working Days following the date of termination the Client is responsible for downloading all Content from the Communicator® Platform. Should Communicator Corp be required to assist the Client in any way, a reasonable charge will be levied that the Client is required to pay prior to receiving the data.

12. Assignment

12.1. Neither party shall be allowed to sublicense, transfer or assign this Agreement or any portion thereof, or any right or obligation hereunder, except upon the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

13. Variation

13.1. No amendments to the Agreement, nor any additional or substitute Clauses or Commercial Schedules shall be valid unless made in writing expressly purporting to amend the Agreement and be executed on behalf of both parties.

14. General

14.1. Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by registered or certified, return-receipt requested mail, or by facsimile copy. If hand-delivered or delivered by registered or certified mail, the notice shall be effective upon receipt. If by facsimile copy, the notice shall be effective when sent. Notices should be addressed to the Company Secretary of both parties to the address detailed at the beginning of this Agreement.

14.2. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision will be deemed modified only to the extent necessary to render that provision valid or excluded from this Agreement, as the situation may require; and this Agreement shall be enforced and construed as if such provision had been included as so modified.

14.3. The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to make either party (or its agents or employees) the representative or agent of the other party for any purpose. Any written representation or warranty not expressly contained herein shall not be enforceable by the Client.

14.4. Should a dispute arise between the parties in relation to the Agreement then prior to pursing any legal rights the aggrieved party must provide written notification of the problem to a Director of the other party. Both parties shall then use all reasonable endeavours to resolve the dispute within thirty (30) days. Should the problem remain unresolved then the aggrieved party must provide written notification of the problem to the Managing Director (or equivalent position) of the other party. Both parties shall then use all reasonable endeavours to resolve the dispute within a further thirty (30) days. Should there still be no resolution then the aggrieved party shall be entitled to commence proceedings against the other party. Nothing in this Clause 14.4 shall prevent either party from applying directly to the courts for interim relief.

14.5. Neither party shall under any circumstances whatsoever be liable for any loss, damage, delay or non-performance arising out of any cause whatsoever beyond its control including but not limited to failure in the power networks, losses in Internet connectivity due to the public and private operators on which Communicator Corp rely, acts of government, civil commotion, acts of war, malicious mischief or theft, strikes, lockouts or other labour disputes, shortage of material or labour.

14.6. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce



any term of this Agreement or operates to give any third party the right to enforce any term of this Agreement.

14.7. The provisions of clause 6 and 7 shall survive the termination of this Agreement.

14.8. This Agreement shall be governed by and construed in accordance with English law and the parties hereto agree to submit to the exclusive jurisdiction of the English courts.

14.9. No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the Agreement shall either be deemed to be a waiver or in any way prejudice any right of that party under the Agreement.

14.10. This Agreement and the Commercial Schedule contains the entire Agreement and understanding of the parties in connection with the subject matter thereof and supersedes all previous agreements between the parties relating to the subject matter hereof. In particular (but without prejudice to the generality of the other provisions of this clause) each party acknowledges to the other (to the intent that the other shall execute this Agreement in reliance upon such acknowledgement) that it has not been induced to enter into this Agreement nor relied upon any representation or warranty other than the representations and/or warranties expressly set forth in this Agreement. This acknowledgement shall not apply to any misrepresentations and/or breaches of warranty which constitute fraud.

14.11. The Client agrees that Communicator Corp may advertise the Client as one of their clients on their web site and related marketing materials. The Client also agrees to participate in public relations exercises such as: the production of a joint press release (where appropriate) relating to the Services; and the production of a case study following the successful implementation of the Services.

Communicator® Enterprise Email Management Solution

Service Level Agreement

Version 0.5 OH/CC/25052011

1. Client support and service availability

1.1. Client support is available between the hours 08:00 and 18:00 GMT, Monday to Friday (excluding UK Bank Holidays and statutory holidays). Support queries will be accepted via email to support@communicatorcorp.com or by telephone on +44(0)844 870 8974.

1.2. The target availability for the Communicator® Platform is twenty four (24) hours a day, seven (7) days a week excluding any scheduled or emergency maintenance. The Client will be informed about any scheduled releases to the platform via the Post Log-in Information Window and their Account Manager approximately seven (7) days prior to this taking place.

2. Communicator® platform availability commitment scope

2.1. During each month of the Service Term of the Agreement, Communicator Corp undertakes to the Client that the Communicator® Platform shall be capable of being accessed (except as set out in clause 4.2 below) no less than 99.9% of the time, twenty four (24) hours a day, seven (7) days a week.

2.2. During each month of the Service Term of the Agreement, Communicator Corp undertakes to the Client that the Text Throughput averages 75% or more of the targeted levels of ten (10) messages per second, throughput is to the exclusion of scheduled or emergency maintenance and/or issues with connectivity or performance of the client's destination target; and

2.3. During each month of the Service Term of the Agreement, Communicator Corp undertakes to the Client that the Text Latency averages 150% or less of the targeted levels of one (1) minute, latency is to the exclusion of scheduled or emergency maintenance and/or issues with connectivity or performance of the client's destination target

3. Scheduled maintenance scope

3.1. Scheduled maintenance shall mean Maintenance Releases aimed at achieving enhanced performance from the platform or Product Releases which will see the introduction of new functionality and any maintenance at the data centre at which the Communicator® Platform is located (a) of which the Client is notified in advance, and (b) that is performed outside of normal working hours. The Client

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will be notified via the Post Log-in Information Window and their Account Manager prior to carrying out such maintenance and details of the time anticipated to complete the maintenance will be stated. Nothing in this paragraph shall prevent Communicator Corp from conducting emergency maintenance on an as needed basis.

4. Communicator® platform availability commitment

4.1. If the Client opens a support case with Communicator Corp's Support Team within five (5) days of Communicator's® Platform unavailability and following review, Communicator Corp determines that the Communicator® Platform was unavailable, that outage will be used to calculate unavailability for the remedies provided below. Where service availability falls below 99.9% in any one calendar month the Client is entitled to service credits at the following levels:

- 4.1.1. 97.1% to 99.9% - 5% of monthly service Fee credited back to account.
- 4.1.2. 95.1% to 97.0% - 10% of monthly service Fee credited back to account
- 4.1.3. 93.1% to 95.0% - 25% of monthly service Fee credited back to account
- 4.1.4. 90.1% to 93.0% - 50% of monthly service Fee credited back to account
- 4.1.5. 0.0% to 90.0% - Full monthly Fee service credit

4.2. Unavailability shall not be deemed to occur as a result of maintenance activities (emergency and scheduled); acts or omissions of the Client or its agents; network unavailability outside Communicator Corp's network; backbone outages; power failure of the National Grid; or events of Force Majeure as set out in the Agreement. For the avoidance of doubt the Client shall not be eligible for service credits if they are in violation of their responsibilities as set out in the Service Level Agreement or have any outstanding fees.

4.3. Communicator Corp will calculate the Client's Communicator® Platform 'Unavailability' in a calendar month. Communicator® Platform 'Unavailability' consists of the number of minutes that the Communicator® Platform was not available to the Client for the distribution of messages, as per the definition of 'Unavailability' in 4.2.

5. Information policy

5.1. Communicator Corp does not share, disclose or sell any personally identifiable information (such as your name, address, mobile number or email address) collected online via the Platform with other companies or organisations. In the future, should Communicator Corp decide to share such data with third parties for marketing, it will provide notification and the opportunity for its users to indicate whether they would rather that Communicator Corp did not provide such information about them to third parties. Because this information is a critical part of our business, it would be treated like our other assets in the context of a merger, sale or other corporate reorganisation or legal proceeding.

5.2. Communicator Corp uses the personally identifiable information we collect online principally to provide you with the Product(s) / Service(s) you have ordered and to let you know about other



offerings, which may be of interest to you. Postal, email address and mobile number information, for example, enables communication about services offered and ordered, as well as the proper provisioning and billing of those services.

5.3. Communicator Corp also provide personally-identifiable online information in response to subpoenas and other legal demands, and where we believe that disclosing this information is necessary to identify, contact or bring legal action against individuals who may be endangering public safety or interfering with Communicator Corp property or services, or with our customers' or others' use of them.

5.4. Communicator Corp may also use "cookies" and similar technology to obtain information about your visits to our sites or your responses to email and text messages from us - both individually and in aggregated data that does not identify you. These reporting tools tell Communicator Corp the parts of the web sites, emails or text messages in which the Client showed an interest or took some action, and help us improve the quality and usefulness of our sites. Communicator Corp primarily uses cookies to determine what services or promotions the Client is interested in.

6. Security

6.1. Communicator Corp use encryption, firewalls and other technology and security procedures to help protect the accuracy and security of your personal information and prevent unauthorised access or improper use.

7. Client's access to information

7.1. The Client may review or update the available personally identifiable information that we received from you by accessing your account online, by contacting the Communicator® Support Team. Please note that in order to better protect you and safeguard your information, Communicator Corp take steps to verify your identity before granting access or making corrections to your information.

7.2. Communicator Corp may use email addresses and mobile numbers you provide us online on Communicator Corp sites to send you emails or text messages related to Communicator Corp's products and services or if you have affirmatively indicated a desire to receive additional information. If at any time, you would prefer not to receive further marketing communications, please use the unsubscribe action contained within the email or text message.

8. Client's responsibilities

8.1. The Client shall be held responsible to Communicator Corp for any use of their username and password by third parties. In particular the Client will pay for sending email and text messages. In this respect the Client is recommended to keep their username and password to the Communicator® Platform in a safe place and not reveal it to third parties.

8.2. The Client shall be held responsible for the delivery of all emails and text messages sent via the Communicator® Platform. Communicator Corp insists that the Client conform to the highest possible standards of permission from email and text message recipients and will never knowingly participate in the distribution of unsolicited emails and text messages. The Client shall ensure that all recipients of their messages have opted to receive the information and must ensure that those people wishing to "opt out" can do so easily and at no cost.

8.3. The Client agrees to monitor the Communicator® Platform Email and Mobile Inboxes for message replies and exceptions.

8.4. The Client is responsible for any transmissions which occur to recipients outside of the European Economic Area which are prohibited by the Data Protection Act.

8.5. The Client shall be responsible for the content of any message, which the Communicator® Platform transmits or processes on the Client's behalf or on behalf of any third party. The Client shall ensure that messages transmitted from the Communicator® Platform are not intended to worry or annoy recipients, or are unlawful, in particular; scenes of violence, pornography, incitement or racial discrimination.

8.6. If a competent authority notifies Communicator Corp of unlawful use of the Platform, Communicator Corp may suspend the Client's access to the Communicator® Platform for a particular period of time or may terminate the Agreement without notice and without paying compensation.

8.7. The Client acknowledges that Communicator Corp cannot be held responsible for the content within Clients' email or text message. Furthermore, Communicator Corp requires the Client to follow the guidelines below which are intended to ensure that all email and text communications are appropriate, "opted-in" and offer easy means for "opt-out".

8.8. All Content is the sole responsibility of the Client. The Client is entirely responsible for all Content that is emailed, texted or otherwise transmitted via the Platform. The Communicator Corp does not control the Content and does not guarantee the accuracy, integrity or quality of the Content. Under no circumstances will Communicator Corp be liable in any way for the Content, including, but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, texted or otherwise transmitted via the Platform.

8.9. The Client shall comply with all applicable laws and regulations in any country where message services are marketed or provided. For Clients operating in the EU, the following EU directives (or national implementations) have particular relevance: (a) E-Privacy Directive; (b) Commerce Directive; (c) Data Protection Directive; and (d) Unfair Contract Terms Directive.

8.10. The Client shall comply with the Mobile Marketing Association Code of Conduct, available at www.mmaglobal.com, for any text services.



8.11. The Client shall comply with the PhonepayPlus Code of Practice and Guidelines, available at www.payphoneplus.org.uk, in relations to all Premium Rate Text Message Services. The Client shall be responsible for obtaining any PhonepayPlus compliance advice required for the Client's Service.

8.12. The Client agrees that it will not:

8.12.1. upload, email, text or otherwise transmit any Content or use data that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful or racially ethnically or otherwise objectionable;

8.12.2. impersonate any person or entity or falsely state or otherwise misrepresent Client's affiliation with a person or entity;

8.12.3. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Platform;

8.12.4. upload, email, text or otherwise transmit any Content that infringes any patent, trademark, trade secret copyright or other proprietary rights of any party;

8.12.5. upload, email, text or otherwise transmit any Content the Client does not have a right to transmit under any law or under contractual relationships;

8.12.6. upload, email, text or otherwise transmit any unsolicited or unauthorised advertising where a recipient of such advertising has previously advised in writing (or email or text message) that they do not wish to receive any further advertising transmissions.



Support Service Level Agreement

Communicator® Platform

February 2010
Version 1.2

Support Procedure

Contact

The Communicator® support team is available between 08:00 and 18:00 (GMT Time Zone), Monday to Friday (excluding UK public holidays) and can be contacted via:

- Telephone: 0844 870 8974
- Email: support@communicatorcorp.com

Priority 1 cases (see Fault Severity Section) may be raised outside of the core hours by telephoning the number above and following the presented options.

Logging – by telephone

When you call Communicator Corp you will be speaking directly with a member of our support team. We will require the following information to assist in logging calls efficiently and resolving your support queries:

- Please state your company name / Communicator® account
- Please state whether it is a new or existing problem. If an existing problem, please provide the existing case number.
- If you're reporting a new problem, please provide a brief description of the problem
- Please indicate your perceived severity of the fault (see Fault Severity Section)
- Please state who needs to be updated within your organisation on the issue

Logging – by email

All emails sent to the Support Team should include:

- Please state your company name / Communicator® account
- A contact telephone number
- Please state whether it is a new or existing problem. If an existing problem, please provide the existing case number.
- If you're reporting a new problem, please provide a brief description of the problem
- Please indicate your perceived severity of the fault (see Fault Severity Section)
- Please state who needs to be updated within your organisation on the issue

Your enquiry will then be logged or updated. A member of the team will contact you within a time period relating to the severity of the fault to provide a solution or indicate a target fix time for the fault. The preferred method of contact is by telephone. This way, a member of the Support Team can obtain as much information as possible while on the phone.

Fault Severity Section

Priority	Category	Identifiers
1	Business Critical	<p>Application Unavailable</p> <ul style="list-style-type: none"> ⌚ Unable to log into Communicator® <p>Key Services Unavailable</p> <ul style="list-style-type: none"> ⌚ Unable to import data ⌚ Unable to create tables / mailing lists ⌚ Unable to create messages ⌚ Unable to dispatch messages <p>Issue with Dispatched Message</p> <ul style="list-style-type: none"> ⌚ Links not working ⌚ Images not showing
2	Business Important/High	<p>Important Issues that are Time Specific</p> <ul style="list-style-type: none"> ⌚ General Software Bugs* ⌚ Message Delivery** ⌚ Unsubscribe requests ⌚ Bounce requests
3	Routine/Medium	<p>Questions or Advice</p> <ul style="list-style-type: none"> ⌚ Requests for information ⌚ General Usability Queries ⌚ Queries relating to templates /data capture points/ data / reporting

*General Software Bugs - where bugs can be fixed and deployed without risk to the stability of the platform and a bug is deemed serious enough to warrant an immediate deployment of the fix, one will be deployed. For non-urgent software bugs fixes will be deployed at the next available maintenance window.

****Message Delivery** - This covers a number of different sub-topics such as recipients who have unsubscribed, recipients who claim non-receipt due to previously bouncing and recipients who experience non delivery due to corporate network configurations and individual security protocols. In all cases we will make our best endeavours to resolve the reported issue within the allotted time.

Responses and Resolution Times from Communicator Corp will be:

Fault Severity	Response Times (working hours)	Resolution Times* (working hours)
Priority 1	Immediate or within 1 hour	4 hours
Priority 2	Immediate or within 2 hours	24 hours
Priority 3	Immediate or within 4 hours	48 hours

***Resolution Times** - In all cases we will make our best endeavours to resolve the reported issue within the target resolution time. However there may be some reported cases that cannot be resolved within the target resolution time due to factors outside of the immediate control of Communicator Corp. These factors could include hardware replacement (where our 4 hour hardware vendor agreement will be used to provide replacement hardware) or data centre related matters such as power and bandwidth (where our data centre team will respond within 1 hour). In the unlikely event of this occurring Communicator Corp will communicate a revised resolution time at its first opportunity.



Communicator
Delivery beyond expectation

Communicator[®] Integration

Web Services

May 2011
Version 2.27



Document Version History

Version	Date	Comment
2.09	October 2009	Addition of Extraction Scope and Compression flag to data extracts
2.10	November 2009	Minor amendments
2.11	December 2009	Addition of FTP Data Import methods and objects
2.12	February 2010	Minor amendment to DataImporterViaFTP, addition of AuthoriseDataImport and DateFormats
2.13	February 2010	Addition of UpdateContactSubscription & UpdateContactSubscriptions
2.14	March 2010	Minor amendments
2.15	April 2010	Removal of ImportData() method, clarification of ExtractionScope/GetSuppressions properties on Extract Object
2.16	April 2010	Addition of GetContactData method, minor amendments
2.17	May 2010	Addition of UpdateMailingList method, minor amendments
2.18	June 2010	Addition of unified control methods DataImportControl, and EmailDispatchControl; deprecation of AuthoriseDataImport, AuthoriseEmailDispatch, PauseEmailDispatch, StopEmailDispatch. Minor amendments to extracts.
2.19	June 2010	Minor amendments to extracts.
2.20	August 2010	Addition of GetMailingListAnalyticsProviders; addition of further tracking options to CreateEmailDispatch
2.21	September 2010	Minor amendments to Response Service extracts and statistics Addition of Appendices for Subscription Management, Date Formats, and ExtractJobs
2.22	October 2010	Minor changes and clarifications to FTPDataImport and DataImporterViaFTP
2.23	November 2010	Addition of Unicode extraction to TableDataExtract, MailingListExtract, and ExtractJob
2.24	April 2011	Addition of TextMessage and TextDispatch objects with following methods : CreateTextMessage, GetTextMessage, GetTextMessageCollection, CreateTextDispatch, GetTextDispatch, GetTriggeredDispatches, GetUnauthorisedDispatches, DispatchControl, GetDispatchesWithinRange
2.25	April 2011	Minor amendments to highlighting of notes and deprecated items
2.26	May 2011	Added Note regarding capitalisation in date formats.
2.27	June 2011	Added appendix on how to use Triggered Dispatches with the DataImporter Added GetClientTablesForMailingList and GetMailingListsForClientTable methods Updated object definitions for ClientTable, ClientTableColumn, MailingList and MailingListFilter



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1. Overview

The Communicator® integration web services provide two-way programmatic access to the powerful Communicator® digital communications platform.

The web services are separated into three sections which aim to mirror the areas in the main web based platform and those web services are:

1. Data Service
2. Message Service
3. Response Service

Formal descriptions of the web service methods can be found at:

Data Service	http://ws.communicatorcorp.com/DataService.asmx
Message Service	http://ws.communicatorcorp.com/MessageService.asmx
Response Service	http://ws.communicatorcorp.com/ResponseService.asmx

The web services can also be accessed securely (by SSL) at the following locations:

Data Service	https://ws.communicatorcorp.com/DataService.asmx
Message Service	https://ws.communicatorcorp.com/MessageService.asmx
Response Service	https://ws.communicatorcorp.com/ResponseService.asmx

The Communicator web services conform to SOAP standard 1.2 and because we use custom complex objects we require all HTTP requests to be of type POST. We also require all web service requests to include our custom SOAP header that is used to validate the user profile.

Specific implementation examples are provided throughout this document in C#.



2. Web Service Methods

All web service methods are permission-based and require a `credentials` object to be created prior to calling any of the integration methods. Additional parameters required for specific methods are outlined in the appropriate section.

Existing Communicator® logins can be used to access the web services or a dedicated web services login account can be requested through our support team.

Please note that the current Communicator Web Service methods are VS2005 Web Service methods and that you will need to add VS2005 Compatible Web References in Visual Studio 2008 upwards.

2.1 Setting Credentials

Prior to calling any web service method, a `CommunicatorCredentials` object must be created and populated. This is then required to be included as part of every method call.

A separate `CommunicatorCredentials` object must be supplied for each web service URL.

Example Code

```
// DataService is a web reference to the Communicator® data web service

// Create and populate an instance of CommunicatorCredentials
DataService.CommunicatorCredentials credentials = new
    DataService.CommunicatorCredentials();

credentials.Username = "username";
credentials.Password = "password";
```

Where an object is referenced by more than one Web Service such as `CommunicatorCredentials` above, you will need to reference the object with its full namespace to avoid ambiguous calls.



2.2 Return Objects

Many of the web service methods have been designed to use custom objects as parameters and as return objects.

The structure of the custom objects is explained in the WSDL and also in the [**Object Definitions**](#) section later in this document.

Please also note that objects used as both parameter and return objects may have both optional and read-only sections. Please refer to the relevant object in the [**Object Definitions**](#) for further information.



