

Service Description

SWITCHcast

Version 1.4
Valid as of 1.1.2018

1. Definitions

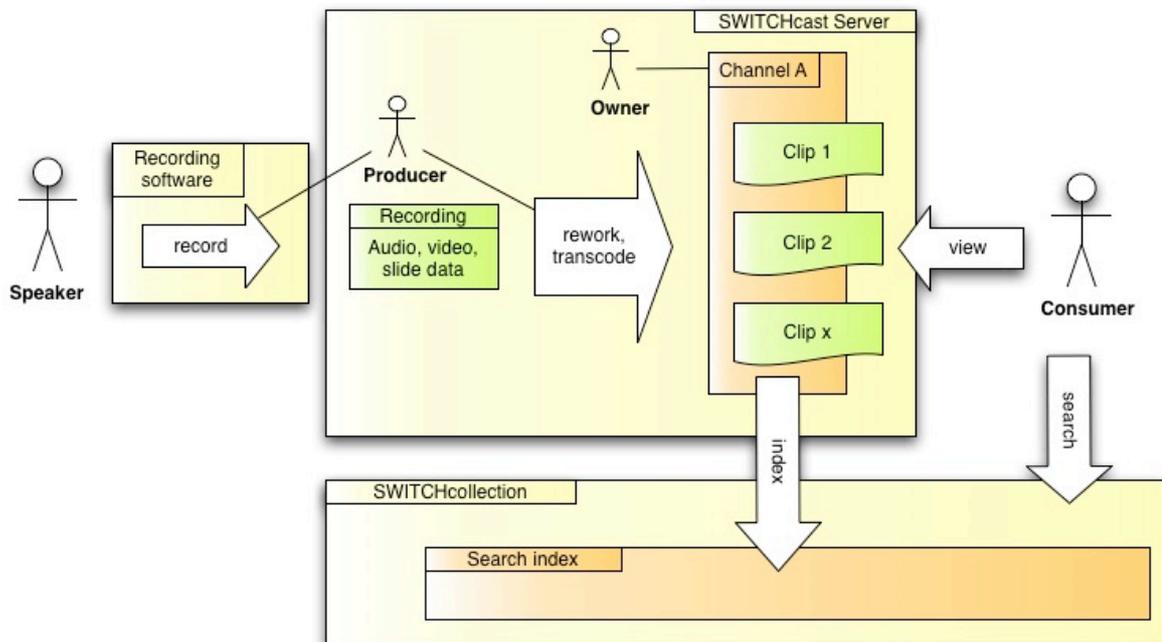
Serie	Thematically related recordings of a series of lectures, an event or a conference are all saved together in an individual serie. The access rights for the consumption of the recordings in a serie are specified by the owner at serie level.
Event	An event is a recording that has been suitably prepared for consumption. Each event is allocated to a serie. The event is made available to consumers in the media formats specified in the serie. The access rights are specified at serie level.
End user	These are members of the organisations, and particularly employees and students, using a SWITCH service indirectly via the organisations, especially in the role of serie owner, producer or consumer.
Consumption	Reproduction of the event in different media formats.
Consumer	Observer of published events.
Media formats	Video formats made available for consumption
Organisation	An organisation belonging to the SWITCH Community.
Owner	Someone who opens a serie and is responsible for its contents.
Production	Production takes in the following activities: the recording of a lecture, an event or a conference, the transfer of the recording to the SWITCHcast server, the reworking of the recording and its transcoding into the different media formats.
Producer	Specialist who is in a position to make audio/video recordings and to rework these.
Recording	Digital recording of a lecture or a contribution to an event, together with the corresponding result. The audio, video and/or slide data of the speaker is recorded.
Software	The software made available by SWITCH, comprising, in particular, the SWITCHcast recorder (recording software), the cutting tool and the video player, etc.
SWITCH Community	The organisations connected up to SWITCH from the education and research field.

2. Overview

SWITCHcast (hereinafter also called “Service”) allows digital *recordings* to be made of a series of lectures or an event (presentations, video messages, specialist conferences, meetings, workshops, etc.)/(*production*), for subsequent playback (*consumption*) from a central server in different *media formats*. SWITCHcast is available to educational and research organisations connected up to SWITCH, and their authorised users.

3. Mode of operation and components of SWITCHcast

3.1. Overview



3.2. Production

3.2.1. Recording

Using recording software (*software*) programmed by SWITCH or a dedicated recording station (<https://help.switch.ch/cast/recording/>), the *producer* is able to record a speaker's video, audio and/or slide data on the spot (e.g. in the lecture theatre or at the meeting venue). Once the *recording* is complete, this data is transferred to a *serie* in the SWITCHcast server.

The *producer* can also transfer *recordings* made with its own software to the SWITCHcast server. To do this, he must observe the SWITCHcast video import formats.

If necessary, the *recording* can be reworked before being made available for *consumption* (see Paragraph 3.2.7).

3.2.2. Software and technical requirements for the recording

The SWITCH recording software is made available for *end users* to download and use.

For suggested software or hardware appliances, please have a look at <https://help.switch.ch/cast/recording/>

3.2.3. Series

The *recordings* can be stored in the *series*. SWITCHaai-authenticated *end users* (subsequently "*owners*") are authorised to open *series* on the SWITCHcast server. Opening a *serie* includes the entitlement to store *events* there. Any number of *events* from a series of lectures or from an event can be stored on a *serie*.

3.2.4. Owner

The *end user* who opens a *serie* is the *owner* of this *serie*.

An *owner* has the following means available to them for administering their *series*:

- Administration (setup, modification and deletion) of access rights.
- Specification of the graphic layout during setup.
- Administration (production, saving and deletion) of contents in the *serie*.
- Addition of further persons with an owner entitlement.
- The invoice will normally be sent to the IT service of the organisation to which the *serie* owner belongs. The *owner* can also define a different billing address within the organisation to which they belong.

3.2.5. Layout and SWITCH logo

The layout of the *events* can be freely configured for each *serie*.

The SWITCH logo may only be used as follows in the footer: "enabled by SWITCH". The SWITCH logo is protected by trademark law and any use of the logo going beyond that specified in Paragraph 3.2.5 is forbidden without the prior express written consent of SWITCH.

3.2.6. Authorisations and access protection

Access to the SWITCHcast server is protected by SWITCHaai. This applies to all production activities. When a *serie* is opened, the *owner* is granted the access rights for *production* and reworking. When it comes to *consumption*, the *owner* can choose between the following different access options at the time they open the *serie*:

Public	Public, all internet users
Public hidden	Public only to users who knows the URL
Federation	All <i>end users</i> from the <i>SWITCH Community</i> (an AAI account is necessary)
Organisation	All <i>end users</i> of the <i>owner's</i> organisation (an AAI account is necessary)
Private	<i>Owner</i> and <i>producer</i>
External Authority	The <i>organisation</i> takes charge of access regulation itself. (Moodle, Ilias, OLAT)

3.2.7. Reworking and media formats

After events have been transferred to the SWITCHcast server, the *events* can be reworked and cut using the SWITCH *software*. The *event* can be made available for *consumption* as a stream or can be downloaded as mp4 media.

3.2.8. Test series

SWITCHcast can be tested with its full range of functions for a period of eight weeks as of the opening of the test serie. Test series can be converted into an active *serie*, for which a charge is payable, by submitting an appropriate request to the SWITCH helpdesk. Otherwise, the serie plus its contents will be deleted once the eight weeks have expired. For the rest, test series and their use are subject to the same conditions as for active *series*.

3.3. Consumption

The *consumer* can either download or stream the *events* as a function of the *media format*. In the first case, the *event* is downloaded from the SWITCHcast server and can then be consumed at any desired time and location on a computer or a multimedia player with video capability. These units must be in a position to play the downloadable *media*. A stream can only be watched via an internet connection using the SWITCH video player software.

Publication of the access points for the *consumption* of *series* and their *events* is either performed statically via the distribution of URLs (website, e-mail) or dynamically with the aid of lists (RSS feeds, etc.) which the *consumer* configures in their web browser or in iTunes, etc.

4. Contact information (SWITCHcast server and helpdesk)

The SWITCHcast server can be reached under <http://www.switch.ch/cast>.

Details of the helpdesk are published on the SWITCH website.
<https://cast.switch.ch/contact>

5. Registration of use and billing

5.1. Registration of use

SWITCH registers use by *end users* in anonymous form. Where possible, this is done on the basis of each individual *organisation*.

5.2. Billing

Invoices are sent to the *organisation* to which the corresponding *owners* of *series* belong. They are sent out four times a year to the address of the *organisation's* IT department or to an address within the *organisation* specified by the *owner* of the *serie*.

5.3. Prices

The prices and discount levels are set out in the current SWITCH price list in each case.

6. Legal conditions of use

6.1. Applicable provisions

The use of SWITCHcast by the *end user* is governed by the SWITCH **Service Regulations of 20 November 2008** and this **Service Description for SWITCHcast** in their valid versions in each case. These are permanently available on the SWITCH website. If the *owner* of the *serie* has also agreed to its use in SWITCHtube, the corresponding Service Description for SWITCHtube will similarly apply.

The **price list** valid at the time in question applies between SWITCH and the *organisation* (with the **service features** of the individual services). In the event of a contradiction, the Regulations take precedence over the Price Lists, and the Price Lists and the Regulations take precedence over Service Descriptions.