2.3 Data Service Methods

2.3.1 GetClientTables

Returns all tables from within the account

Input Parameters

None

Returns

An array of [**ClientTable**](#) objects.

Example Code

```
ClientTable[] clientTables = dataService.GetClientTables();

foreach (ClientTable clientTable in clientTables)
{
    // Access properties of each table e.g. clientTable.Id
}
```

2.3.2 GetClientTable

Gets the details of the table with the specified ID

Input Parameters

Parameter	Type	Information
tableId	Integer	The ID of the table to get details for

Returns

A single [**ClientTable**](#) object.

Example Code

```
int tableId = 1234;
ClientTable clientTable = dataService.GetClientTable(tableId);
// Access properties of table e.g. clientTable.Description
```

GetClientTableColumns

Returns all columns for a given table

Input Parameters



Parameter	Type	Information
tableId	Integer	The ID of the table to get columns for

Returns

An array of [ClientTableColumn](#) objects.

Example Code

```
int tableId = 1234;
ClientTableColumn[] tableColumns = dataService.GetClientTableColumns(tableId);
foreach (ClientTableColumn tableColumn in tableColumns)
{
    // Access properties of each column e.g. tableColumn.Id
}
```

2.3.3 GetClientTablesForMailingList

Returns a collection of tables associated to the mailing list ID

Input Parameters

Parameter	Type	Information
tableId	Integer	The ID of the table to get details for

Returns

An array of [ClientTable](#) objects

Example Code

```
int mailingListId = 1234;
ClientTable[] clientTables =
    dataService.GetClientTablesForMailingList(mailingListId);

foreach (ClientTable table in clientTables)
{
    // Access properties of each table e.g. table.Name
}
```

NOTE: This method will be available from July 2011.



2.3.4 CreateMailingList

Creates a new mailing list.

Input Parameters

Parameter	Type	Information
mailingList	MailingList	The mailing list to create

Returns

A single [MailingList](#) object.

Example Code

```
MailingList mailingList = new MailingList();
mailingList.ContactTableId = 1234;
mailingList.DataTableIds = new int[] { 4567 };
mailingList.Description = "Description";
mailingList.FromAddressId = 1234;
mailingList.FromName = "From Name";
mailingList.SubscriptionType = SubscriptionType.DoubleOptIn;

MailingList mailingListOut = dataService.CreateMailingList(mailingList);
// Access properties of mailing list e.g. mailingListOut.Id
```



2.3.5 UpdateMailingList

Updates an existing mailing list

Input Parameters

Parameter	Type	Information
mailingList	MailingList	The mailing list to create

Returns

A [MailingList](#) object.

Example Code

```
int mailingListId = 1234;
MailingList mailingList = dataService.GetMailingList(mailingListId);

mailingList.Description = "New Description";
mailingList.FromAddressId = 4321;
mailingList.FromName = "New From Name";
mailingList.SubscriptionType = SubscriptionType.DoubleOptIn;

MailingList mailingListOut = dataService.UpdateMailingList(mailingList);
```

NOTE: Unlike [CreateMailingList\(\)](#) you cannot update the source contact table or add/remove any data table or lookup table joins. If these parameters are supplied in the [MailingList](#) object, they are ignored.

2.3.6 GetMailingLists

Gets all mailing lists from within the account

Input Parameters

None

Returns

An array of [MailingList](#) objects.

Example Code

```
MailingList[] mailingLists = dataService.GetMailingLists();
foreach (MailingList mailingList in mailingLists)
{
    // Access properties of each mailing list e.g. mailingList.Id
}
```



Please note that the “SubscribeCount” and “UnsubscribeCount” attributes of the [MailingList](#) object have been deprecated. From the July 2011 release these attributes will always return 0. Please use [GetMailingListCount](#) if you require these values.

2.3.7 GetMailingList

Gets the details of the mailing list with the specified mailing list Id

Input Parameters

Parameter	Type	Information
mailingListId	Integer	The ID of the mailing list to get details for

Returns

A single [MailingList](#) object

Example Code

```
int mailingListId = 1234;
MailingList mailingList = dataService.GetMailingList(mailingListId);
// Access properties of mailing list e.g. mailingList.Id
```

Please note that the “SubscribeCount” and “UnsubscribeCount” attributes of the [MailingList](#) object have been deprecated. From the July 2011 release these attributes will always return 0. Please use [GetMailingListCount](#) if you require these values.

2.3.8 GetMailingListsForClientTable

Gets a collection of mailing lists associated to a client table

Input Parameters

Parameter	Type	Information
ClientTableId	Integer	The ID of the client table to get mailings lists associated to

Returns

An array of [MailingList](#) objects.



Example Code

```
int clientTableId = 1234;
MailingList[] mailingLists =
    dataService.GetMailingListsForClientTable(clientTableId);

foreach (MailingList mailingList in mailingLists)
{
    // Access properties of each mailing list e.g. mailingList.Id
}
```

NOTE: This method will be available from July 2011.

Please note that the “SubscribeCount” and “UnsubscribeCount” attributes of the [MailingList](#) object have been deprecated. From the July 2011 release these attributes will always return 0. Please use [GetMailingListCount](#) if you require these values.

2.3.9 GetMailingListCount

Gets a count of the number of records on a mailing list

Input Parameters

Parameter	Type	Information
mailingListId	Integer	The ID of the mailing list to count
subscriberType	SubscriberSearchType	The type of subscribers to count

Returns

An integer indicating the number of records that match the [SubscriberSearchType](#)

Example Code

```
int mailingListId = 1234;
SubscriberSearchType subscriberType = SubscriberSearchType.OnlySubscribed;
int count = dataService.GetMailingListCount(mailingListId, subscriberType);
```



2.3.10 GetMailingListColumns

Gets all columns for a given mailing list

Input Parameters

Parameter	Type	Information
mailingListId	Integer	The ID of the mailing list to get columns for

Returns

An array of [ClientTableColumn](#) objects.

Example Code

```
int mailingListId = 1234;
ClientTableColumn[] mailingListColumns = GetMailingListColumns(mailingListId);
foreach (ClientTableColumn tableColumn in mailingListColumns)
{
    // Access properties of each column e.g. tableColumn.Id
}
```

NOTE: The return object also contains system columns (CC_xxxx), in addition to the columns from the client tables the Mailing List is based upon. These can be used when creating Mailing List Filters to segregate as can be performed within the Web Application.

2.3.11 GetMailingListFromAddresses

Returns all "From Addresses" from within the account

Input Parameters

None

Returns

An array of [FromAddress](#) objects.

Example Code

```
FromAddress[] fromAddresses =
    dataService.GetMailingListFromAddresses();
foreach (FromAddress fromAddress in fromAddresses)
{
    // Access properties of each from address e.g. fromAddress.Id
}
```



2.3.12 GetMailingListAnalyticsProviders

Gets all Analytics providers currently configured for a given mailing list

Input Parameters

Parameter	Type	Information
mailingListId	Integer	The ID of the mailing list to get analytics providers for

Returns

An array of [**MailingListAnalyticsProvider**](#) objects.

Example Code

```
int mailingListId = 1234;
MailingListAnalyticsProvider[] analyticsProviders =
    dataService.GetMailingListAnalyticsProviders(mailingListId);
foreach (MailingListAnalyticsProvider analyticsProvider in analyticsProviders)
{
    // Access properties of each provider e.g. analyticsProvider.ProviderName
}
```



2.3.13 CreateMailingListFilter

Creates a new mailing list filter

Input Parameters

Parameter	Type	Information
mailingListId	Integer	The Id of the mailing list on which to create the filter
mailingListFilter	MailingListFilter	The mailing list filter to create

Returns

A [MailingListFilter](#) object.

Example Code

```
MailingListFilterItem filterItem = new MailingListFilterItem();
filterItem.ColumnId = 1234;
filterItem.Condition = SqlCondition.AND;
filterItem.OperatorId = 1234;
filterItem.Value = "Value";

List<MailingListFilterItem> filterItems = new List<MailingListFilterItem>();
filterItems.Add(filterItem);

MailingListFilter mailingListFilter = new MailingListFilter();
mailingListFilter.Description = "Description";
mailingListFilter.Name = "Name";
mailingListFilter.FilterItems = filterItems.ToArray();

int mailingListId = 4567;
MailingListFilter mailingListFilterOut =
    dataService.CreateMailingListFilter(mailingListId, mailingListFilter);

// Access properties of mailing list filter e.g. mailingListFilterOut.Id;
```



2.3.14 UpdateMailingListFilter

Updates an existing mailing list filter

Input Parameters

Parameter	Type	Information
mailingListId	Integer	The ID of the mailing list the filter is on
mailingListFilter	MailingListFilter	The mailing list filter to update

Returns

A [MailingListFilter](#) object.

Example Code

```
int mailingListId = 1234;
int mailingListFilterId = 4567;

MailingListFilter mailingListFilter =
    dataService.GetMailingListFilter(mailingListFilterId);
mailingListFilter.Name = "New name";
mailingListFilter.FilterItems[0].Value = "New value";

MailingListFilter mailingListFilterOut =
    dataService.UpdateMailingListFilter(mailingListId, mailingListFilter);
```



2.3.15 GetMailingListFilters

Gets all mailing list filters for a given mailing list Id

Input Parameters

Parameter	Type	Information
mailingListId	Integer	The Id of the mailing list to get filters for

Returns

An array of [MailingListFilter](#) objects.

Example Code

```
int mailingListId = 1234;
MailingListFilter[] mailingListFilters =
    dataService.GetMailingListFilters(mailingListId);
foreach (MailingListFilter mailingListFilter in mailingListFilters)
{
    // Access properties of each filter e.g. mailingListFilter.Id
}
```

2.3.16 GetMailingListFilter

Gets the details of the mailing list filter with the specified Id

Input Parameters

Parameter	Type	Information
mailingListFilterId	Integer	The Id of the mailing list filter to get details for

Returns

A [MailingListFilter](#) object.

Example Code

```
int mailingListFilterId = 1234;
MailingListFilter mailingListFilter =
    dataService.GetMailingListFilter(mailingListFilterId);
//Access properties of mailing list filter e.g. mailingListFilter.MailingListId
```



2.3.17 GetMailingListFilterCount

Gets a count of the number of records for a mailing list filter

Input Parameters

Parameter	Type	Information
mailingListId	Integer	The ID of the mailing list to count
mailingListFilterId	Integer	The ID of the mailing list filter to apply
subscriberType	SubscriberSearchType	The type of subscribers to count

Returns

An integer indicating the number of records that match the [SubscriberSearchType](#)

Example Code

```
int mailingListId = 1234;
int mailingListFilterId = 4567;
SubscriberSearchType subscriberType = SubscriberSearchType.OnlySubscribed;

int count = dataService.GetMailingListFilterCount(mailingListId,
    mailingListFilterId, subscriberType);
```

2.3.18 GetMailingListFilterOperators

Gets all operators from within the account that can be used on a mailing list filter

Input Parameters

None

Returns

An array of [OperatorInfo](#) objects.

Example Code

```
OperatorInfo[] operators = dataService.GetMailingListFilterOperators();
foreach (OperatorInfo operator in operators)
{
    // Access properties of each operator e.g. operator.Id
}
```



2.3.19 CreateTableExtract

Creates a new table data extract

NOTE: The "GetSuppressions" and "ExtractionScope" properties of the **TableDataExtract** object are only valid for Contact tables. These parameters will default to "false" and "Extended" respectively when supplied for Lookup and Data tables

Input Parameters

Parameter	Type	Information
extract	TableDataExtract	The table extract to create

Returns

A single **TableDataExtract** object

Example Code

```
TableDataExtract extract = new TableDataExtract();
extract.TableId = 1234;
extract.ExternalInsertUpdatesOnly = true;
extract.FromDate = DateTime.Parse("01/07/2009");
extract.ToDate = DateTime.Parse("05/07/2009");
extract.CompressFile = true;
extract.GetSuppressions = true;
extract.ExtractionScope = ExtractionScope.Extended;

TableDataExtract extractOut = dataService.CreateTableExtract(extract);
// Access properties of table data extract e.g. extractOut.Id;
```

NOTE: Please refer to [Appendix 3.2 ISO Date Format](#) for more information on "DateTime" fields and "TimepartSignificant".



2.3.20 GetTableExtract

Gets an existing table data extract object. This is used to get a table data extract that has already been created in the platform or via the [CreateTableExtract](#) web service method.

The returned object is used to check the current status of the extract and when once complete, provides the location of the file to download via Secure FTP. NOTE: Please use a batch pattern when calling this method as the extract creation process is asynchronous in nature.

Should you wish to download the file via Secure FTP, you should contact the Communicator Support Team to request an FTP login to allow you access to the files.

Input Parameters

Parameter	Type	Information
extractJobId	Integer	The id of the table data extract job to retrieve

Returns

A single [TableDataExtract](#) object

Example Code

```
int extractJobId = 1234;
TableDataExtract extractJob = dataService.GetTableExtract(extractJobId);
if (extractJob.Status = JobStatus.Completed)
{
    // download file with name extractJob.FileName
}
```



2.3.21 CreateMailingListExtract

Creates a new mailing list extract for a Mailing List with or without a Mailing List Filter

Input Parameters

Parameter	Type	Information
Extract	MailingListExtract	The mailing list extract to be created

Returns

A single [MailingListExtract](#) object

Example Code

```
MailingListExtract extract = new MailingListExtract();
extract.MailingListId = 1234;
extract.MailingListFilterId = 4567; // Optional
extract.SubscriberSearchType = SubscriberSearchType.OnlySubscribed;
extract.FromDate = DateTime.Parse("01/07/2009");
extract.ToDate = DateTime.Parse("05/07/2009");
extract.CompressFile = true;
extract.ExtractionScope = ExtractionScope.Extended;
extract.GetSuppressions = false;

MailingListExtract extractOut = dataService.CreateMailingListExtract(extract);
// Access properties of mailing list extract e.g. extractOut.Id;
```

NOTE: GetSuppressions provides a way to determine contacts in your Mailing List or Mailing List with Filter that will not be sent to dependant on the SubscriberSearchType passed.

NOTE: Please refer to [Appendix 3.2 ISO Date Format](#) for more information on “DateTime” fields and “TimepartSignificant”.



2.3.22 GetMailingListExtract

Gets a mailing list extract. This is used to get a mailing list data extract that has already been created in the platform or via the [**CreateMailingListExtract**](#) web service method.

The returned object is used to check the current status of the extract and when once complete, provides the location of the file to download via Secure FTP.

NOTE: Please use a batch pattern when calling this method as the extract process is asynchronous in nature.

Input Parameters

Parameter	Type	Information
extractJobId	Integer	The id of the table data extract job to retrieve

Returns

A single [**MailingListExtract**](#) object

Example Code

```
int extractJobId = 1234;
MailingListExtract extract = dataService.GetMailingListExtract(extractJobId);
if (extractJob.Status = JobStatus.Completed)
{
    // download file with name extractJob.FileName
}
```



2.3.23 GetContactData

Retrieves a single user's data record from a contact or data table using a unique identifier.

Input Parameters

Parameter	Type	Information
tableId	Integer	The Id of the table
contactIdentifier	string	The unique identifier for the contact in the table

Returns

A single [DataRecord](#) object

Example Code

```
int tableId = 1234;
string contactIdentifier = 1234;
DataRecord contactData = dataService.GetContactData(tableId, contactIdentifier);
```

2.3.24 GetContactSubscription

Gets a single subscription record for a single contact on a mailing list

Input Parameters

Parameter	Type	Information
emailAddress	String	The email address to query
mailingListId	Integer	The id of the mailing list to query

Returns

A single [SubscriptionInfo](#) object

Example Code

```
int mailingListId = 1234;
string emailAddress = "testing@communicatorcorp.com";
SubscriptionInfo subscriptionInfo =
    dataService.GetContactSubscription(emailAddress, mailingListId);
```



2.3.25 GetContactSubscriptions

Gets all subscription records for a single contact in a client table

Input Parameters

Parameter	Type	Information
EmailAddress	String	The email address to query
clientTableId	Integer	The id of the table to query

Returns

An array of [SubscriptionInfo](#) objects.

Example Code

```
int clientTableId = 1234;
string emailAddress = "testing@communicatorcorp.com";
SubscriptionInfo[] subscriptionsInfo =
    dataService.GetContactSubscriptions(emailAddress, clientTableId);
```

NOTE: Prior to September 2010, GetContactSubscriptions would return an array containing Subscription objects for all mailing lists on the account, regardless of the subscription status. This has now changed, so that if a contact has never been subscribed or unsubscribed to a particular mailing list, then no Subscription object will be returned for that mailing list and contact.



2.3.26 UpdateContactSubscription

Update a single contact's subscription

Input Parameters

Parameter	Type	Information
EmailAddress	String	The email address of the contact to update
Subscription	SubscriptionInfo	The subscription to update

Returns

A single [SubscriptionInfo](#) object.

Example Code

```
string emailAddress = "testing@communicatorcorp.com";
SubscriptionInfo subscription = new SubscriptionInfo();
subscription.MailingListId = 1234;
subscription.IsSubscribed = true;

SubscriptionInfo subscriptionOut =
    dataService.UpdateContactSubscription(emailAddress, subscription);
```



2.3.27 UpdateContactSubscriptions

Update an array of contact subscriptions

Input Parameters

Parameter	Type	Information
EmailAddress	String	The email address of the contact to update
Subscriptions	<i>SubscriptionInfo</i> Array	An array of subscriptions to update

Returns

An array of *SubscriptionInfo* objects.

Example Code

```
SubscriptionInfo sub1 = new SubscriptionInfo();
sub1.MailingListId = 1234;
sub1.IsSubscribed = true;

SubscriptionInfo sub2 = new SubscriptionInfo();
sub2.MailingListId = 4321;
sub2.IsSubscribed = true;

SubscriptionInfo[] subscriptions = new SubscriptionInfo[] { sub1, sub2 };
string emailAddress = "testing@communicatorcorp.com";

SubscriptionInfo[] subscriptionsOut =
    dataService.UpdateContactSubscriptions(emailAddress, subscriptions);
```

2.3.28 ImportData

This method is now deprecated, please use *DataImporter*.



2.3.29 DataImporter

Imports data into a table and returns a response object detailing the results of the import.

Input Parameters

Parameter	Type	Information
dataImport	DataImport	The data to import

Returns

A [DataImportResponse](#) object comprising a [DataImportResponseTopLevel](#) object (containing an array of aggregate result type and counts) and a [DataImportResponseDetail](#) object (an array of individual response objects).

Example Code

```
List<Subscription> subscriptions = new List<Subscription>();
Subscription subscription = new Subscription();
subscription.MailingListId = 1234; // replace with your mailing list Id
subscription.Subscribed = true;
subscriptions.Add(subscription);

List<ColumnMapping> columnMappings = new List<ColumnMapping>();
ColumnMapping columnMapping = new ColumnMapping();
columnMapping.ColumnId = 1234; // replace with your table's columnId
columnMapping.Value = "Value"; // replace with your value
columnMappings.Add(columnMapping);

List<DataRecord> dataRecords = new List<DataRecord>();
DataRecord dataRecord = new DataRecord();
dataRecord.ColumnMappings = columnMappings.ToArray();
dataRecord.Subscriptions = subscriptions.ToArray();
dataRecords.Add(dataRecord);

List<TriggeredDispatch> dispatches = new List<TriggeredDispatch>();
TriggeredDispatch triggeredDispatch = new TriggeredDispatch();
triggeredDispatch.DispatchId = 1234; // replace with your dispatch id
triggeredDispatch.TriggeredDispatchMethod =
    TriggeredDispatchMethod.SendToAllSubscribers;
dispatches.Add(triggeredDispatch);

DataImport dataImport = new DataImport();
dataImport.ClientTableId = 1234; // replace with your tableId
dataImport.Type = DataImportUpdateMethod.Insert;
dataImport.Records = dataRecords.ToArray();
dataImport.TriggeredDispatches = dispatches.ToArray();
```



```
DataImportResponse response = dataService.DataImporter(dataImport);  
DataImportResponseDetail[] responseDetail = response.ImportDetails;  
DataImportResponseTopLevel responseTopLevel = response.ImportTopLevel;
```

NOTE: If using this method to import HTML into tables via SOAP, please take care to escape XML reserved characters, or use CDATA structures to encapsulate your HTML data.

Please refer to [Appendix 3.3.1 Managing Subscriptions - DataImporter](#) for more information on Subscription records and the options available and a description of Triggered Dispatches.

Please refer to [Appendix 3.1 String Date Formats](#) when working with SOAP envelopes.

2.3.30 DataImporterViaFTP

Instantiates the batch import into a table from a file uploaded to Communicator Secure FTP and returns a response object detailing the Id and Status of the import.

This method provides a facility to import a file from client storage in a similar manner to the website, where an internal Communicator batch process will process the import. Files that are to be used with this process must be located in the DataImport folder in the client FTP storage area.

An uploaded file must contain a header row with exactly the same column names used in the target client table, however a subset of all the table columns can be provided, except where they are required key (i.e. unique identifier columns, or keys to foreign tables). Subscriptions used in the data import will affect all records contained within the data file.

NOTE: If Triggered Dispatches are supplied, the data import must be authorised using [DataImportControl](#) before the data import begins. This is to prevent dispatching to contacts in error. If no triggered dispatches are provided, no authorisation is required.

Input Parameters

Parameter	Type	Information
dataImport	FTPDataImport	The data to import

Returns

A single [FTPDataImport](#) object



Example Code

```
// Triggered dispatches
TriggeredDispatch dispatch = new TriggeredDispatch();
dispatch.DispatchId = 1234;
dispatch.TriggeredDispatchMethod =
    TriggeredDispatchMethod.OnlySendToNewSubscribers;

// Mailing list subscriptions
DataImportSubscription subscription = new DataImportSubscription();
subscription.MailingListId = 1234;
subscription.SubscriptionMethod =
    SubscriptionUpdateMethod.HonourExistingUnsubscribes;

FTPDataImport ftpDataImport = new FTPDataImport();
ftpDataImport.ClientTableId = 1234;
ftpDataImport.Type = DataImportUpdateMethod.Insert;
ftpDataImport.Filename = "data.csv";
ftpDataImport.Delimiter = ",";
ftpDataImport.FormatDate = "dd/MM/yyyy";
ftpDataImport.TriggeredDispatches = new TriggeredDispatch[] { dispatch };
ftpDataImport.Subscriptions = new DataImportSubscription[] { subscription };

// The returned object will have the data import ID property set - this can be
used to query the data import status
ftpDataImport = dataService.DataImporterViaFTP(ftpDataImport);

if (ftpDataImport.TriggeredDispatches.Length > 0
    && ftpDataImport.Status == DataImportStatus.AwaitingAuthorisation)
{
    Control ctl = new Control();
    ctl.Id = ftpDataImport.Id;
    ctl.Command = ControlCommand.Authorise;
    ftpDataImport = DataImportControl(ctl);
}
```



2.3.31 GetDataImport

Retrieves the details of the specified data import with the Id provided. When a status of 'Complete' is returned, a folder is created in the client FTP storage area with the name of the dataImportId. This folder will contain two files 'Log.xml', and 'Errors.csv'. Where appropriate, these contain information regarding the success and/or failure of the imported records.

NOTE: Please use a batch pattern when calling this method as the import process is asynchronous in nature.

Input Parameters

Parameter	Type	Information
dataImportId	Integer	The Id of the data import

Returns

A single [FTPDataImport](#) object

Example Code

```
int dataImportId = 1234;  
FTPDataImport dataImport = dataService.GetDataImport(dataImportId);
```

2.3.32 AuthoriseDataImport

This method is now deprecated, please use [DataImportControl](#).



2.3.33 DataImportControl

Provides a unified control to Authorise, Pause, Resume, or Cancel DataImports created in the Web application or through [DataImportViaFTP](#).

Data Imports will only require authorisation when including triggered dispatches. The data import must be authorised before the data import begins work to help prevent dispatching to contacts in error.

Input Parameters

Parameter	Type	Information
importControl	Control	A control object identifying the data import and the command to perform

Returns

A single [FTPDataImport](#) object

Example Code

```
int dataImportId = 1234;
FTPDataImport ftpdataimport = dataService.GetDataImport(dataImportId);

Control ctl = new Control();
ctl.Id = dataImportId;
bool willCancel = true;

// Authorise
if (ftpdataimport.TriggeredDispatches.Length > 0
    && ftpdataimport.Status == DataImportStatus.AwaitingAuthorisation)
{
    ctl.Command = ControlCommand.Authorise;
}

// Pause
if (ftpdataimport.Status == DataImportStatus.Importing)
{
    ctl.Command = ControlCommand.Pause;
}

// Resume & Cancel
if (ftpdataimport.Status == DataImportStatus.Paused)
{
    ctl.Command = (willCancel? ControlCommand.Cancel: ControlCommand.Resume);
}

ftpdataimport = dataService.DataImportControl(ctl);
```



2.4 Message Service Methods

2.4.1 GetEmails

Gets all emails from within the account

Input Parameters

None

Returns

An array of **MessageBody** objects

Example Code

```
MessageBody[] messageBodies = messageService.GetEmails();
foreach (MessageBody messageBody in messageBodies)
{
    // Access properties of each operator e.g. messageBody.Id
}
```



2.4.2 CreateHtmlEmail

Creates a new HTML email

Input Parameters

Parameter	Type	Information
message	MessageBody	The email to create

Returns

A single [MessageBody](#) object

Example Code

```
MessageBody htmlEmail = new MessageBody();
htmlEmail.Description = "Description";
htmlEmail.HtmlText = "<html><body><h1>Title</h1><p>Content</p>" +
    "<p><a href=\"Unsubscribe\">Unsubscribe</a></p></body></html>";
htmlEmail.MailingListId = 1234;
htmlEmail.Name = "Name";
htmlEmail.PlainText = "Content [Unsubscribe]";

MessageBody htmlEmailOut = messageService.CreateHtmlEmail(htmlEmail);
// Access properties of email e.g. htmlEmailOut.Id;
```

NOTE: If using this method to via SOAP, please take care to escape XML reserved characters, or use CDATA structures to encapsulate your HTML data.



2.4.3 CreatePlainTextEmail

Creates a plain text email

Input Parameters

Parameter	Type	Information
message	MessageBody	The email to create

Returns

A [MessageBody](#) object

Example Code

```
MessageBody plainTextEmail = new MessageBody();
plainTextEmail.Description = "Description";
plainTextEmail.MailingListId = 1234;
plainTextEmail.Name = "Name";
plainTextEmail.PlainText = "Content [[Unsubscribe]]";

MessageBody plainTextEmailOut =
    messageService.CreatePlainTextEmail(plainTextEmail);
// Access properties of email e.g. plainTextEmailOut.Id;
```



2.4.4 CreateEmailDispatch

Creates a new email dispatch

Input Parameters

Parameter	Type	Information
emailDispatch	EmailDispatch	The email dispatch to create

Returns

An [EmailDispatch](#) object

Example Code

```
EmailDispatch emailDispatch = new EmailDispatch();
emailDispatch.EmailId = 1234;
emailDispatch.MailingListId = 4321;
emailDispatch.FilterId = 5678;          // Optional
emailDispatch.FromName = "From Name";
emailDispatch.SubjectLine = "Subject";
emailDispatch.TrackHtmlLinks = true;
emailDispatch.TrackPlainLinks = true;
emailDispatch.EnableConversionTracking = false;
emailDispatch.EnableAnalytics = false;

EmailDispatch emailDispatchOut =
    messageService.CreateEmailDispatch(emailDispatch);
// Access properties of email dispatch e.g. emailDispatchOut.Id;
```



2.4.5 GetUnauthorisedEmailDispatches

Gets all email dispatches awaiting authorisation from within the account.

Input Parameters

None

Returns

An array of [**EmailDispatch**](#) objects

Example Code

```
EmailDispatch[] emailDispatches = GetUnauthorisedEmailDispatches();  
  
Control ctl = new Control();  
ctl.Command = ControlCommand.Authorise;  
  
foreach (EmailDispatch emailDispatch in emailDispatches)  
{  
    ctl.Id = emailDispatch.Id;  
    EmailDispatch AuthorisedEmailDispatch = EmailDispatchControl(ctl);  
}
```

2.4.6 AuthoriseEmailDispatch

This method is now deprecated, please use [**EmailDispatchControl**](#).

2.4.7 PauseEmailDispatch

This method is now deprecated, please use [**EmailDispatchControl**](#).

2.4.8 StopEmailDispatch

This method is now deprecated, please use [**EmailDispatchControl**](#).



2.4.9 EmailDispatchControl

Provides a unified control to Authorise, Pause, Resume, or Cancel Email Dispatches

Input Parameters

Parameter	Type	Information
dispatchControl	Control	A control object identifying the dispatch and the command to perform

Returns

An [EmailDispatch](#) object

Example Code

```
int dispatchid = 1234;
EmailDispatch emailDispatch = responseService.GetEmailDispatch(dispatchid);

Control ctl = new Control();
ctl.Id = dispatchid;

bool willCancel = true;

// Authorise
if (emailDispatch.Status == "AwaitingAuthorisation")
{
    ctl.Command = ControlCommand.Authorise;
}

// Pause
if (emailDispatch.Status == "Dispatching")
{
    ctl.Command = ControlCommand.Pause;
}

// Cancel & Resume
if (emailDispatch.Status == "Paused")
{
    ctl.Command = (willCancel? ControlCommand.Cancel: ControlCommand.Resume);
}

EmailDispatch ControlledEmailDispatch = EmailDispatchControl(ctl);
```



2.4.10 GetTimeZones

Gets all time zones defined within the application

Input Parameters

None

Returns

An array of [TimeZone](#) objects.

Example Code

```
TimeZone[] timeZones = messageService.GetTimeZones();
foreach (TimeZone timeZone in timeZones)
{
    // Access properties of each time zone e.g. timeZone.Name;
}
```

2.4.11 CreateTextMessage

Create a new text message

Input Parameters

Parameter	Type	Information
textMessage	TextMessage	The text message to create

Returns

A [TextMessage](#) object.

Example Code

```
TextMessage textMessage = new TextMessage();
textMessage.MailingListId = 1234;
textMessage.Name = "New Text Message";
textMessage.Description = "This is a sample text message";
textMessage.Message = "Hello - This is a sample text message.";

TextMessage textMessageOut =
    messageService.CreateTextMessage(textMessage);
// Access properties of text message e.g. textMessageOut.Id;
```



2.4.12 GetTextMessage

Retrieves an existing text message

Input Parameters

Parameter	Type	Information
textMessageId	Integer	The Id of the text message

Returns

A [TextMessage](#) object.

Example Code

```
int textMessageId = 1234

TextMessage textMessageOut = messageService.GetTextMessage(textMessageId);
// Access properties of the text message e.g. textMessageOut.Id;
```

2.4.13 GetTextMessageCollection

Retrieves a collection of text messages

Input Parameters

Parameter	Type	Information
startIndex	Integer	The starting index of the collection

Returns

An array of [TextMessage](#) objects.

Example Code

```
int startIndex = 0;

TextMessage[] textMessageCollection =
    messageService.GetTextMessageCollection(startIndex);
// Access properties of text message e.g.
// TextMessage textMessage1 = textMessageCollection[0];
// textMessage1.Id
// textMessage1.Name
```



2.4.14 CreateTextDispatch

Creates a new text dispatch

Input Parameters

Parameter	Type	Information
textDispatch	TextDispatch	The text dispatch to create

Returns

A [TextDispatch](#) object.

Example Code

```
TextDispatch textDispatch = new TextDispatch();
textDispatch.TextMessageId = 1234;
textDispatch.MailingListId = 4321;
textDispatch.FilterId = 5678; // Optional
textDispatch.FromName = "From Name"; // Optional
textDispatch.MaximumPagesPerRecipient = 3; // Optional
textDispatch.AllowSpecialCharacters = true; // Optional

TextDispatch textDispatchOut =
    messageService.CreateTextDispatch(textDispatch);
// Access properties of text dispatch e.g. textDispatchOut.Id;
```

2.4.15 GetTextDispatch

Retrieves an existing text dispatch

Input Parameters

Parameter	Type	Information
textDispatchId	Integer	The Id of the text dispatch

Returns

A [TextDispatch](#) object.

Example Code

```
int textDispatchId = 1234;

TextDispatch textDispatchOut =
    messageService.GetTextDispatch(textDispatchId);
// Access properties of text dispatch e.g. textDispatchOut.Id;
```



2.4.16 GetUnauthorisedDispatches

Retrieves a collection of dispatches that are awaiting authorisation

Input Parameters

Parameter	Type	Information
startingIndex	Integer	The starting index of the collection

Returns

An array of [**Dispatch**](#) objects.

Example Code

```
int startingIndex = 5;

Dispatch[] dispatches =
    messageService.GetUnauthorisedDispatches(startingIndex);
// Access properties of dispatch e.g.
// Dispatch dispatch1 = dispatches[0];
// dispatch1.Status
```

2.4.17 GetTriggeredDispatches

Retrieves a collection of triggered dispatches

Input Parameters

Parameter	Type	Information
startingIndex	Integer	The starting index of the collection

Returns

An array of [**Dispatch**](#) objects.

Example Code

```
int startingIndex = 5;

Dispatch[] dispatches = messageService.GetTriggeredDispatches(startingIndex);
// Access properties of dispatch e.g.
// Dispatch dispatch1 = dispatches[0];
// dispatch1.Status
```



2.4.18 DispatchControl

Performs an action on a dispatch

Input Parameters

Parameter	Type	Information
dispatchControl	Control	The control with dispatch Id and action to perform

Returns

A [Dispatch](#) object.

Example Code

```
Control dispatchControl = new DispatchControl();
dispatchControl.Id = 1234;
dispatchControl.Command = ControlCommand.Authorise;

Dispatch dispatch = messageService.ControlDispatch(dispatchControl);
// Access properties of dispatch e.g.
// dispatch.Status
```



2.5 Response Service Methods

2.5.1 GetEmailDispatch

Gets the details of the email dispatch with the specified ID. If the dispatch requested is a Test dispatch, an `InvalidValue` error will be returned.

Input Parameters

Parameter	Type	Information
dispatchId	Integer	The ID of the dispatch to get details for

Returns

A single [`EmailDispatch`](#) object

Example Code

```
int dispatchid = 1234;  
EmailDispatch emailDispatch = responseService.GetEmailDispatch(dispatchid);
```

NOTE: Please use a batch pattern when calling this method to determine dispatch status as the process is asynchronous in nature.



2.5.2 GetEmailDispatchesWithinDateRange

Gets all Standard and Multi-Variant email dispatches from within the account between the specified dates.

Input Parameters

Parameter	Type	Information
fromDate	String	A string containing a date in the "YYYY-MM-DDThh:mm:ss" format
toDate	String	A string containing a date in the "YYYY-MM-DDThh:mm:ss" format

Returns

An array of [EmailDispatch](#) objects.

Example Code

```
string fromDate = "2009-08-11T00:00:00";
string toDate =    "2009-08-18T00:00:00";

EmailDispatch[] emailDispatches =
    responseService.GetEmailDispatchesWithinDateRange(fromDate, toDate);

foreach (EmailDispatch emailDispatch in emailDispatches)
{
    // Access properties of each email dispatch e.g. emailDispatch.Id
}
```



2.5.3 GetEmailDispatchLinks

Get all links from within an email dispatch together with information on how many times they have been clicked. If the dispatch requested is a Test dispatch, an InvalidValue error will be returned.

Input Parameters

Parameter	Type	Information
dispatchId	Integer	The ID of the dispatch to get links for

Returns

An array of [EmailLink](#) objects.

Example Code

```
int dispatchid = 1234;
EmailLink[] links = responseService.GetEmailDispatchLinks(dispatchid);
foreach (EmailLink link in links)
{
    // Access properties of each link e.g. link.Id
}
```

2.5.4 GetEmailDispatchOpenStatistics

Gets top level statistics on opens for the specified dispatch. If the dispatch requested is a Test dispatch, an InvalidValue error will be returned.

Input Parameters

Parameter	Type	Information
dispatchId	Integer	The ID of the dispatch to get open statistics for

Returns

A single [EmailDispatchOpenStatistics](#) object

Example Code

```
int dispatchid = 1234;
EmailDispatchOpenStatistics stats =
    responseService.GetEmailDispatchOpenStatistics(dispatchid);

// Access properties of statistics e.g. stats.TotalOpens;
```



2.5.5 GetEmailDispatchClickStatistics

Gets top level statistics on clicks for the specified dispatch. If the dispatch requested is a Test dispatch, an InvalidValue error will be returned.

Input Parameters

Parameter	Type	Information
dispatchId	Integer	The ID of the dispatch to get click statistics for

Returns

A single [*EmailDispatchClickStatistics*](#) object

Example Code

```
int dispatchid = 1234;
EmailDispatchClickStatistics stats =
    responseService.GetEmailDispatchClickStatistics(dispatchid);
// Access properties of statistics e.g. stats.TotalClicks;
```

2.5.6 GetEmailDispatchUnsubscribeStatistics

Gets top level statistics on unsubscribe activity for the specified dispatch. If the dispatch requested is a Test dispatch, an InvalidValue error will be returned.

Input Parameters

Parameter	Type	Information
dispatchId	Integer	The ID of the dispatch to get unsubscribe statistics for

Returns

A single [*EmailDispatchUnsubscribeStatistics*](#) object

Example Code

```
int dispatchid = 1234;
EmailDispatchUnsubscribeStatistics stats =
    responseService.GetEmailDispatchUnsubscribeStatistics(dispatchid);

// Access properties of statistics e.g. stats.TotalUnsubscribes;
```



2.5.7 GetEmailDispatchBounceStatistics

Gets top level statistics on bounces for the specified dispatch. If the dispatch requested is a Test dispatch, an InvalidValue error will be returned.

Input Parameters

Parameter	Type	Information
dispatchId	Integer	The ID of the dispatch to get bounce statistics for

Returns

A single [**EmailDispatchBounceStatistics**](#) object

Example Code

```
int dispatchid = 1234;
EmailDispatchBounceStatistics stats =
    responseService.GetEmailDispatchBounceStatistics(dispatchid);

// Access properties of statistics e.g. stats.TotalBounces;
```

2.5.8 CreateDispatchDataExtractJob

Creates a new request to extract data for the specified dispatch. If the dispatch requested is a Test dispatch, an InvalidValue error will be returned.

Input parameters

Parameter	Type	Information
extractJob	ExtractJob	The extract job to create

Returns

A single [**ExtractJob**](#) object

Example Code

```
ExtractJob extractJob = new ExtractJob();
extractJob.DispatchId = 1234;
extractJob.Type = JobType.Opens;
extractJob.ExtractionScope = ExtractionScope.Extended;
extractJob.CompressFile = true;
extractJob = responseService.CreateDispatchDataExtractJob(extractJob);
// Access properties of extract job e.g. extractJob.Status;
```



2.5.9 GetExtractJob

Gets the details of the extract job with the specified Id

NOTE: Please use a batch pattern when calling this method as the extract process is asynchronous in nature.

Input Parameters

Parameter	Type	Information
extractJobId	Integer	The ID of the extract job to get details for

Returns

A single [**ExtractJob**](#) object

Example Code

```
int dispatchid = 1234;  
ExtractJob extractJob = responseService.GetExtractJob(dispatchid);  
  
// Access properties of extract job e.g. extractJob.Status;
```

2.5.10 GetTextDispatch

Retrieves a text dispatch

Input Parameters

Parameter	Type	Information
textDispatchId	Integer	The Id of the text dispatch to retrieve

Returns

A single [**TextDispatch**](#) object

Example Code

```
int textDispatchid = 1234;  
TextDispatch textDispatch = responseService.GetTextDispatch(textDispatchid);  
  
// Access properties of extract job e.g. textDispatch.Status;
```



2.5.11 GetDispatchesWithinDateRange

Retrieves a collection of dispatches within a date range

Input Parameters

Parameter	Type	Information
fromDate	String	The date & time to search from
toDate	String	The date & time to search up to
startIndex	Integer	The starting index of the collection

Returns

An array of *Dispatch* objects

Example Code

```
int startIndex = 0;
string fromDate = "2009-08-11T00:00:00";
string toDate = "2009-08-18T00:00:00";

Dispatch[] dispatches =
    responseService.GetDispatchesWithinDateRange(textDispatchid);

// Access properties of dispatch e.g.
// Dispatch dispatch1 = dispatches[0];
// dispatch1.status
```



2.6 Object Definitions

The Communicator® web services utilise a number of custom objects which are defined below.

Properties highlighted in yellow are deprecated and should not be used.

Any programmatic references to deprecated properties should be updated as deprecated properties will be removed in a future release.

2.6.1 CommunicatorCredentials

Property	Data Type	Description
Username	String	The username of the user or API account
Password	String	The password for the named account

2.6.2 ClientTable

Property	Data Type	Description
ID	Integer	The ID of the table
Name	String	The name of the table
Description	String	The description of the table
TableType	String	The type of table
NoOfColumns	Integer	Deprecated – GetClientTableColumns
NoOfSubscriptionLists	Integer	Deprecated – GetMailingListsForClientTable

2.6.3 ClientTableColumn

Property	Data Type	Description
ID	Integer	The ID of the column
Name	String	The name of the column
IsPrimaryKey	Boolean	Deprecated – Unused
IsUniqueColumn	Boolean	Whether the column must be unique
IsLinkColumn	Boolean	Whether the column is linked to another table
IsLookupColumn	Boolean	Whether the column can be used to link to another table



2.6.4 DataImport

Property	Data Type	Description
Records	<i>DataRecord</i> Array	An array of data records to import
Type	<i>DataImportUpdateMethod</i>	The type of data import
ClientTableId	Integer	The ID of the table to import into
TriggeredDispatches	<i>TriggeredDispatch</i> Array	An array of triggered dispatches to run once complete
FormatDate	String	Optional parameter supplied to change the default date format for supplied dates. Defaults to “dd/MM/yyyy” See appendix <i>String Date Formats</i>

2.6.5 DataRecord

Property	Data Type	Description
ColumnMappings	<i>ColumnMapping</i> Array	An array of columns mappings (columnId and value)
Subscriptions	<i>Subscription</i> Array	An array of mailing list subscriptions included in the data import
IsGloballyUnsubscribed	Boolean	Whether the data record is globally unsubscribed

2.6.6 ColumnMapping

Property	Data Type	Description
ColumnId	Integer	The ID of the column to import into
Value	String	The value to import into the column



2.6.7 Subscription

Property	Data Type	Description
MailingListId	Integer	The ID of the mailing list to set the subscription for
Subscribed	Boolean	The subscription status
HonourExistingUnsubscribes	Boolean	Indicates to honour previous unsubscribes when subscribing to a mailing list

2.6.8 ExtractJob

Property	Data Type	Description
Id	Integer	The ID of the extract job
DispatchId	Integer	The ID of the dispatch
JobType	<i>JobType</i>	The type of extract job
JobStatus	<i>JobStatus</i>	The status of the extract job
FileName	String	The name of the extract job output file
ExtractionScope	<i>ExtractionScope</i>	The scope of client data fields to be included (default “Extended”)
CompressFile	Boolean	Indicates if the file will be compressed into a .zip archive (default “False”)
EncodeAsUTF8	Boolean	Indicates if the output CSV file will be encoded as Unicode UTF8 (default “False”)
LastId	Long Integer	Optional parameter defaulting to 0 that limits returned records from extracts that are greater than the last Id See Appendix 3.4

2.6.9 FromAddress

Property	Data Type	Description
Id	Integer	The ID of the from address
Description	String	The description of the from address
EmailAddress	String	The email address of the from address



2.6.10 MailingList

Property	Data Type	Description
Id	Integer	The ID of the mailing list
Name	String	The name of the mailing list
Description	String	The description of the mailing list
ContactTableId	Integer	The ID of the contact table on which the mailing list is based
DataTable	ClientTable Array	Deprecated – Use GetClientTablesForMailingList
DataTableIds	Integer Array	Deprecated – Use GetClientTablesForMailingList
MailingListType	String	The mailing type of the mailing list
SubscriptionType	SubscriptionType	The type of subscription for this mailing list
FromAddressId	Integer	The ID of the from address for this mailing list
FromName	String	The default from name for this mailing list
SubscribeCount	Integer	Deprecated – Use GetMailingListCount . Note: From July 2011 this will return 0.
UnsubscribeCount	Integer	Deprecated – Use GetMailingListCount . Note: From July 2011 this will return 0.
ExternalUnsubscribeLink *	String	The external unsubscribe URL for the mailing list.

* Requires permission

2.6.11 MailingListFilter

Property	Data Type	Description
Id	Integer	The ID of the mailing list filter
Name	String	The name of the mailing list filter
Description	String	The description of the mailing list filter
MailingListId	Integer	The ID of the mailing list to filter
SubscriptionListId	Integer	Deprecated – Use MailingListId
FilterItems	MailingListFilterItem Array	The collection of items to build the filter



MailingListFilterItem

Property	Data Type	Description
Id	Integer	The ID of the mailing list filter item
ColumnId	Integer	The ID of the column to filter on
Value	String	The value to filter on
OperatorId	Integer	The ID of the operator to use in the filter item
ConditionId	Integer	Deprecated – Use Condition
Condition	SqlCondition	The condition to use in the filter item

2.6.12 OperatorInfo

Property	Data Type	Description
Id	Integer	The ID of the operator
Name	String	The name of the operator
Description	String	The description of the operator
FormatString	String	Deprecated - Unused
Order	Integer	The display order of the operator
Value	String	Deprecated - Unused



2.6.13 EmailDispatch

Property	Data Type	Description
Id	Integer	The ID of the email dispatch
EmailId	Integer	The ID of the email to dispatch
MailingListId	Integer	The ID of the mailing list to dispatch to
FilterId	Integer	The ID of the filter to apply to the mailing list (optional)
FromName	String	The from name to use for the email dispatch
FromAddress	String	The from address used for the email dispatch
SubjectLine	String	The subject line to use for the email dispatch
TrackHtmlLinks	Boolean	Indicates if links in the HTML or Plain Text part of an email are tracked
TrackPlainLinks	Boolean	Indicates if links are tracked using Conversion Tracking
EnableAnalytics	Boolean	Indicates if analytics for links in the email dispatch are enabled
ReplyForwardingAddress	String	The reply forwarding address to use
Status	String	The current status of the email dispatch
IndicatedListSize	Integer	Indicates the estimated number of records at the time of creation
TotalProcessed	Integer	The total number of records that have been processed
TotalSuccess	Integer	The number of successful records
TotalFailed	Integer	The number of records that have failed
ScheduledDate	String	The date and time when the email dispatch was scheduled to be sent
TimeZone	TimeZone	The time zone for the scheduled date
DateStarted	String	The data and time when the email dispatch started
DateCompleted	String	The date and time when the email dispatch completed
CreatedBy	String	The name of the user who created the email dispatch
DateCreated	String	The data and time when the email dispatch was created
LastAuthorisedBy	String	The name of the user who last authorised the email dispatch
LastAuthorisedDate	String	The date and time when the email dispatch was last authorised
IsTriggeredDispatch	Boolean	Indicates whether the email dispatch is a triggered dispatch



2.6.14 TimeZone

Property	Data Type	Description
Name	String	The name of the time zone
Description	String	The description of the time zone

2.6.15 EmailDispatchBounceStatistics

Property	Data Type	Description
TotalBounces	Integer	The total number of bounces
TotalContentReputationBounces	Integer	The total number of content/reputation bounces
TotalHardBounces	Integer	The total number of hard bounces
TotalSoftBounces	Integer	The total number of soft bounces

2.6.16 EmailDispatchClickStatistics

Property	Data Type	Description
AverageClicksPerOpener	Double	The average number of clicks per opener
TotalClicks	Integer	The total number of clicks
TotalRegularClicks	Integer	The total number of regular clicks
TotalUniqueClicks	Integer	The total number of unique clicks
TotalUnsubscribeClicks	Integer	The total number of unsubscribe clicks
TotalWebViewClicks	Integer	The total number of web view clicks

2.6.17 EmailDispatchOpenStatistics

Property	Data Type	Description
AverageOpensPerRecipient	Double	The average number of opens per recipient
TotalOpens	Integer	The total number of opens
TotalUniqueOpens	Integer	The total number of unique opens



2.6.18 EmailDispatchUnsubscribeStatistics

Property	Data Type	Description
TotalClickUnsubscribes	Double	The total number of click unsubscribes
TotalFeedbackLoopUnsubscribes	Integer	The total number of feedback loop unsubscribes
TotalListUnsubscribeUnsubscribes	Integer	The total number of list unsubscribe unsubscribes
TotalReplyUnsubscribes	Integer	The total number of reply unsubscribes
TotalUnsubscribes	Integer	The total number of unsubscribes
TotalDCFUnsubscribes	Integer	The total number of Data Capture Form Unsubscribes

2.6.19 EmailLink

Property	Data Type	Description
Id	Integer	The ID of the link
Name	String	The name of the link
Url	String	The URL of the link
TotalClicks	Integer	The total number of clicks
TotalUniqueClicks	Integer	The total number of unique clicks

2.6.20 MessageBody

Property	Data Type	Description
Id	Integer	The ID of the message
MailingListId	Integer	The ID of the mailing list for the email
Name	String	The name of the email
Description	String	The description of the email
PlainText	String	The text for the plain text part of the email
HtmlText	String	The text for the HTML part of the email



2.6.21 TableDataExtract

Property	Data Type	Description
Id	Integer	The ID of the extract job
JobType	<i>JobType</i>	The type of extract job
JobStatus	<i>JobStatus</i>	The status of the extract job
FileName	String	The name of the extract job output file
TableId	Integer	The id of the table the extract is for
ExternalInsertUpdates Only	Boolean	Indicates whether to only retrieve inserted and updated records
FromDate	DateTime	The date and time to select records from
ToDate	DateTime	The date and time to select records up to
CompressFile	Boolean	Indicates if the file will be compressed into a .zip archive
GetSuppressions	Boolean	Indicates if the extract is to return suppressed records for the table
ExtractionScope	<i>ExtractionScope</i>	The scope of the data returned
EncodeAsUTF8	Boolean	Indicates if the output CSV file will be encoded as Unicode UTF8 (default "False")
TimePartSignificant	Boolean	Indicates that the time portion of the "FromDate" and "ToDate" is significant when performing extracts

Please refer to [Appendix 3.2 ISO Date Format](#) for more information on "DateTime" fields and "TimepartSignificant".



2.6.22 MailingListExtract

Property	Data Type	Description
Id	Integer	The ID of the extract job
JobType	<i>JobType</i>	The type of extract job
JobStatus	<i>JobStatus</i>	The status of the extract job
FileName	String	The name of the extract job output file
MailingListId	Integer	The id of the mailing list the extract is for
MailingListFilterId	Integer	The id of the mailing list filter the extract is for
SubscriberSearchType	<i>SubscriberSearchType</i>	Enumeration of subscriber statuses
FromDate	DateTime	The date and time to select records from
ToDate	DateTime	The date and time to select records up to
CompressFile	Boolean	Indicates if the file will be compressed into a .zip archive
GetSuppressions	Boolean	Indicates if the extract is to return suppressed records for the mailing list
ExtractionScope	<i>ExtractionScope</i>	The scope of the data returned
TimePartSignificant	Boolean	Indicates that the time portion of the “FromDate” and “ToDate” is significant when performing extracts
EncodeAsUTF8	Boolean	Indicates if the output CSV file will be encoded as Unicode UTF8 (default “False”)

Please refer to [Appendix 3.2 ISO Date Format](#) for more information on “DateTime” fields and “TimepartSignificant”.



2.6.23 SubscriptionInfo

Property	Data Type	Description
MailingListId	Integer	The id of the mailing list the subscription is against
IsSubscribed	Boolean	Indicate if the contact is subscribed
DateLastAction	DateTime	The date and time of the last change in the Subscription (read only)
SubscriptionSourceType	<i>SubscriptionSourceType</i>	Enumeration of subscription sources (read only)

2.6.24 DataImportResponse

Property	Data Type	Description
ImportDetails	<i>DataImportResponseDetail</i> Array	An array of DataImportResponseDetail objects for each record in the data import
ImportTopLevel	<i>DataImportResponseTopLevel</i> Array	An array of DataImportResponseTopLevel objects with aggregate values by status for the data import

2.6.25 DataImportResponseTopLevel

Property	Data Type	Description
TopLevelDetail	<i>TopLevelDetailItem</i> Array	An array of aggregated counts by ImportResult status



2.6.26 DataImportResponseDetail

Property	Data Type	Description
Row	Integer	A number indicating the record in the records supplied.
Result	<i>ImportResult</i>	An enumeration indicating the status of this row
Response	String	Further information regarding any errors. Empty when import succeeded
Mappings	<i>ColumnMapping</i> Array	Contains the original column mappings when an error occurs

2.6.27 TopLevelDetailItem

Property	Data Type	Description
ImportResultType	<i>ImportResult</i>	An enumeration indicating the status of a number of records
ImportResultCount	Integer	A count of the number of records in the data import with the ImportResult status

2.6.28 TriggeredDispatch

Property	Data Type	Description
DispatchId	Integer	The dispatch id of the triggered dispatch
TriggeredDispatchMethod	<i>TriggeredDispatchMethod</i>	Identifies which subscribers the triggered dispatch will be sent to



2.6.29 FTPDataImport

Property	Data Type	Description
Id	Integer	The id of the data import
ClientTableId	Integer	The id of the table records will be imported into
Type	<i>DataImportUpdateMethod</i>	The update method for records being imported NOTE: Defaults to "Insert"
Filename	String	The name of the file in the Dataimport folder in FTP storage area
Delimiter	String	The delimiter that separates values in the file that has been uploaded
FormatDate	String	The date format for dates in used in the file NOTE: This defaults to "dd-MM-yyyy"
Subscriptions	<i>DataImportSubscription</i> Array	An array of subscriptions to be processed for each record in the data import
TriggeredDispatches	<i>TriggeredDispatch</i> Array	An array of dispatches that are to be triggered during the data import
Status	<i>DataImportStatus</i>	The status of the data import
TotalSuccess	Integer	The number of records successfully inserted/updated
TotalFailed	Integer	The number of records failed to be inserted/updated
RecordCount	Integer	The number of records in the source file

Please refer to [Appendix 3.1 String Date Formats](#) for more information on "FormatDate" and dates passed as strings.



2.6.30 DataImportSubscription

Property	Data Type	Description
MailingListId	Integer	The id of the mailing list
SubscriptionMethod	<i>SubscriptionUpdateMethod</i>	The subscription method to be used for all records within the data

2.6.31 Control

Property	Data Type	Description
Id	Integer	The id of the DataImport or EmailDispatch
Command	<i>ControlCommand</i>	The command to apply to the DataImport or EmailDispatch

2.6.32 MailingListAnalyticsProvider

Property	Data Type	Description
ProviderName	String	The name of the Analytics provider (eg Google)
TrackedDomains	Array of String	A list of domains specifically tracked for this provider
Parameters	Array of <i>MailingListAnalyticsProviderParameter</i>	A list of the parameters and their content for this provider

2.6.33 MailingListAnalyticsProviderParameter

Property	Data Type	Description
ParameterId	Integer	The unique identifier for this parameter
Name	String	The parameter name as defined by the Analytics provider
ParameterType	<i>ParameterType</i>	The type of the Analytics parameter
Value	String	The value, dependant on <i>ParameterType</i> , that will be assigned to the analytics link



2.6.34 TextMessage

Property	Data Type	Description
Id	Integer	The unique identifier for this parameter. This value will be populated by the Communicator web services when creating a new text message.
MailingListId	Integer	The mailing list Id the text message is associated with.
Name	String	The unique name of the text message.
Description	String	The description of the text message.
Message	String	The content of the text message. This can be personalised.

2.6.35 Dispatch

NOTE: This object currently is for use with Text Dispatches only. Please continue to use the EmailDispatch object when working with Email Dispatches. This object will be extended to include Email Dispatches at a future date.

Property	Data Type	Description
Id	Integer	The unique identifier for this parameter. This value will be populated by the Communicator web services when creating a new text message.
MailingType	String	The mailing type of the dispatch e.g. Email or Text
Status	String	The current status of the dispatch
DateScheduled	String	The date and time the dispatch will begin dispatching
ListSize	Integer	The number of unique recipients that will be dispatched to
TotalSuccess	Integer	The number of successful messages sent
TotalFailed	Integer	The number of failed messages
TotalExcluded	Integer	The number of excluded messages

2.6.36 DispatchDetails (Inherits from Dispatch)

Property	Data Type	Description
MailingListId	Integer	The mailing list Id the dispatch will be



		dispatched to
MailingListFilterId	Integer	The mailing list filter Id
FromName	String	The name the message will appear to be from
TimeZoneName	String	The name of the time zone the dispatch will be sent in
IsTriggeredDispatch	Boolean	Indicates if the dispatch is a triggered dispatch

2.6.37 TextDispatch (Inherits from DispatchDetails)

Property	Data Type	Description
TextMessageId	Integer	The Id of the text message to use to dispatch with
MaximumPagesPerRecipient	Byte	The maximum number of pages per recipient. 0 indicates no maximum. Optional parameter – defaults to 0.
AllowSpecialCharacters	Boolean	Indicates if special characters are allowed to be used in messages. Optional parameter – defaults to true.



2.7 Enumeration Definitions

2.7.1 SubscriberSearchType

Value	Description
All	Includes all records in the mailing list that are or have been subscribed, equivalent to OnlySubscribed OR OnlyExplicitlyUnsubscribed
OnlySubscribed	Includes only records that are subscribed
OnlyExplicitlyUnsubscribed	Includes only records that have unsubscribed, this does not include contacts who have never subscribed

2.7.2 DataImportUpdateMethod

Value	Description
Insert	Only insert new records
Update	Only update existing records
Upsert	Insert new records and update existing records

2.7.3 JobType

Value	Description
Bounces	Extract a list of bounces
Opens	Extract a list of opens
Clicks	Extract a list of clicks
Conversions	Extract a list of conversions
DispatchUnsubscribes	Extract a list of unsubscribers
TableDataExtract	Extract a list of table data records
MailingListExtract	Extract a list of mailing list records
Sent	Extract a list of sent records



2.7.4 JobStatus

Value	Description
New	The extract job is new and is awaiting processing
Processing	The extract job is currently being processed
Complete	The extract job is complete and the extract is ready to be downloaded

2.7.5 SubscriptionType

Value	Description
SingleOptIn	The mailing list does not require a subscriber to confirm their contact address through a confirmation message
DoubleOptIn	The mailing list requires a subscriber to confirm their contact address through a confirmation message

2.7.6 SqlCondition

Value	Description
None	The mailing list filter item has no preceding condition. This is reserved for use with the first item in a group.
AND	The mailing list filter item is preceded by an and condition
OR	The mailing list filter item is preceded by an or condition



2.7.7 SubscriptionSourceType

Value	Description
TestCase	The subscription source is from an internal developer only test case. This value will not be seen in production.
DataImport	The subscription source is from Importing a file through the Communicator application
DataCaptureForm	The subscription source is from a contact filling out a Data Capture Form
ManualEntry	The subscription source is from being manually subscribed through the Data Table - > Preview
WebService	The subscription source is from Importing a contact through Web Services.
SubscriptionConfirmation	The subscription source is from a Double Opt-In Mailing List Subscription confirmation email.

2.7.8 TriggeredDispatchMethod

Value	Description
OnlySendToNewSubscribers	Only send to newly subscribed recipients who are in this import
SendToAllSubscribers	Send to any new or existing subscribers who are in this import

2.7.9 ExtractionScope

Value	Description
Standard	Only include the primary key, email address (if not the primary key) and related system columns
Extended	Include all client columns and system columns



2.7.10 DataImportStatus

Value	Description
AwaitingAuthorisation	The data import includes triggered dispatches and is awaiting authorisation to allow the data import to begin
AwaitingImporting	The data import is about to begin preparation
Preparing	The data import is preparing the data to be imported
Pending	The data import is about to commence/resume
Importing	The data is being imported into the selected table
Pausing	The data import is transitioning from Importing to Paused
Paused	The import has been paused by a user
PausedOnError	The import has been paused by Communicator due to a number of system errors
Cancelled	The import has been cancelled by a user
CancelledOnDataError	The import has been cancelled by Communicator due to an excessive number of data errors.
Complete	The import has completed processing
Failed	The import has failed



2.7.11 ImportResult

Value	Description
FailedInserting	The record failed to insert
FailedUpdating	The record failed on updating
SuccessInserting	The record inserted successfully
SuccessUpdating	The records updated successfully
PrimaryKeyViolation	There was an error in the insert/update, another row exists in the table with the same unique values
ForeignKeyViolation	There was an error in the insert/update, inserting/updating this row would create a conflict in another table
ColumnMappingFailure	The value supplied could not be mapped to that column
ColumnsNotInTable	One or more columns in the mappings are not in the associated table
NoRequiredColumnInTable	The designated table requires a unique column to perform updates
ColumnRequired	All required columns need to be provided to insert/update this table
DuplicateColumnMapping	One or more column mappings refer to the same column
NoChangeToExistingContact	Update/Upsert only: when only the unique identifiers for a record are provided, so no change to the record has occurred.

2.7.12 SubscriptionUpdateMethod

Value	Description
SubscribeAll	Subscribe all records to the mailing list
UnsubscribeAll	Unsubscribe all records from the mailing list
HonourExistingUnsubscribes	Subscribe all records that have not previously unsubscribed from the mailing list



2.7.13 ControlCommand

Value	Description
Authorise	Authorise an EmailDispatch or a DataImport with Triggered Dispatches created by DataImporterViaFTP
Pause	Pause a running EmailDispatch or DataImport
Resume	Resume a paused EmailDispatch or DataImport
Cancel	Cancel a paused EmailDispatch or DataImport

2.7.14 ParameterType

Value	Description
Ignore	The parameter will be ignored
Column	The parameter will be populated by the value from mailing list column for that recipient
Fixed	The parameter is a value set dependant on the actual dispatch such as "Subject" or "Link Name"
Custom	The parameter is a custom value populated by a user specified string in Value



3. Appendices

3.1 String Date Formats

Within some objects, most especially the DataImport object, the optional parameter “FormatDate” can take a large number of different formats, a selection of which is shown below. Note that any date format supplied is not culture specific.

Value	Example
dd/MM/yyyy	23/01/2010
d/M/yyyy	23/01/2010
MM/dd/yyyy	01/23/2010
M/d/yyyy	01/23/2010
dd/MM/yy	23/01/10
yyyy/MM/dd	2010/01/23
dd-MM-yyyy	23-01-2010
d-M-yyyy	23-01-2010
MM-dd-yyyy	01-23-2010
M-d-yyyy	01-23-2010
dd-MM-yy	23-01-10
yyyy-MM-dd	2010-01-23

NOTE: Please take note of the capitalisation in the date format. dd/MM/yyyy will not give the same result as dd/mm/yyyy.



3.2 ISO Date Format

When working directly with SOAP envelopes, the FromDate and ToDate fields in the Extract objects are specified in the ISO8601 format required by SOAP.

YYYY-MM-DDThh:mm:ss

If you are using a proxy layer (e.g. Microsoft .Net Web Service references) then the framework may do the conversion for you. Please consult your framework's documentation for further information.

Where available, the Extract objects also include a Boolean flag to indicate whether the Time portion of any date/time supplied is significant when performing extracts.

When setting "TimePartSignificant" to False, the time portions of "FromDate" and "ToDate" are ignored and the resulting dates are deemed inclusive as in the table below:

Time Part Significant	From Date	To Date	Effective From Date	Effective To Date
False	2010-01-01T07:53:36	2010-01-01T08:53:36	2010-01-01 00:00:00	2010-01-01 23:59:59
True	2010-01-01T07:53:36	2010-01-01T08:53:36	2010-01-01 07:53:36	2010-01-01 08:53:36
False	2010-01-01T00:00:00	2010-01-02T00:00:00	2010-01-01 00:00:00	2010-01-02 23:59:59
True	2010-01-01T00:00:00	2010-01-02T00:00:00	2010-01-01 00:00:00	2010-01-02 00:00:00



3.3 Managing Subscriptions

There can be some confusion on how subscriptions are managed, and the different options available using the Data Service Subscription management processes.

The following sections show how the subscription status of a contact changes using the different processes.

3.3.1 DataImporter

Using DataImporter, there are a few options available when specifying **Subscription** records that affect how the contact is Subscribed/Unsubscribed.

3.3.1.1 IsGloballyUnsubscribed

This optional parameter sets and removes a blocking state against a contact's email address on a client basis.

- A True value un-subscribes the recipient from all of your mailing lists. The contact is unable to be re-subscribed to any mailing list until this state is changed.
- When a False value is supplied, if the contact is currently Globally Unsubscribed, the blocking state is removed. The contact will need to re-subscribed to any mailing lists manually.

3.3.1.2 HonourExistingUnsubscribes

As part of the **Subscription** object, the optional "HonourExistingUnsubscribes" boolean value allows recipients who have been un-subscribed from a mailing list, to not be re-subscribed to the mailing list. The case is highlighted in the table below. The default for "HonourExistingUnsubscribes" is True so omitting the parameter has the same effect.

Original Subscription Status	Subscribed	Honour Existing Subscribes	Resulting Subscription Status
Never Subscribed	False	False	Unsubscribed
Never Subscribed	False	True	Unsubscribed
Never Subscribed	True	False	Subscribed
Never Subscribed	True	True	Subscribed
Subscribed	False	False	Unsubscribed
Subscribed	False	True	Unsubscribed
Subscribed	True	False	Subscribed (No change)
Subscribed	True	True	Subscribed (No change)
Unsubscribed	False	False	False (No change)
Unsubscribed	False	True	False (No change)
Unsubscribed	True	False	Subscribed
Unsubscribed	True	True	Unsubscribed (No change)

This obviates any requirement to get the subscription status of a contact prior to updating it, as the DataImport process handles this use case automatically.



3.3.2 UpdateContactSubscription/UpdateContactSubscriptions

For the contact supplied, the subscription status is turned on/off by supplying the required details. Under certain conditions, the Subscription state may not change as below:

- 1) The mailing list is a Double Opt-In type. The contact will not be subscribed to the mailing list until they have accepted the subscription by clicking the link from the generated email
- 2) The contact has previously sent a Feedback Loop that has unsubscribed them from all your mailing lists, they will be Globally Unsubscribed. They will be unable to re-subscribe until this is rectified.

Please note, that if the contact has previously unsubscribed, re-subscribing them without direct feedback/permission from the recipient is against the terms and conditions of the Communicator application.

Prior to September 2010, requesting a contact be Unsubscribed when it has never been previously explicitly subscribed to a specific mailing list, resulted in the failure to create the Subscription record, and the contact was left in a state that could allow it to be automatically subscribed to that mailing list in the future. This is no longer the case and a request to create a Subscription record where none existed before results in the contact being unsubscribed from the specified mailing list.



3.4 Extracts and LastID

The LastID parameter is a new parameter added to the ExtractJob object in September 2010. Its purpose is to limit the number of records returned in an Extract by passing the LastID returned from the same extract type on the same dispatch. The extract will then only return data with an ID greater than LastID.

Each ExtractJob type returns a different unique identifier as follows:

Bounces	InboundEmailId
Clicks	LinkClickId
Conversions	ConversionTrackingId
Opens	EmailOpenId
Unsubscribes	UnsubscribeId

If you wish to use the lastID functionality, you will need to download, parse, and store the maximum ID from each of your extracts for each dispatch you send.

3.5 Triggered Dispatches using DataImporter

The option to trigger dispatches can be performed when inserting and updating records into contact and data tables by using the DataImporter web method. This is performed by adding subscriptions for each of the records being imported and wanted to be dispatched to and the triggered dispatches you wish to trigger.

There are a few points to note about triggering dispatches for contact and data tables:

Contact Table

When importing into a contact table once the first record has successfully been imported the Communicator platform will begin processing the triggered records.

Data Table

When importing into a data table imported records that are to be triggered are batched together and processed at the end of the import to ensure all related records are dispatched together and only records that have been inserted or updated will be included in the triggered dispatch.

Certificate of Employers' Liability Insurance(a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 2008 (the Regulations), a copy of this certificate must be displayed at all places where you employ persons covered by the policy or an electronic copy of the certificate must be retained and be reasonably accessible to each employee to whom it relates).^{**}

Policy No 002/5P01/CV664184/8

1. Name of policy holder Communicator Corporation Ltd

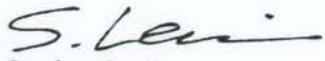
2. Date of commencement of insurance policy 31.03.2011

3. Date of expiry of insurance policy 31.03.2012

We hereby certify that subject to paragraph 2:

1. The policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney **(b)**
2. (a) the minimum amount of cover provided by this policy is no less than £5 million **(c)**

Signed on behalf of Zurich Insurance plc (Authorised Insurer).



Stephen Lewis
Chief Executive Officer, Zurich
Insurance plc (UK Branch)

Signature

Zurich Insurance plc
A public limited company
incorporated in Ireland
Registration No. 13460

Registered Office: Zurich House,
Ballsbridge Park, Dublin 4, Ireland
UK branch registered in England
and Wales Registration No. BR7985
UK Branch Head Office:
The Zurich Centre, 3000 Parkway,
Whiteley, Fareham,
Hampshire PO15 7JZ

Authorised by the Irish Financial
Regulator and subject to limited
regulation by the Financial Services
Authority. Details about the extent
of our regulation by the Financial
Services Authority are available
from us on request

Notes

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (b) Specify applicable law as provided for in regulation 4(6) of the Regulations.
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraph 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.



INFORMATION SECURITY POLICY

April 2011

Version 1.0

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1 INTRODUCTION

Information takes many forms and includes data stored on computers, transmitted across networks, printed out or written on paper, sent by fax, stored on tapes or cd's or spoken in conversation or over the telephone.

It is the intention of Management to fully support the goals and principles of Information Security.

1.1 Purpose

The purpose of this policy is to protect the Company's information assets from all threats, whether internal or external, deliberate or accidental. The Company regards the integrity of its computer system as central to the success of the business. Our policy is to take any measures we consider necessary to ensure that all aspects of the system are fully protected. This policy will be reviewed on an annual basis.

1.2 Scope

This policy applies to all employees of the Company. It also applies to contractors and visitors not employed by the Company, but engaged to work with or who have access to Company information.

1.3 Objectives

- ⑤ Information will be protected against unauthorised access;
- ⑤ Confidentiality of information will be assured;
- ⑤ Integrity of information will be maintained;
- ⑤ Compliance with legislation, e.g. Data Protection Act (1998) and Computer Misuse Act 1990 will be ensured;
- ⑤ All breaches of Information Security, actual or suspected, will be reported and investigated.

2 SECURITY MANAGEMENT AND RESPONSIBILITIES

Communicator Corp has a duty of care to protect the information it is entrusted with. The information covered in these guidelines includes, but is not limited to, information that is either stored or shared via any means. This includes; electronic information, information on paper, and information shared orally or visually (such as telephone and video conferencing). It's crucially important that we never find ourselves in a scenario that exposes information to undue risk.

The Directors have overall responsibility for maintaining this policy and providing advice and guidance on its implementation.

2.1 Management Responsibilities

It is the responsibility of managers to ensure the following, with respect to their staff:

- ⑤ All current and future staff will be instructed in their security responsibilities
- ⑤ Staff must not be able to gain unauthorised access to any of Company IT systems or manual data which would compromise data integrity;
- ⑤ Managers will determine which individuals are given authority to access specific information systems. The level of access to specific systems will be on a job function need, irrespective of status;
- ⑤ Managers will implement procedures to minimise Company exposure to fraud, theft or disruption of its systems;
- ⑤ All staff will be aware of the confidentiality clauses in their contract of employment;

- ⑤ Managers must ensure that the relevant Systems Managers are advised immediately about staff changes affecting computer access (e.g. job function changes, leaving Department or organisation) so that passwords may be withdrawn or deleted as appropriate;
- ⑥ Managers must ensure that all contractors undertaking work for the Company have signed confidentiality (non-disclosure) undertakings;
- ⑦ Managers will ensure that all staff have access to and have read the Company Information Security Policy.
- ⑧ Managers will review Information Security status and any reported incidents at monthly board and senior management meetings.

2.2 Staff Responsibilities

It is the responsibility of each employee to adhere to the Information Security Policy. Failure to comply with this Policy will be a disciplinary offence which may include action up to and including summary dismissal.

Each employee is responsible for ensuring that no breaches of Information Security result from their actions. Each employee is responsible for reporting any breach, or suspected breach of security.

2.3 Systems Managers Responsibilities

Systems Managers will be responsible for continued system operation. Systems Managers are responsible for promptly issuing user accounts. They must ensure that only those persons who are authorised to have access are provided with that capability.

2.4 Information Security Forum Responsibilities

The Information Security Forum meets on a monthly basis and is responsible for reviewing and implementing the Information Security Policy and associated operational procedures. It is also responsible for providing quarterly Information Security briefings for all staff.

3 INFORMATION SENSITIVITY

All information handled by the Company is categorised into two main classifications; Public and Confidential.

3.1 Public information

This is information that has been declared public knowledge by someone who has the authority to do so, and can freely be given to anyone without any possible damage to the Company.

3.2 Confidential information

This contains all other information. Some information is more sensitive than others and should be protected in a more secure manner, such as trade secrets, development programs and other information integral to the success of our Company. Also included in this is information that is less critical, such as telephone directories, general corporate information, personnel information etc., which does not require as stringent degree of protection.

A subset of Confidential information is “Third Party Confidential” information which is confidential information belonging or pertaining to another corporation which has been entrusted to Communicator Corp by that Company under non-disclosure agreements and other contracts. Examples include customer orders, emailing lists and supplier information.

4 MARKING GUIDELINES

All employees dealing with information must be familiar with the requirements of labelling, storage, transmission, processing and disposal of each classification of information.

Employees must be very clear on the sensitivity and importance of the data and the marking guidelines that Communicator Corp has implemented for documentation. Headers and footers are to be used to mark documents, spreadsheets, etc, with the sensitivity classification.

The sensitivity of confidential documents should be classified as follows:

- ④ **Employee Confidential:** for documents that should be viewed only by recipients who are employees
- ④ **Management Restricted:** for documents that should only be viewed by senior management
- ④ **Board Restricted:** Board members only
- ④ **Private:** for documents with personally identifying information, including health and financial details

5 FLOW OF INFORMATION

5.1 Telephone

Company Management will ensure that staff are aware of the importance of checking the credentials of all callers requesting personal or otherwise sensitive information. To ensure the confidentiality of employees within the Company, the Company operates a no-name policy.

5.2 Email

Email has many benefits including speed of communication and allowing ease of contact for employees who are out of the office. However, inappropriate use of email can cause many problems, ranging from distracting employees to legal claims against the Company. All employees are expected to use the email system for appropriate business use and not abuse it.

Employees will adhere to the following guidelines when using the email system:

- ④ The style and content of email messages must be consistent with the Company standards;
- ④ Email messages will only be sent to those employees for whom they are particularly relevant;
- ④ If the message is confidential, ensure that appropriate steps are taken to protect confidentiality;
- ④ Consider whether the email is appropriate or whether face-to-face communication would be more suitable and may help to avoid any misunderstandings, particularly when discussing complex or confidential matters;
- ④ Ensure that critical information is not stored solely within the email system.

Remember that email is not the informal and transient form of communication that many people think it is. Binding contracts can be inadvertently created. Employees must ensure that they have the authority to enter into any agreement on behalf of the Company before establishing or amending any terms of a contract.

If an employee receives an email with a suspect attachment, they must not open it. It must be reported to the Systems Manager so that any viruses are not imported in the system.

The Company will not tolerate use of the email system for any message which may constitute bullying or harassment, or which is obscene, offensive, pornographic, libellous, racist, sexist or defamatory.

Furthermore, the email system must not be used to disclose confidential information relating to any employees, the Company, its business, customers or suppliers, or to copy or distribute any copyright material without express permission of the copyright owner. Use of the email system for any of these purposes constitutes gross misconduct and will result in summary dismissal.

The email system may be monitored to check whether transmissions are relevant to the business. As such, private email transmissions (both sent and received) may be opened and read without express consent. Hard copies of email messages may be used in disciplinary proceedings.

5.3 Internet

The Internet is core to our business. However, inappropriate use can waste time and cause embarrassment, distress and offence to other members of staff.

The Company will not tolerate the use of the Internet for online gambling, accessing any offensive, indecent or obscene material such as pornography, racist or sexist material, violent images, incitement to criminal behaviour etc., or posting confidential information relating to any employees, the Company, its business, customers or suppliers. Use of the Internet for any of these purposes constitutes gross misconduct and will result in summary dismissal.

All staff will ensure they are aware of any copyright and licensing restrictions that may apply to material downloaded from the Internet, and of the risk of importing viruses through downloading material.

6 BUSINESS CONTINUITY

The Company recognises that IT systems are increasingly critical to its business and that the protracted loss of key systems/user areas could be highly damaging in operational terms. The Company recognises that some form of disaster may occur, despite precautions, and therefore seeks to contain the impact of such an event on its core business through tested Disaster Recovery plans.

The Disaster Recovery plan caters for different levels of incident including:

- ② Single server/equipment failure;
- ② Multiple server/equipment failure;
- ② Data loss;
- ② Environmental (fire, flood etc.);
- ② Site wide incident (e.g. the entire building is taken out of action).

There are fallback procedures in place to cater for the above scenarios. These are kept locked away and off-site and contain all documentation and software to get the Company fully operating following a disaster.

7 CONFIDENTIALITY

All employees are bound by a duty of fidelity towards the Company. Any breach of this trust by you, such as the unauthorised disclosure to a third party of confidential information about matters connected with the business, will render you liable to disciplinary action under the Company disciplinary procedure (and may constitute gross misconduct), and/or to civil proceedings to restrain you from disclosing the information to a third party, making personal use of it without authority from a Senior Manager/Director, or for damages if loss to the Company results from an unauthorised disclosure. This restriction shall continue to apply after the termination of your employment without limitation in time, but shall cease to apply to any information or knowledge, which may subsequently come into the public domain by way of authorised disclosure.



The Company will continue to adopt comprehensive policies and procedures to ensure the secure handling of personal information within all information environments such as complying with the Data Protection Act 1998. Computer system users will sign an appropriate confidentiality (non-disclosure) undertaking. This will be part of the contract of employment for all staff; however this applies particularly to staff with access to sensitive data or systems.

During the course of your employment individual confidentiality agreements may be introduced which relate to a specific client or project.

8 ACCESS CONTROL TO SECURE AREAS

8.1 Physical security

All central servers/network equipment and other hardware are located in secure areas with restricted access.

8.2 Entry controls

Unrestricted access to the central computer facilities will be confined to designated staff whose job function requires access to that particular area/equipment. Restricted access may be given to other staff where there is a specific job function need for such access.

Authenticated representatives of third party support agencies will only be given access through specific authorisation.

Regular reviews of who can access these secure areas will be undertaken.

9 THIRD PARTY ACCESS

No external agency will be given access to any of the Company's networks unless that body has been formally authorised to have access. The Company will control all external agencies access to its systems by enabling/disabling connections for each approved access requirement.

All third parties and any outsourced operations will be liable to the same level of confidentiality as employees.

10 USER ACCESS CONTROL

10.1 Access to systems

Staff and contractors will only access systems for which they are authorised. Under the Computer Misuse Act (1990) it is a criminal offence to attempt to gain access to computer information and systems for which they have no authorisation. All contracts of employment, conditions of contract for contractor's access agreements will have a non disclosure clause, which means that in the event of accidental unauthorised access to information, the member of staff or contractor is prevented from disclosing information which they had no right to obtain.

10.2 Password Management

A password is "confidential authentication information composed of a string of characters" used to access computer systems. Passwords must be used at all times, kept confidential and changed regularly. Staff must ensure that they log out of their computer correctly at the end of the working

day and will notify the HR Department if they suspect that anyone has had unauthorised access to their computer.

Passwords are the responsibility of individual users; they must not be used by anyone else even for a short period of time. The giving of an authorised password to someone unauthorised in order to gain access to an information system may be a disciplinary offence.

Passwords must be at least 8 characters in length. They will contain at least 1 uppercase letter and 1 number. All Systems Managers will ensure their systems enforce password changes every 60 days.

No staff will be given access to a live system unless properly trained and made aware of their security responsibilities.

10.3 Staff leaving the Company

Prior to an employee leaving, or to a change of duties, line managers will ensure that:

- ⑤ the employee is informed in writing that he/she continues to be bound by their signed confidentiality agreement;
- ⑤ passwords are removed or changed to deny access;
- ⑤ relevant Departments are informed of the termination or change, and, where appropriate, the name is removed from authority and access lists;
- ⑤ supervisors passwords allocated to the individual will be removed and consideration given to changing higher level passwords, to which they have access;
- ⑤ reception staff are informed of the termination, and are instructed not to admit in future without visitor authorisation;
- ⑤ where appropriate, staff working out their notice are assigned to non-sensitive tasks, or are appropriately monitored;
- ⑤ Company property is returned.

Particular attention will be paid to the return of items which may allow future access. These include security passes, keys, laptops etc. The timing of the above requirements will depend upon the reason for the termination, and the relationship with the employee. Where the termination is mutually amicable, the removal of such things as passwords and personal identification devices may be left to the last day of employment.

Systems Managers will delete or disable all usernames and passwords relating to members of staff who leave the employment of the Company on their last working day. Prior to leaving, the employee's manager will ensure that all PC files of continuing interest to the business of the Company are transferred to another user before the member of staff leaves.

It is good practice for an 'exit' interview to be held during which the manager notes all the systems to which the member of staff had access and informs the relevant Systems Managers of the leaving date. Special care will be taken when access to personnel data and commercially sensitive and financial data is involved.

Managers must ensure that staff leaving the Company's employment do not inappropriately wipe or delete information from hard disks. If the circumstances of leaving make this likely then access rights will be restricted to avoid damage to Company information and equipment.

11 DATA BACK-UP

Data is held on a network directory where possible, to ensure routine backup processes capture the data. The Company backs up all data once a day. This runs overnight when the systems are not busy. By using this system the Company has enough capacity to be able to go back up to 3 months to recover data. Over 3 months all media will have been overwritten with newer back-ups.

Back-ups are kept on site in a secure room with a full fire suppression system and a copy of the data is taken off-site and also kept in a secure location.

12 SOFTWARE AND INFORMATION PROTECTION

12.1 Software Licences

It is essential that only an appointed person from the Information Services Department installs software on any Company computer. The use of unlicensed software is strictly forbidden. All staff must comply with the Copyright, Designs and Patents Act (1988). This states that it is illegal to copy and use software without the copyright owner's consent or the appropriate licence to prove the software was legally acquired.

The Company keeps a record of the software owned by the Company and which is installed on user's systems. The Company tracks licences to ensure compliance with the manufacturer's licence agreement. Any breaches of software copyright may result in personal litigation by the software author or distributor and may be the basis for disciplinary action under the Company Disciplinary Policy.

Employees must not repair, modify or otherwise interfere with any Company hardware. Any defective equipment must be immediately reported to the Information Services Department. The relocation of any computer equipment may only be done with the approval of the Information Services Department.

Misuse of computers is a serious disciplinary offence, which may amount to gross misconduct. Examples of misuse include:

- ⑤ Fraud and theft;
- ⑤ System sabotage;
- ⑤ Introduction of viruses;
- ⑤ Using unauthorised software;
- ⑤ Obtaining unauthorised access;
- ⑤ Using the system for private work or game playing;
- ⑤ Breaches of the Data Protection Act;
- ⑤ Hacking;
- ⑤ Breach of Company security procedures.

This list is not exhaustive. Misuse amounting to criminal conduct may be reported to the police.

12.2 Virus Control

The Company seeks to minimise the risks of computer viruses through education, good practice/procedures and anti-virus software positioned in the most vulnerable areas.



Users will report any viruses detected/suspected on their machines immediately to the Information Services Department. Users must be aware of the risk of viruses from email and the Internet. If in doubt about any data received please contact the Information Services Department for anti-virus advice.

13 SUPPORTING DOCUMENTATION: LEGAL REQUIREMENTS

13.1 Data Protection Act (UK) 1998

The purpose of the Act is to protect the rights of the individual about whom data is obtained, stored, processed or supplied rather than those of the people or Companies who control and use personal data. The Act applies to both computerised and paper records.

The Company will comply with the registration requirements of the Data Protection Act 1998 and any replacement European Union (EU) law. This Act requires that appropriate security measures will be taken against unauthorised access to, or alteration, disclosure or destruction of personal data and against accidental loss or destruction of personal data.

The Act is based on eight principles stating that data must be:

- Fairly and lawfully processed;
- Processed for limited purposes;
- Adequate, relevant and not excessive;
- Accurate;
- Not kept longer than necessary;
- Processed in accordance with the data subjects rights;
- Secure;
- Not transferred to other countries without adequate protection.

13.2 Copyright, Designs and Patents Act 1988

This Act states that it is illegal to copy and use software without the copyright owners consent or the appropriate licence to prove the software was legally acquired. Each manager is responsible for ensuring that all items of software in their Department are either purchased through, or sanctioned by, the Information Systems Department.

All software purchased will have an appropriate licence agreement which may or may not be a site-wide licence. The Company, through the Information Services Department will carry out periodic spot checks to ensure compliance with Copyright Law. Any infringement or breach of software copyright may result in personal litigation by the software author or distributor and may be the basis for disciplinary action under the Company Disciplinary Policy.

13.3 Computer Misuse Act 1990

This Act states that it is a criminal offence to **attempt** to gain access to computer information for which you have no authorisation. If it is suspected that any unauthorised access is made to a computer system then disciplinary action may be taken under the Company Disciplinary Policy.

On ending their employment or work for the Company, employees and contractors must not disclose information which was confidential.



Email Marketing Recommendations

NFP sector - Charity

March 2011
Version 1.1

Recommendations

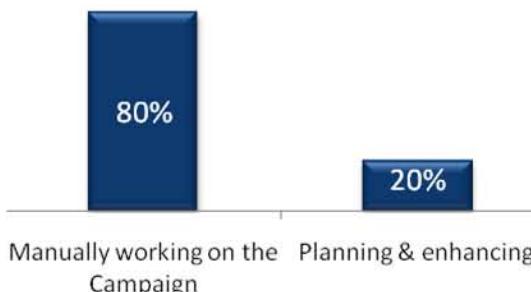
Communicator Corp provides a complete digital communications platform and service to clients from many diverse sectors including NFP, retail, publishing and the travel industry. For each client, we understand their needs and objectives and match these to our technology and expertise to maximise their returns from email and SMS marketing.

This document has been prepared to highlight the areas that Communicator Corp feel Charities would benefit from reviewing and implementing as part of a digital communications program. It is our belief that adopting the recommendations outlined in this document will enable Charities to make even better use of the email and SMS channels and ultimately improving their return on investment.

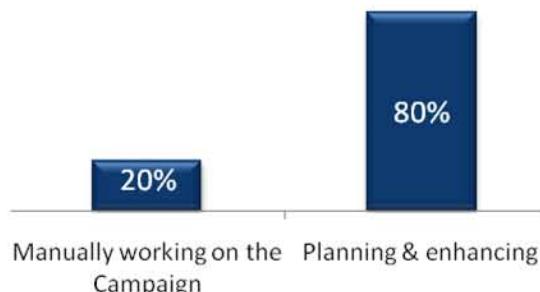
Integration & Automation

Traditional email platforms allowed individuals to manually import data, segment contacts by building mailing lists, upload creative, dispatch email campaigns and access a range of reporting functionality. This manual approach is very resource intensive, highly repetitive and slow to adapt to recipient behaviour. Integration is simply a way of automating what is currently done manually.

Traditional Email Campaigns Approach



Email Campaigns Utilising Integration



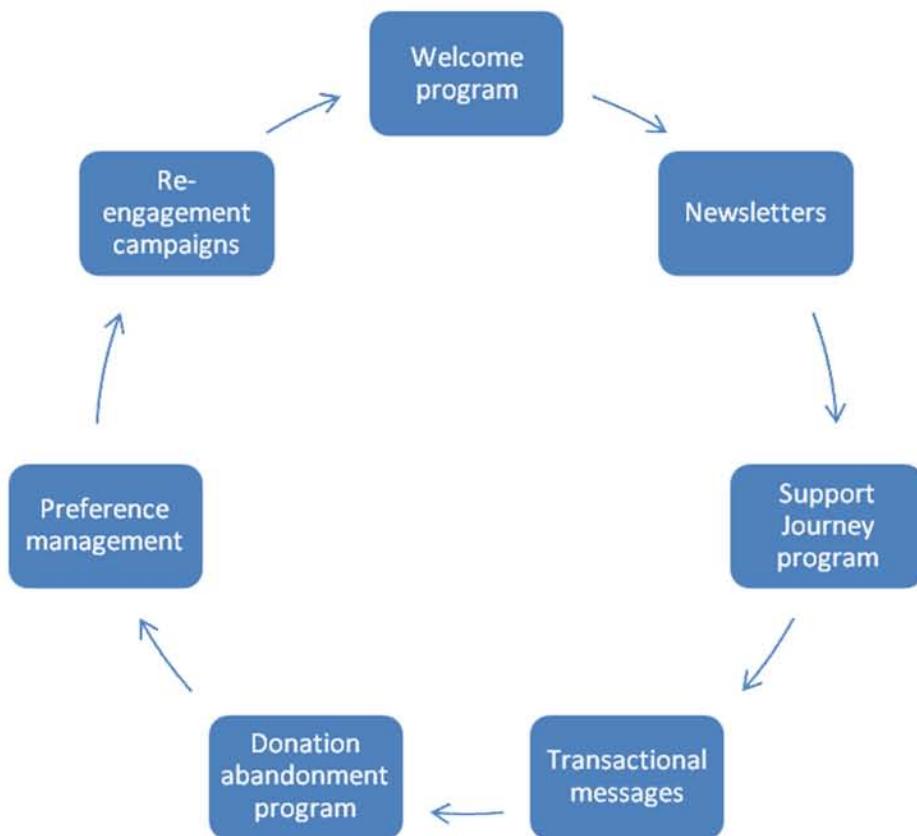
We would advise the automation of as many of the simple tasks involved in sending email campaigns as possible, such as data transfer and new subscriber sign-ups, by integrating the email platform with the back office database via APIs or a hosted middleware solution. Reducing the manual workload involved in producing campaigns provides more time to focus on the strategic aspects of email marketing to improve customer engagement and increase revenue generation.

The Communicator® platform offers unique Relational Tables to allow the recreation of any data structures that clients hold in their CRM, so as to give marketers direct access to their own supporter data for campaign segmentation and personalisation purposes via the email platform UI, reducing the reliance on IT and Database resource.

Lifecycle Approach

Email marketing has changed in many ways since its arrival on the scene as a mass-marketing tool in the 1990s. Increased competition for recipients' attention due to higher volumes of emails, combined with the evolution of filtering techniques employed by ISPs has made engaging with the target audience more challenging. Generic email 'blasts' to the whole database are less likely to deliver the returns they once did, with most recipients now accustomed to more the targeted, one-to-one messages sent by today's leading brands.

Today, the key to successful email marketing is creating a dialog with the subscriber, listening to what they tell you and then matching content to their requirements. The best way to achieve this 2 way dialog is to establish an email program that targets recipients with relevant information at key points throughout the customer lifecycle.



The above example shows the various stages of a lifecycle program, most of which would be set up once and would then run automatically based on a range of event triggers driven by the ongoing refresh of the underlying member data.

Sign up Points

Our recommendations in this area are focused on managing the recipient's expectations, aiding future inbox placement and providing further information for targeting. We would recommend considering the following recommendations:-

- ④ Sign up for newsletter - It is good practice to include a sign up point on every page, preferably in a prominent position (ideally above the page fold line, in the top right hand corner). We would also recommend that the sign up point should include information on the benefits of subscribing to receive email communications to entice people to sign up.
- ④ Data Capture page - Capturing more information on subscribers would allow you to send more targeted campaigns, improving engagement rates. 'First Name' information could be used to personalise email campaigns, 'Date of Birth' could be used to send automated birthday emails containing special offers and 'Address' could be used to send information about local events.
- ④ 'Thank you' page - We would advise that a separate page be used to thank people once they have subscribed. This page could also help to set expectations with the recipient, highlighting when the emails will be sent, what they look like etc. with links to examples of previous campaigns. It would also be beneficial to explain how subscribers can opt out of email communications should they wish to.

Welcome Program

A Welcome Program is a fantastic way of building great recipient interaction from the moment the recipient opts in to receive your email communications. A well crafted email program will enable you to immediately build upon your strong relationship with your new subscriber and should speed up the time to their first donation. We would suggest that a different Welcome Program runs if a supporter subscribes, compared to if a recipient is added to your mailing list because they have made a donation or have made a purchase on the site.

We would recommend a Welcome Program that:

- ④ Thanks the supporter for signing up to your emails
- ④ Reminds them that they have opted in (or asks them to confirm their subscription if 'double opt-in')
- ④ Confirms the personal details they have given and gives them the option of updating or amending them (date of birth, preferences etc.)
- ④ Confirms what they have subscribed to receive, how frequently emails will be sent and reminds them how to unsubscribe
- ④ States the value of your email program and re-affirms the brand in the inbox
- ④ Highlights key parts of your website

- ④ Promotes key events or information i.e. our upcoming events (personalised based on location, preferences etc.)

Subsequent automated email campaigns could then be sent depending on how the recipient's information has been gathered:

- ⑤ For people who have subscribed to the newsletter or who had donated online, but who have not signed up as members, a follow up message could be sent outlining the benefits of a membership or ongoing Direct Debit donations
- ⑥ For people who have joined as members, a message could be sent with details of local events or activities

Supporter Journey program

Many Charities segment their database according to where each supporter sits on the Supporter Journey, and target each segment in a different way and with different messages with the aim of adding value at each stage of the journey. This targeted approach helps to build strong relationships with supporters and plays an important role in increasing engagement, activity and donations, however the execution of this type of approach can be very time-consuming if manual data and campaign production processes are involved.

The creation of an automated Supporter Journey email (and SMS) program, triggered by changes in data in the CRM, is a great way of establishing a personal dialog with recipients aimed at moving them along the different stages of the Supporter Journey with very limited manual intervention. An example of automated emails that could be sent at each stage of a Supporter Journey program can be found below:



Event Invite programs

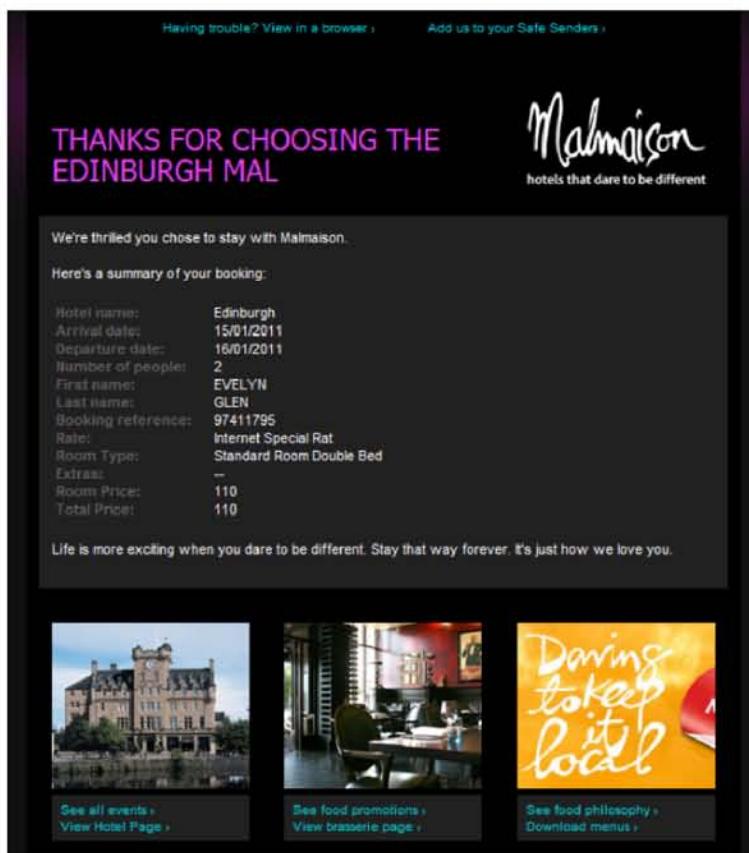
Events are a key revenue generator for most charities yet the work involved in managing the promotion and registration process can often be time-consuming, reducing the overall financial returns. Using an automated email and SMS campaign is a simple yet highly effective way to manage the whole process of event registrations, from initial invitation through to follow-up courtesy message.

By sending an email promoting the event and then linking to a form to register as well as to access guides or other useful information, organisations can quickly promote and manage the take up of event invitations. Conditional filters can be used to target recipients with different messages depending on whether they have successfully registered or not, with automated emails sent at each key stage (booking confirmation, 7 day reminder with agenda details, 1 day reminder, follow up email with details of future events). The example below shows a conditional 4 stage Event Program:



Transactional & Service messages

Most companies would be pleased to achieve open rates in excess of 25% for their email marketing campaigns, yet many neglect the opportunity to include marketing messages in the Transactional or Services messages where open rates are often above 90%. Including cross-sell or up-sell messages in transactional emails is a highly effective way of increasing revenue generation as it takes advantage of a more captive audience close to the time where they've already donated. The example below shows this strategy in action:

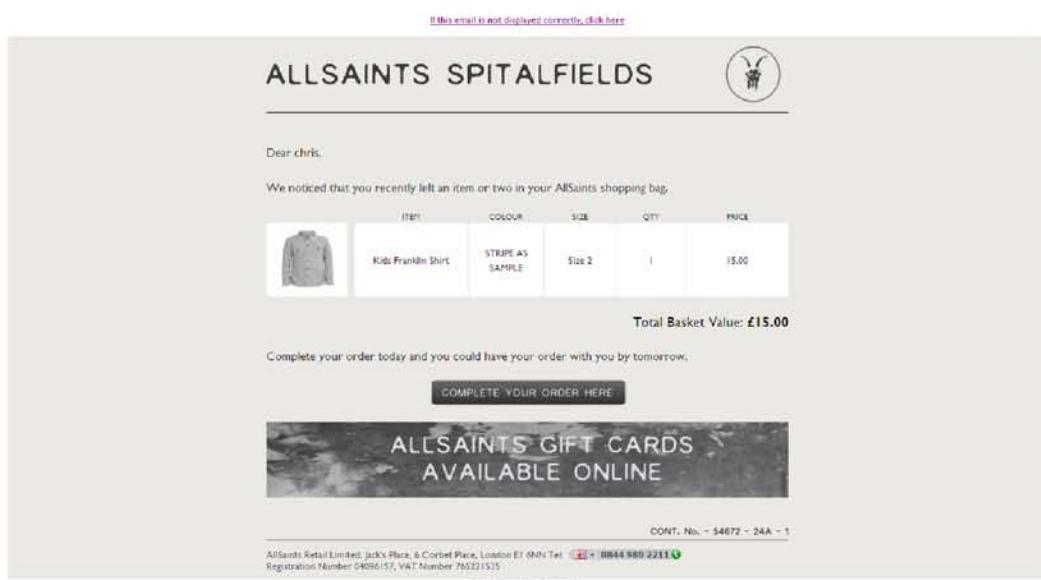


The marketing message can be dynamically generated to reflect the supporter's profile, so that a relevant cross-sell is promoted - in the example above, the image of the hotel and the link through to the food promotions and menu are specific to the hotel that the customer has booked.

Donation Abandonment Emails

One of the most effective types of campaigns that we have started running with Communicator Corp clients are donation abandonment emails. These highly targeted emails are sent to supporters who have begun the online donation process but not gone on to complete the transaction, and have been shown to increase total online revenue by up to 6%.

The example below from All Saints shows how to approach to this type of campaign.



We would recommend the integration this type of campaign into the online donation process so that supporters who start the donation process but don't complete it can be targeted. The supporter would receive an automated email encouraging them to return to the process or enquiring as to why they dropped out, as well as offering them an alternative method to complete the transaction (i.e. live chat or telephone donation).

Re-engaging inactive subscribers

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The advent of behavioural targeting has led many Marketers to develop a far greater understanding of who is engaging with their emails and also who isn't.

Non Engagement Segmentation

Non Openers	Non Clickers	Non Purchasers
<ul style="list-style-type: none">• When last opened?• Previous interaction history?• Additional customer data	<ul style="list-style-type: none">• When last opened?• Previous interaction history?• Additional customer data	<ul style="list-style-type: none">• When last opened?• Previous interaction history?• Additional customer data

With this new understanding comes the talk of re-engagement and how to get those inactive subscribers back into the habit of interacting with your brand - after all these people were once interested enough in your products and services to give you their email address and buy products from you. The role of re-engagement is to get these subscribers seeing the value of your email campaigns to them. This is a crucial element as we need to be able to demonstrate "the value to them" in order to get them to change their behaviour moving forward.

It is not unusual for a Marketer to discover that up to 50% of their subscribers haven't opened an email for over 6 months, presenting a huge missed opportunity in terms of potential customers who could be opening emails and ultimately going online and purchasing.

Additionally, ISPs such as Yahoo, AOL and Hotmail now use recipient interaction as a way of filtering for Spam, making it potentially harmful to continue sending emails to inactive subscribers.

We would recommend establishing a re-engagement program that works to re-activate these "lost" subscribers over a number of weeks. Once set up and tested this program can then easily be automated for the future.

In cases where recipients still fail to open emails after having been targeted with a re-engagement campaign, we would advise removing them from the mailing list to improve future delivery rates.

Preference Management

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Allowing recipients to manage their preferences is imperative to maintaining an active subscriber database, with the recipients not only keeping their personal information up to date but controlling what they receive and when they receive it. Links to preference management centres could be included in email newsletters, and could also be incorporated into the unsubscribe process to allow recipients to alter their email preferences as an alternative to unsubscribing completely.

SUBSCRIBE TO REUTERS NEWS SKEDS DIRECT
Please enter some basic details about yourself and your company, and choose the schedules you are interested in.
All fields are mandatory.

PERSONAL DETAILS

Title: Mr First name: James Last name:
Company: Job Title: Country: United Kingdom

ACCOUNT DETAILS

Email: @communicatorcorp.com Confirm Email: @communicatorcorp.com Username:

SCHEDULES SUBSCRIPTIONS

Reuters Features Schedule Daily Edition

Reuters Life Schedule 0700 GMT Edition 1430 GMT Edition 2000 GMT Edition

Reuters Business Schedule new! 0230 GMT Edition 0630 GMT Edition 0930 GMT Edition 1330 GMT Edition
 1530 GMT Edition 1830 GMT Edition Unplanned

Reuters

This Reuters example is linked to from every email and allows the recipient to change their personal information as well as what they want to receive. The recipient can also choose when they want to receive it. As a result, Reuters manage their customer expectations well and have a minimal unsubscribe rate.

A successful preference management solution will provide a number of additional benefits including:-

- ⑤ Providing a platform to collect additional data on each recipient from every email sent
- ⑤ Collects additional information to aid with future targeting (favourite topics / preferred events etc.)
- ⑤ Allow the recipient to choose to unsubscribe for a period of time rather than permanently i.e. I don't want any more emails this Christmas but contact me in January
- ⑤ Puts the recipient in control of keeping their data up to date and telling you about changes in their life i.e. moving house, changing preferences etc.
- ⑤ Enables you to easily promote new email programs as and when they are launched



System Architecture and Infrastructure

A General Overview

This document is for external and internal use and provides a brief overview followed by some technical details on our services.

November 2010

Version 1.3

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General Network Overview

Communicator Corp utilises a number of different technologies which are used within its network infrastructure, some of these technologies include but are not limited to:

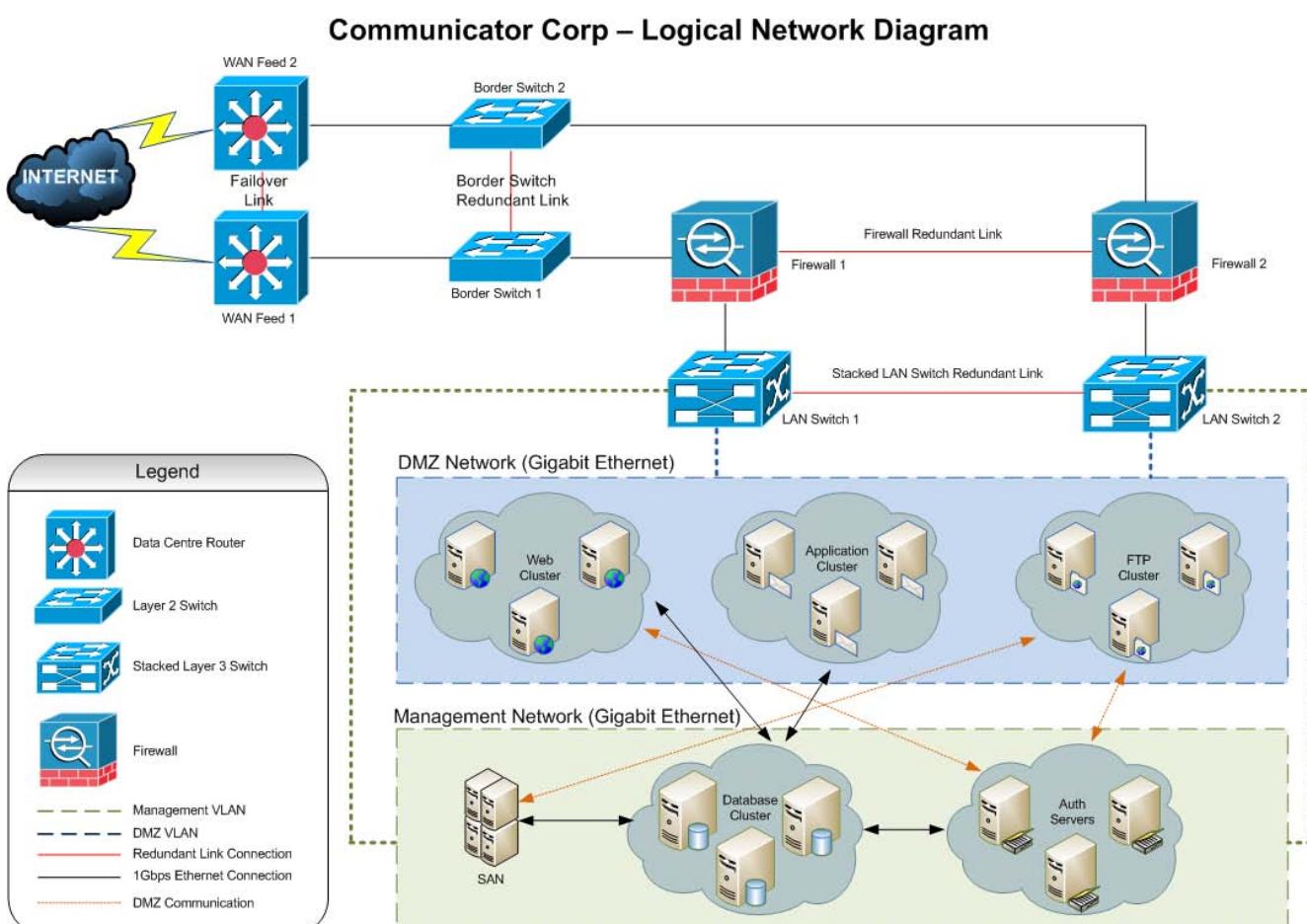
- Gigabit Ethernet connectivity
- Multiple VLANs
- Redundant main power feeds
- Redundant WAN feeds
- Redundant firewalls
- Redundant switches
- Redundant server power supplies
- Redundant server network cards
- Redundant server network connectivity
- Multi-Path I/O for server / SAN connectivity
- Server clustering technologies
- 24 x 7 Network and device monitoring

As well as implementing the above technologies, Communicator Corp's servers are located in a secure data centre, which has additional protection against failure and/or disasters out of Communicator Corp's hands, such as redundant cooling, power, internet feeds as well as fire detection and suppression capabilities.

Logical Network Diagram

Communicator Corp uses redundant paths in all aspects of its infrastructure where possible, this design allows for specific sections of Communicator Corp's network to be taken offline whether this is due to maintenance or hardware issues without any visible impact to the client.

The diagram below shows how the redundant paths and the resilient infrastructure are joined together. The blue section is the public (DMZ) area where all external requests are handled, such as Web, SMTP and FTP requests. The Green section is the internal management "back-end" network which is disconnected from any public/external access.



Data Centre Specifications

Monitoring:

- Network Operation Centre (NOC) engineers monitor and maintain the data centre infrastructure and client equipment 24 x 7, 365 days a year.

Security:

- Manned landlord security 24 x 7, 365 days a year
- Secure & monitored single person entry
- Integrated digital video camera surveillance
- Unified security-breach alarm, with access monitoring
- Secure managed delivery and loading bay
- Secure access procedures ensuring that Communicator Corp's nominated staff can gain access to the facility whenever they require, day or night

Carrier Facilities:

- Resilient Internet Connectivity on TCG's IPMH Platform
- Access to Telecity Group's UK & European data centres via the Telecity Group fibre network
- Point to point fibre / WAN connections from Telecity Group's connectivity partners
- 2 x diverse fibre entry routes to site.

Power:

- 8 MVA (2x 4MVA) of incoming supply via diverse utility feeders providing additional expansion capacity 1300KW of growth.
- N+1 redundancy on generators
- N+N UPS systems
- 3 x 2MVA generators at N+1 with future ability to increase to 12MVA @ N+1
- Average customer power density of 3KW/rack.

HVAC:

- N+1 Redundancy on chilled water plant
- Close Control Units (CCU) in row with hot aisle containment incorporating N+1 within each 50 Rack cube environment, UPS backed
- 600mm floor void with raised floor.

Fire Detection and Suppression:

- Very early smoke detection alarm system (VESDA)
- Fully addressable two stage fire detection system that monitors the data room (above and below the floor)
- FM200 fire suppression system

Web Server Cluster

The web servers are configured in a web farm topology which has been designed for maximum resilience and HTTP request load balancing. These servers are responsible for the serving of the main portion of the platform's user interface and managing the requests from the presentation layer to the database servers via the non-routable (private) management network. These servers are configured with the following hardware and software.

For redundancy the servers are configured for automatic fail-over and routing, so should one server fail, the web service will remain available to the end user.

- Microsoft Windows Server 2003 Standard Edition R2 (Service Pack 2)
- Intel Pentium 4 Dual Core CPU with 4GB RAM
- Hardware Raid 10 (Mirror and Striping)
- Intel Gigabit network cards for optimal speed and performance
- MS Internet Information Services 6.0
- Located in the Public (DMZ) part of the network to ensure maximum security of data and services
- All Web servers are configured to receive the latest windows security updates via Windows Server Update Services, which ensures that servers remain fully patched and fully operational at all times.
- All Web servers have the latest version of ESET's NOD32 Business Edition anti-virus software installed to ensure that all traffic to and from our system is checked for viruses to prevent infection. The software is automatically updated every hour to ensure maximum protection is provided at all times.

All unnecessary services have been removed and the servers have been hardened in accordance to the latest industry best practice (utilizing the 'Microsoft Baseline Security Analyzer' amongst others).

Application Server Cluster

The application servers are responsible for the delivery of outbound email dispatches and receipt of inbound bounce email messages. The servers work in a cluster fashion to send email dispatches messages as efficiently and resilient as possible; all the while reporting back to the Communicator reporting service. The Application servers run a unique version of SMTP, which has been optimized for interconnection with our application and for overall performance.

As these servers run as a clustered environment Communicator Corp can add additional servers or remove servers as and when required to expand our dispatching capability or take servers offline for maintenance should it be necessary.

- Microsoft Windows Server 2003 Standard Edition R2 (Service Pack 2)
- Intel Xeon Dual Core CPU with 4GB RAM
- Hardware Raid 10 (Mirror and Striping)
- Intel Gigabit network cards for optimal speed and performance
- MS Internet Information Services 6.0
- All application servers are configured to receive the latest windows security updates via Windows Server Update Services, which ensures that servers remain fully patched and fully operational at all times.
- All application servers have the latest version ESET's NOD32 Business Edition anti-virus software installed to ensure that all traffic to and from our system is checked for viruses to prevent infection. The software is automatically updated every hour to ensure maximum protection is provided at all times.
- ‘Communicator’ dispatching application service. (This service speaks to the web and database servers to manage dispatching of emails. This is a custom Windows service written by ourselves).

All unnecessary services have been removed and the servers have been hardened in accordance to the latest industry best practice (utilizing the ‘Microsoft Baseline Security Analyzer’ amongst others).

Database Server Cluster

The database servers store all client data and response engine results in secure database tables utilizing the latest Microsoft SQL Server 2005 technology. For redundancy the servers are clustered to allow for high availability, should one server fail the data can still be made available.

- Microsoft Windows Server 2003 Enterprise Edition R2 (Service Pack 2)
- Quad Core Intel Xeon Hyper threaded processors
- 24GB Ram
- MS SQL Server 2005 Enterprise Edition (Service Pack 2)
- Intel Gigabit network cards for optimal speed and performance
- Configured to receive the latest windows security updates via Windows Server Update Services, and updates installed manually during maintenance windows.
- All Database servers have the latest version ESET's NOD32 Business Edition anti-virus software installed to ensure that all traffic to and from our system is checked for viruses to prevent infection. The software is automatically updated every hour to ensure maximum protection is provided at all times.
- Configured as a Windows Clustered Instance in a Active / Passive configuration

These servers work to read and write data to and from the web servers as well as communicate via a web service with application servers. Communication to the internal services is performed via the private management network to ensure security and optimal performance is maintained at all times. There is no access from the internet to these servers; all access is routed by and controlled by the web servers.

All unnecessary services have been removed and the servers have been hardened in accordance to the latest industry best practice (utilizing the 'Microsoft Baseline Security Analyzer' amongst others).

Secure FTP Cluster

Secure FTP servers are servers that allow the client to access their extract information via a secure means of communication. Access to client information is performed through the use of the FTP protocol which uses SSL / TLS to secure the communication. Clients can only log into the FTP servers by using dedicated client accounts.

- Windows 2008 Server Standard R2
- 4GB Ram
- Hardware Raid 10 (Mirror and Striping)
- MS Internet Information Services 7
- MS FTP 7.5
- Intel Gigabit network cards for optimal speed and performance
- Configured to receive the latest windows security updates via Windows Server Update Services, and updates installed manually during maintenance windows.
- All Secure FTP servers have the latest version ESET's NOD32 Business Edition anti-virus software installed to ensure that all traffic to and from our system is checked for viruses to prevent infection. The software is automatically updated every hour to ensure maximum protection is provided at all times.

All unnecessary services have been removed and the servers have been hardened in accordance to the latest industry best practice (utilizing the 'Microsoft Baseline Security Analyzer' amongst others).

Domain Controllers

Domain controllers are servers that respond to all security authentication requests (logging in, checking permissions, etc.) and are responsible for the general running of the network.

- Windows 2003 Server Standard R2 SP2
- 2GB Ram
- Hardware Raid 10 (Mirror and Striping)
- Intel Gigabit network cards for optimal speed and performance
- Configured to receive the latest windows security updates via Windows Server Update Services, and updates installed manually during maintenance windows.
- All Domain Controllers have the latest version ESET's NOD32 Business Edition anti-virus software installed to ensure that all traffic to and from our system is checked for viruses to prevent infection. The software is automatically updated every hour to ensure maximum protection is provided at all times.

All unnecessary services have been removed and the servers have been hardened in accordance to the latest industry best practice (utilizing the 'Microsoft Baseline Security Analyzer' amongst others).

Network and Infrastructure Monitoring

All areas of the network infrastructure are continuously monitored 24 hours a day, 7 days a week, 365 days a year by the remote data centre's Network Operation Centre and Communicator Corp's own monitoring system.

Any faults or high level issues that are detected on the data centre's network are automatically failed over to redundant supplies or routes and appropriate information is relayed to the technical team at Communicator Corp for their notification, and action if required.

Any faults or high level issues that are detected on Communicator Corp's monitoring system are immediately raised via automatic email notification and SMS text message alerts which are sent to the on call engineer who will investigate and if necessary, resolve the issue before any interruption to the service.

Security and Updates

Physical Security

All servers, switches, firewalls etc are located in locked racks in the secure data centre, only authorised data centre and Communicator Corp staff are allowed access to these racks.

Anti-Virus

Anti-Virus software is installed on all servers, and configured to be updated on an hourly basis ensuring that virus infection is kept to a minimum.

Spyware

All servers contain software which continuously scans, updates and verifies software which is installed on the servers, any unauthorised or flagged software is alerted to the user and if needed, the installation is aborted for further investigation.

Windows Updates

The use of Microsoft's Windows Update Service is used at Communicator Corp. This allows for automatic download and deployment to servers as soon as any updates are available, allowing automatic downloading of updates ensures that servers are patched as soon as possible.

Event Auditing

Success and failure auditing are recorded on each server and checked on a daily basis to ensure that no unauthorised / brute force attacks are being executed.

Security Testing

A security audit is carried out annually by a third party provider. This security audit includes penetration testing of the infrastructure in addition to all aspects of the application software.

Disaster Recovery Position

General Position

In order to ensure that the Service level Agreement (SLA) for platform availability is met, the Infrastructure supporting the platform has been designed with high availability as a primary goal. In addition to the specification of the data centre detailed above providing redundant power and bandwidth the infrastructure itself makes use of high availability technologies such as clustering, network load balancing and auto failover. The following aspects of the infrastructure all benefit from built in redundancy and/or high availability technologies:

- Internal DNS services
- Application web serving
- Email dispatching
- Image serving and link click fulfilment
- Network connectivity
- SAN connectivity
- Domain Controller & access authentication
- Firewall
- Switches

Data Backups

Full SQL server databases are backed up to disk every night. These disk backups are also copied to tape every night. These nightly backups are performed on a weekly cycle.

SQL Server database transaction logs are backed up to disk every 30 minutes. These disk backups are also copied to tape every night. The 30 minute and nightly backups are performed on a weekly cycle.

File system data such as uploaded images and documents and all server operating systems are backed up to tape every night. These nightly backups are performed on a weekly cycle.

All tape backups are encrypted and stored within fireproof facilities within the data centre.

Alternative hosting facility

In addition to the data backups described above, the SQL Server transaction logs are copied to an alternative hosting facility where they are applied to a warm standby copy of the live databases. The alternative hosting facility is geographically remote from the primary data centre and provides a near live copy of the live database positions (within 1 hour of the latest transaction). The application



software is also available on servers within the alternative hosting facility and may be brought into service in the unlikely event of a full outage of the primary data centre.

The near live copy of the database also provides an alternative mechanism for recovering data than restoring from disk or tape backup. This would be applicable on a micro rather than macro basis such as when an individual table has been incorrectly deleted rather than a database file having become corrupt.

Testing

SQL log shipping is in place continuously and therefore testing of the restoration of the logs to the warm standby database is effectively an ongoing process.

Restoration of data from disk and tape is tested on a continual monthly basis.



System Security Operating Procedures

April 2011
Version 1.0

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1. Introduction

This security operating procedures document (SyOPs) describes the baseline procedures and instructions on how technical, procedural, connection-related and other protective controls are implemented on the Communicator® platform and associated Communicator Corp computer systems.

1.1 Scope

The text below provides the rules by which the Communicator® platform and associated Communicator Corp computer systems shall be operated. The rules define roles and responsibilities for personnel involved in the Communicator® platform and associated Communicator Corp computer systems. The security operating procedures are designed to assist in the efficient and effective operation of the Communicator® platform and associated Communicator Corp computer systems.

Failure to follow these procedures could lead to a breach of confidentiality (the restriction of information to only those authorised to receive it), integrity (the assurance that information has been created, amended or deleted only by the proper actions of authorised users) and availability (timely access to assets by authorised users). Departure from these SyOPs may lead to disciplinary action.

Comprehensive and on-going training and awareness programmes must be in place to ensure that these SyOPs are understood and adhered to by the relevant individuals. Regular audits will be conducted to ensure that the procedures are being followed.

2. Security Responsibilities

The safe and secure operation of the company is dependent upon individuals being responsible for ensuring the security of the company, and that “security tasks” are actually carried out. Failure to assign responsibility may mean tasks are neglected.

It is also important that security activities are accountable, and that an individual does not have so much authority that they can act without any oversight.

The key roles with security responsibility of the Communicator® platform and associated Communicator Corp computer systems are:

Role	Name and contact details
Accreditor	ProCheck
Managing Director	Chris Wilds
Head of Technology	Jonathan Prest
Lead Systems Administrator	Marcus Dempsey

The Managing Director, or a nominated representative e.g. the Head of Technology has overall responsibility for the Communicator® platform and associated Communicator Corp computer systems and its security and is to ensure that:

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- ⑤ the contractually required level of security and availability are maintained;
- ⑤ Communicator Corp business continuity and disaster recovery strategies are satisfactory in light of the Communicator® platform and associated Communicator Corp computer systems;
- ⑤ responsibility within Communicator for the day to day secure operation of the Communicator® platform and associated Communicator Corp computer systems is devolved accordingly; the Head of Technology assumes operational control for Information Security
- ⑤ a data protection officer has been assigned for the Communicator® platform and associated Communicator Corp computer systems;
- ⑤ there is sufficient investigation of security incidents and liaison with the Accreditor;
- ⑤ Communicator Corp staff understand their security responsibilities, disciplinary procedures, acceptable usage policy and comply with their security responsibilities;
- ⑤ there is sufficient asset control in place within Communicator Corp;
- ⑤ staff and “workers” are appropriately vetted;
- ⑤ the physical security of the company’s office locations and data centres are sound;
- ⑤ staff and “workers” comply with the law in respect of office use;
- ⑤ computers, documents and media are labelled, handled, communicated, decommissioned and destroyed securely by staff and “workers.”

2.1 Authorised user responsibilities

Authorised users of the Communicator® platform and associated Communicator Corp computer systems are required to comply with the acceptable use policy [AUP]. It must be possible to determine that users have agreed to comply with the AUP.

Users are only to be granted access to the services, data and facilities that are necessary for their role.

2.2 Systems support staff

Individuals that support the Communicator® platform and associated Communicator Corp computer systems are to abide by the acceptable usage policy [AUP].

Systems support staff are to abide by the change control process for the company and before carrying out a request on behalf of an internal or external client, are to ensure that the request and client is genuine and that the request is bona fide.

3. Physical security

The Managing Director, or a nominated representative e.g. the Head of Technology is responsible for ensuring that the Communicator® platform and associated Communicator Corp computer systems are housed in a suitable secure and safe environment and that any mobile Communicator Corp systems that contain system data are appropriately protected with encryption.

The Managing Director, or a nominated representative e.g. the Head of Technology is to carry out periodic risk assessments as described in the assurance maintenance schedule in the Communicator® platform and associated Communicator Corp computer systems Risk Register and Risk Treatment Plan [RR].

The Managing Director, or a nominated representative e.g. the Head of Technology has ultimate control of the physical security of the premises that house the Communicator® platform and associated Communicator Corp computer systems, and is to ensure that there is sufficient power, cooling, cabling and fire protection for the Communicator® platform and associated Communicator Corp computer systems.

The following are the minimum controls that must be in place:

- ⑤ Physical access to the company's office locations and data centres must be limited to those that have a requirement for access.
- ⑤ The premises must have security to prevent intruders, such as a monitored intruder alarm.
- ⑤ Records must be kept of visitors.
- ⑤ All cleaners and ancillary staff must be pre-approved.
- ⑤ Computers must have the screens locked when they are not in use, and documents must be locked away when not in use.
- ⑤ External network links to Communicator Corp must be approved by The Managing Director, or a nominated representative e.g. the Head of Technology (modem links etc).
- ⑤ Business continuity plans must be tested in line with the assurance maintenance schedule or when there are substantial changes that may obsolete the existing plans.
- ⑤ Any log data, reports, or documents that contain extracts of data from the Communicator® platform and associated Communicator Corp computer systems shall be afforded appropriate protection.
- ⑤ Backups are to be verified, and the location of all backup data/media is to be tracked so that its whereabouts can be established.
- ⑤ Critical computers and equipment shall have their power provided by uninterruptable power supplies.
- ⑤ Any computer or system spares kept onsite shall be stored securely.
- ⑤ Any key combinations or alarm codes are to be changed at least every six months, or when they are suspected of being known by an individual that does not have the need to know.
- ⑤ Sufficient information shall be kept of the Communicator® platform and associated Communicator Corp computer systems to facilitate their rebuild in extremis, and to facilitate configuration checks, including checking cabling. Cabling is to be neat to facilitate visual inspection.

3.1 Office checks

Checks of physical office security are carried out as part of the annual data security and penetration testing audit.

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3.2 Visitor control

The following procedure is to be applied to visitors to Communicator Corp

- Visitor's identity must be established.
- Staff must be instructed how to deal with visitors.
- Visitors must be "signed in" and "signed out" so that it can be ensured that they have left the premises at the end of the day. Staff must be aware of how to safely search the premises for intruders etc.
- Visitors are not to be allowed to connect their computers to the Communicator LAN.

3.3 Receipt of incoming goods

The following controls shall be applied to the receipt of incoming goods:

- Incoming material shall be registered.
- Incoming material shall be held in a holding area whilst it is being inspected.

3.4 Asset management

Asset management shall be conducted in line with good industry practice and shall include a list of hardware, installed software, operating systems, custom code and utilities, including where applicable:

- Item Identifier (name or part number);
- Version;
- Serial number;
- Date of installation;
- Location of any relevant documentation or configuration information;
- Licence details;
- Location;
- Salient change history.

3.5 Computer room access

Access to computer and communications rooms is to be limited to individuals that have a need to be in there. The Head of Technology has authority to authorise access and maintains a list of individual that are approved.

3.6 Keys and locks

Keys must be kept secure, and not on desks, or hidden on desks. Any combination locks used must have the combination changed twice a year, or whenever it is suspected that an unauthorised person knows the combination.

3.7 Maintenance

The identity of maintenance engineers shall be established when they arrive. Maintenance of the Communicator® platform and associated Communicator Corp computer systems is not permitted unless it has been approved by The Managing Director, or a nominated representative e.g. the Head of Technology as described in the change control process.

Maintenance engineers are to be supervised as directed by The Managing Director, or a nominated representative e.g. the Head of Technology.

If maintenance activities are expected to affect the security of the Communicator® platform and associated Communicator Corp computer systems, the Accreditor must be consulted beforehand.

Should there be any doubt about the identity of maintenance engineers, their company shall be contacted on a known telephone number for the company to verify that the engineer is bona fide. Computer systems hardware are not allowed to be removed by engineers unless approved by The Managing Director, or a nominated representative e.g. the Head of Technology.

A log is to be maintained of maintenance work carried on the Communicator® platform and associated Communicator Corp computer systems, and the quality of work is to be checked.

Changes are to be tested before they are enacted on the live Communicator® platform and associated Communicator Corp computer systems in accordance with the change control process.

Where maintenance requires the removal of any computer systems equipment, The Managing Director, or a nominated representative e.g. the Head of Technology is required to authorise the removal, and in conjunction with the Head of Technology is to ensure that there is no sensitive data in the equipment.

3.8 Repairs and replacements

Repairs and replacements are to comply with the Communicator Corp change control process.

Where equipment requires replacement or replacement items, the Head of Technology is to ensure that:

- the items are new or manufacturer approved refurbished parts;
- the items are genuine manufacturer parts and not counterfeit;
- the items have not been tampered with.

The Head of Technology is to ensure that the replaced items do not contain any sensitive data before being disposed of by following the Communicator Corp asset disposal process. The asset register is to be immediately updated to reflect the change.

3.9 Cleaners and ancillary staff

All cleaners and ancillary staff are to be pre-approved and vetted in a manner appropriate for the level of access they have to sensitive material in the office. Where temporary or agency workers are used, these are to be supervised until they have been appropriately vetted.

4. Logical Security

The Managing Director, or a nominated representative e.g. the Head of Technology is responsible for ensuring that access to support and administer the Communicator® platform and associated Communicator Corp computer systems is only conducted by individuals with appropriate vetting.

Each person carrying out such system administration activities is to have a unique username on the Communicator Corp computer systems to ensure that their activities are accountable.

4.1 Passwords

- Passwords must be at least 8 characters long;
- Admin password must be at least 12 characters long;
- Service account passwords must be at least 30 characters long;
- Passwords must be changed at least every 90 days;
- If possible, the system should enforce strong passwords by preventing the use of simple dictionary words etc;
- User accounts should lock out after the 5th unsuccessful logon;
- Authentication attempts should be logged by the system;

For business continuity, administrative passwords can be written down, and then sealed in an envelope, with the flap signed across and then sealed with tape – and then securely locked away.

Passwords must not be coded into scripts, batch files or other code as they can often be easily read. If necessary passwords can be typed in at the console on application start up.

4.2 Configuration control

The Head of Technology is to maintain a list of installed software on each server including custom applications (part of the asset list). This list is to be treated as a sensitive asset, kept contemporary and protected from loss.

Changes are to be controlled as documented in the change control process.

Changes should not be permitted to the Communicator® platform and associated Communicator Corp computer systems, unless it is clear how to roll back the change.

4.3 Protection against malicious code

The Head of Technology is responsible for ensuring that updates to antivirus are installed on all computers within at least a week of their receipt.

The antivirus must be configured such that:

- All files are scanned;
- Items on removable media are automatically scanned on insertion;
- Files that are infected cannot be launched or opened until they have been cleared;
- Compressed and archived files are scanned;
- Behaviour based, or heuristic scanning is configured to look for “virus like” behaviour
- Web traffic, email, instant messaging are to be scanned;
- Detection of a virus is to raise an alert to the Head of Technology so it can be appropriately responded to.

4.4 Source code control

Vendor (installation) disks and any source code used must be kept safe and secure, and protected from environmental degradation and damage. Consideration needs to be given as to how these disks can be accessed in the event of a disaster recovery situation.

4.5 Operating System security

Systems are to be secured using standard templates that strike the balance between security and operability. Systems should have unnecessary and insecure services disabled, and file permissions should be set on system areas to prevent unauthorised access or modification.

4.6 Privilege Management

Communicator Corp is to maintain a list of their users and the level of privilege they have. This list needs to be updated at least every 6 months including a review of the access that staff have.

4.7 Clock synchronisation

The Head of Technology is responsible for ensuring that the system clocks of all Communicator® platform and associated Communicator Corp computer systems and network components are synchronised.

4.8 System management facilities

Automated tools for managing systems offer a range of powerful features that if abused could compromise security. It is therefore important that their use and access to them is secured and safe, especially where these can perform automated tasks such as software updates.

The Head of Technology is to review such facilities at least every 12 months to ensure that their configuration remains secure, and that only authorised individuals have access to them, and that they are functioning as expected.

5. Media and document security

The impact of the loss of Communicator Corp or client data can be out of proportion of its apparent value and can cause considerable harm to either. It is therefore important to ensure that media and documents are not lost. The more items of mobile media that are used, the greater the risk of their loss.

Detailed guidance is given in the handling and identifying of sensitive data in the Employee Security Handbook. Notwithstanding this the following measures are required:

- ⑤ All media must display a label reflecting the most sensitive (highest classification) of the data on it.
- ⑤ Where the risk of loss or unauthorised disclosure is high, then the movement of media is to be tracked.
- ⑤ All media shall be stored in accordance with manufacturers' guidelines.
- ⑤ Information whether in paper format, computer disk or removable media must be securely erased or destroyed when no longer required in accordance with the Media Disposal Policy.

6. Accounting and audit

The security of the Communicator® platform and associated Communicator Corp computer systems will be supported through the employment of a process of system accounting and audit.

The Infrastructure team within the Technology department are to review the outputs from the automated audit regime on a weekly basis and to manually check any suspected security incidents and if necessary engage the assistance of the Head of Technology.

The Head of Technology is to report on security incidents within the monthly board and senior management meetings. The report should contain, at least, details of any failures of security mechanisms, attempts to bypass security, hardware and software failures, virus incidents, antivirus failures, gaps in log files, unexpected reboots etc.

7. Incident response

The incident response process is described in the Communicator Corp Incident Response document.

8. Service reliability

The Managing Director, or a nominated representative e.g. the Head of Technology is responsible for ensuring that the Communicator® platform and associated Communicator Corp computer systems meets the contractual availability requirements and that the following controls are implemented:

- All critical components will be physically secured;
- All communications cabling will be labelled to allow easy inspection;
- Adequate spares will be available to support the contracted availability for the system;
- Sufficient backups of computer systems and their data are kept securely offsite;
- Sufficient business continuity planning takes place;
- Sufficient services such as power are in place for the system;
- All operations that will result in reconfiguration of the system are auditable;
- Sufficient monitoring will be in place to alert on security or system issues.



**CORPORATE PROCUREMENT UNIT
FORM OF TENDER
E-MARKETING SYSTEM
SMC6984**

IMPORTANT:

Please complete this document by entering your responses in the spaces provided and save it with the filename "Organisation Form of Tender.doc", with the word "Organisation" being replaced by the name of your organisation.

Please then re-attach your completed document to your ITT Reply on the e-tendering portal as an ITT Reply File Attachment.

Please do not return this document as a message attachment.

SUBMITTED BY:	Christopher Attewell
COMPANY NAME:	Communicator Corp
COMPANY ADDRESS:	Chase House, Mandarin Way, Rainton Business Park, DH4 5RA
DATE:	19/07/2011
YOUR REFERENCE:	BL / ITT



CORPORATE PROCUREMENT UNIT

FORM OF TENDER

E-MARKETING SYSTEM

SMC6984

1. This Company has **EXAMINED**:

- 1.1. The online Invitation to Tender published 18 July 2011;
- 1.2. The Instructions to Tenderers, Conditions of Contract, Specification and all other documents attached therewith or referred to therein;
- 1.3. The location for the performance of the required Services and made all enquiries and investigations in regard thereto.

2. Now this Company hereby **OFFERS** to undertake the required Service at the fixed rates set out in Appendix 1 (Pricing Schedule) hereto.

3. This Company **UNDERTAKES**:

- 3.1. To provide the required Services in all respects in conformity with the aforementioned documentation;
- 3.2. To the complete satisfaction of the British Library;
- 3.3. Notwithstanding the intended programme to hold this tender open for your acceptance for a period of 90 days from the tender return date.

4. This Company **UNDERSTANDS** that the British Library:

- 4.1. Will not pay any expenses or reimburse any losses or costs arising out of this company's preparation and submission of a tender;
- 4.2. Shall not be obliged to accept the lowest, or any, tender received;
- 4.3. Intends to publish, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the Contract in its entirety to the general public;
- 4.4. That the Library's requirements together with the successful Tenderer's final accepted response and the British Library's Terms & Conditions will form the Contract;

5. This Company **DECLARES** that:

- 5.1. This is a bona fide competitive tender;
- 5.2. The tendered price and rates are given exclusive of V.A.T. and will remain **FIRM AND FIXED** for the Contract Term.
- 5.3. It has not fixed or adjusted the amount of the tender by arrangement with any other Tenderer(s);
- 5.4. It has not communicated to any other persons (and will not do so before the tender closing date) the amount or approximate amount of this tender.

COMPLETED BY: Christopher Attewell

DATE: 19/07/2011

BEING DULY AUTHORISED TO SUBMIT TENDERS ON BEHALF OF

COMPANY: Communicator Corp



CORPORATE PROCUREMENT UNIT
FORM OF TENDER
E-MARKETING SYSTEM
SMC6984

APPENDIX 1

PRICING SCHEDULE

PLEASE INSERT A FULL BREAKDOWN OF ALL COSTS ASSOCIATED WITH THE SUCCESSFUL DELIVERY OF A SYSTEM THAT MEETS ALL THE MANDATORY REQUIREMENTS SET OUT IN THE ATTACHED REQUIREMENTS DOCUMENT.

ALL PREFERABLE/DESIRABLE REQUIREMENTS SHOULD BE OFFERED AS OPTIONS

ITEMISE YOUR COSTS IN AS MUCH DETAIL AS POSSIBLE TO INCLUDE:-

1. ANNUAL LICENSING COSTS

£1,650 – Monthly subscription Fee

Includes:

- Unlimited support calls
- A dedicated Account Manager
- Up to 30 user licences
- 10 Email Content Checks per month
- Up to 300,000 email sends per month
- Unlimited database size
- API access

Hosted Middleware maintenance fee - £250 per month

2. CRM INTEGRATION AND IMPLEMENTATION COSTS

Account Implementation - £1,750

Includes:

- Data setup (creation of tables / fields, data import, creation of Mailing Lists)
- Setup of 1 x private sending domain
- Setup of automated campaigns
- Project management by dedicated Implementation Consultant

Integration via Hosted Middleware - £2,500

Includes:

- Setup and configuration of middleware

3. TRAINING AND SUPPORT COSTS

Level 1 training session - £500 online / £950 onsite

Basic platform training session for up to 6 people, covering User Interface, Data (contact tables, mailing lists, subscriptions, imports and basic filters), Messages (template import, email creation, content checks), Dispatching & Reports

Level 2 training session - £500 online / £950 onsite

Advanced platform training session for up to 6 people, covering advanced features such as Relational data structure, Data capture and organic growth tools & Advanced and behavioural filtering



CORPORATE PROCUREMENT UNIT

FORM OF TENDER

E-MARKETING SYSTEM

SMC6984

Training package - £750 online / £1,500 onsite

Level 1 and Level 2 training session for up to 6 people

Support costs – included in Monthly subscription fee

4. OTHER COSTS

OPTIONAL COSTS:

Text messaging – 7.5p per message sent

HTML Template creation (multi-placeholder) - £850

HTML Template creation (single placeholder) - £500

Sub-account - £350

Additional private sending domain - £500

Mailbox Monitor - £250 setup fee / £200 per month for 15 checks per month

Additional User Licences - £30 per month per licence

Additional Content Checks - £10 each



CORPORATE PROCUREMENT UNIT
FORM OF TENDER
E-MARKETING SYSTEM
SMC6984

APPENDIX 2

INSURANCE DETAILS

PUBLIC LIABILITY

NOTE: THE LIMIT OF LIABILITY MINIMUM REQUIREMENT IS £5,000,000.00 'ANY ONE INCIDENT'

Name and Address of Insurers/Brokers	Limit of indemnity 'any one incident'	Policy Number	Expiry date
Giles Insurance Brokers, Finchdale house, Durham, DH1 1TW	£5,000,000	CV664184	30/03/2012

PROFESSIONAL INDEMNITY

NOTE: THE LIMIT OF LIABILITY MINIMUM REQUIREMENT IS £500,000.00 'ANY ONE INCIDENT'

Name and Address of Insurers/Brokers	Limit of indemnity 'any one incident'	Policy Number	Expiry date
Giles Insurance Brokers, Finchdale house, Durham, DH1 1TW	£5,000,000	CV664184	30/03/2012

EMPLOYERS LIABILITY COMPULSORY INSURANCE (ELCI)

NOTE: THE LIMIT OF LIABILITY MINIMUM REQUIREMENT IS £5,000,000.00 'ANY ONE INCIDENT'

Name and Address of Insurers/Brokers	Limit of indemnity 'any one incident'	Policy Number	Expiry date
Giles Insurance Brokers, Finchdale house, Durham, DH1 1TW	£10,000,000	CV664184	30/03/2012

NOTE: You must attach a digital copy of your ELCI policy, together with a digital copy of the Certificate of Insurance that you are required to display in the workplace under the Employers' Liability (Compulsory Insurance) Regulations with your tender. These digital copies may be either provided by your insurers or scanned by you. In any case they should be provided in Adobe Acrobat PDF format or in a standard digital image format (e.g. BMP, TIFF and JPEG).

If you do not correctly attach these documents, we may not be able to consider further your tender submission.

In the event that you are awarded this Contract and any of your insurance policies are due for renewal during the course of the Contract period, then you must submit documentary evidence of the renewal of your policies to the relevant Procurement Officer as soon as possible.



CORPORATE PROCUREMENT UNIT

FORM OF TENDER

E-MARKETING SYSTEM

SMC6984

COMPLETED BY: Christopher Attewell

DATE: 16/08/2011

BEING DULY AUTHORISED TO SUBMIT TENDERS ON BEHALF OF

COMPANY: Communicator Corp



**CORPORATE PROCUREMENT UNIT
FORM OF TENDER
E-MARKETING SYSTEM
SMC6984**

APPENDIX 3

PAYMENT METHOD

The British Library's current & only payment method is via BACS (Bankers Automated Clearing Services). This is a more efficient means of ensuring prompt payment to you, as funds are paid directly into your bank account. You will receive a detailed remittance advice when payment is made, and any Bank charges are borne by the library.

NOTE: Should you be awarded a contract as a consequence of this tender exercise, we will be unable to raise an order to you and/or pay your invoice until the details below are provided.

BANK NAME AND BRANCH:	Natwest, Fawcett Street, Sunderland
ACCOUNT NAME:	The Communicator Corporation
ACCOUNT NUMBER:	67518915
SORT CODE:	55-61-11
COMPANY NAME:	Communicator Corp
POSITION WITHIN COMPANY:	Business Development Manager

PURCHASING ADDRESS		PAYMENT ADDRESS (IF DIFFERENT)	
Chase House Mandarin Way Rainton Business Park Durham DH4 5RA		As Purchasing Address	
TEL	0844 870 8971	TEL	
FAX	0844 870 8972	FAX	
EMAIL		EMAIL FOR REMITTANCE ADVICE NOTIFICATION	
creditcontrol@communicatorcorp.com			

Christopher Attewell
Communicator Corp
Chase House
Mandarin Way
Rainton
Business Park,
DH4 5RA

7 October 2011

Dear Christopher

CONTRACT AWARD LETTER FOR: E-MARKETING SYSTEM

CONTRACT REFERENCE NUMBER: SMC6984

PURCHASE ORDER NUMBER: 43291

LENGTH OF CONTRACT:

IMPLEMENTATION/INTEGRATION: WORK TO START IMMEDIATELY AND BE COMPLETED BY 31 MARCH 2012

E MARKETING SERVICE: TWO YEARS, SUBJECT TO AN ANNUAL PERFORMANCE REVIEW, STARTING ON 1 APRIL 2012 AND TERMINATING ON THE 31 MARCH 2014

I am pleased to inform you that your recent tender for the above contract has been accepted at the fixed price rates listed in Appendix 1 hereto and as set out in the Communicator Corp Form of Tender dated 19 August 2011 and associated tender documentation.

The Conditions of Contract which you agreed when you signed the Form of Tender have become binding with regard to the provision of the above Services only. Please note that no other terms or conditions of business are acceptable; any pre-printed conditions on your stationery must be deleted and the deletion signed by you.

The schedule of Contract documents is set out in Appendix 2 hereto.

The British Library Representative for this Contract is Sophie Villiers, e-Marketing Coordinator, British Library, St Pancras, 96 Euston Rd, London, NW1 2DB . Please liaise as soon as possible with Sophie on telephone no 020 7412 7309 regarding commencement and programme details.

All invoices must bear Purchase Order Number 43291 and are to be submitted to Accounts Payable,
The British Library, Boston Spa, Wetherby, West Yorkshire, LS23 7BQ or emailed to accounts-payable@bl.uk

An acknowledgement of Contract Award Letter is enclosed; please complete this and return it as indicated.

Yours sincerely



Andrew Kemp
Senior eTendering and Contracts Officer
andy.kemp@bl.uk

APPENDIX 1

PRICING SCHEDULE

1. CRM INTEGRATION AND IMPLEMENTATION COSTS

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Includes:

- Data setup (creation of tables / fields, data import, creation of Mailing Lists)
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- Setup of automated campaigns
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Includes:

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Level 2 training session - £500 online / £950 onsite

Advanced platform training session for up to 6 people, covering advanced features such as Relational data structure, Data capture and organic growth tools & Advanced and behavioural filtering

Training package - £750 online / £1,500 onsite

Level 1 and Level 2 training session for up to 6 people

3. ANNUAL LICENSING COSTS

£1,650 – Monthly subscription Fee

Includes:

- Unlimited support calls
- A dedicated Account Manager
- Up to 30 user licences
- 10 Email Content Checks per month
- Up to 300,000 email sends per month
- Unlimited database size
- API access

£0.008 charged per message in excess of the monthly allowance of 300,000

Hosted Middleware maintenance fee - £250 per month

4. OPTIONAL COSTS

Text messaging – 7.5p per message sent

HTML Template creation (multi-placeholder) - £850

HTML Template creation (single placeholder) - £500

Sub-account - £350

Additional private sending domain - £500

Mailbox Monitor - £250 setup fee / £200 per month for 15 checks per month

Additional User Licences - £30 per month per licence

Additional Content Checks - £10 each

Amendments to existing templates - £90 per hour

APPENDIX 2

SCHEDULE OF CONTRACT DOCUMENTS

All documents relating to this tender are available at <https://bl.bravosolution.co.uk/>

1. Invitation to Tender documents dated 18 July 2011 from the British Library to Communicator Corp.
2. Mid Tender Note 1 – 6 from the British Library to Communicator Corp sent between 1 August 2011 – 17 August 2011.
3. Tender document (including completed Form of Tender) dated 19 August 2011 from Communicator Corp to the British Library.
4. SMC6984 E-Marketing system – Tender Query email sent on 25 August 2011 from the British Library to Communicator Corp.
5. Communicator Corp reply to this email sent on 25 August 2011.
6. SMC6984 Post Tender Note 1 sent on the 6 October 2011 from the British Library to Communicator Corp.
7. Communicator Corp reply to Post Tender Note 1 sent on the 6 October 2011.
8. This award letter dated 7 October 2011, and attached acknowledgement.