SWITCH is entitled to adapt the Service Description at any time. Any modification of the Service Description will be notified to the *organisations* and *end users* in an appropriate form.

In the event of contradictions between the Service Descriptions, the more recent Service Description will take precedence over the older one.

6.2. Software licence

The *software* has been developed and programmed by SWITCH. The *end user* has the exclusive and non-transferable right to download and use the *software* in accordance with the provisions of this Service Description. *End users* may not offer the *software* to third parties, either by selling it or by other routes involving payment, nor may they make it available to third parties for them to use, on either a temporary or a permanent basis. The right to use, reproduce and modify the *software* is limited exclusively to use for purposes connected with education and research. The *end user* holds full liability for damage resulting from the violation of this Paragraph, independently of Paragraph 6.7.

SWITCH reserves the right to carry out checks to ensure that the licence conditions are not being violated. The *organisations* must allow these checks to be conducted and must assist SWITCH in carrying them out, to the extent necessary. In the event of gross or persistent violations of the applicable conditions listed in Paragraph 6.1, the licence rights to the *software* can be withdrawn with immediate effect from the *end users* in question.

6.3. Copyright and other property rights

The *owner* of an individual *serie* is responsible for ensuring that the works and data stored in it that are subject to copyright or other property rights may be used and, in particular, distributed by SWITCH in the context of SWITCHcast. That means that, in the case of an *organisation's* own contents, the *owner* of the *serie* in question must obtain, in advance, the necessary consent for a Creative Commons Licence vis-à-vis SWITCH (see under <http://creativecommons.org/licenses/>) from the author/presenter/holder of the rights, and said

person must also have agreed, in advance, to SWITCH using the contents free of charge in the framework of SWITCHcast.

In the case of third-party contents, the *owner* of the *serie* is responsible for ensuring that SWITCH is entitled to distribute the contents. The *organisation* must pay any copyright royalties to the competent copyright-royalties collection organisation or the author. SWITCH is entitled to request corresponding written proof from the *owner* of a *serie*.

The extent to which the *end user* is entitled to use protected works and data, e.g. is authorised to copy, pass on and/or edit data downloaded from the *serie* must be agreed on, by the *owner* of the *serie*, with the author/holder of the rights and, wherever possible, should be notified to the *end users* through the corresponding information in the *serie* or prior to the start of each *event*.

The licences selected for SWITCHcast vis-à-vis the *end users* and the licence vis-à-vis SWITCH similarly apply for SWITCHtube, insofar as the holder permits a search in SWITCHtube and nothing is specified to the contrary in the Service Description for SWITCHtube. The search and the search results in SWITCHtube are publicly accessible.

6.4. Data privacy and protection of personal rights

The holder of an individual *serie* is responsible for ensuring that the personal data stored therein may be used within the context of the SWITCHcast Service. This means that the *owner* of the *serie* concerned must, where necessary, obtain the consent of the persons in question beforehand, whereby personal data is understood as all information pertaining to a specific or identifiable person.

The extent to which personal data is permitted to be edited, i.e. the entitlement to pass on data downloaded from the *serie* to third parties, is to be agreed on with the person in question and notified to the *end users* through corresponding information in the *serie*. The *organisations* are responsible for placing their *end users* under a binding obligation to observe the corresponding conditions relating to the editing of personal data.

6.5. Inadmissible use of the service

Paragraph 3.1 of the Service Regulations of 20 November 2008 applies in respect of inadmissible use of the service.

The *organisations* to which the guilty *owners* and/or *end users* of the SWITCHcast Service belong can be held responsible or fully liable for all damage caused to SWITCH or third parties through the inadmissible use of the Service by their *owners* and/or *end users*.

The first time they are requested to do so by SWITCH, the *owner* of a *serie* and the *organisation* to which they belong will be obliged, at their own expense, to ward off claims that third parties lodge against SWITCH on account of the violation of copyright, or other property rights and/or data protection legislation. The *owner* of the *serie* and the *organisation* to which they belong are jointly liable for the costs, licence fees and/or compensation obligations im-

posed on SWITCH by a court or through an amicable agreement, insofar as SWITCH informs the *owner* and their *organisation* in writing of the claim that has been lodged against it and has authorised them to conduct and settle the legal dispute in the framework of the applicable process law, including, in particular, through a court or out-of-court compromise agreement.

SWITCH retains the right, in the event of a founded suspicion that the SWITCHcast service is being used unlawfully or contrary to the terms of the contract, as specified in this paragraph, to immediately delete – without prior notification of the *end users* or *organisations* in question – the data concerned (e.g. pirate copies, illegal contents) and/or to interrupt the *end users'* access to the *serie* in question, without the *end users* or the *organisation* in question being able to claim compensation.

End users and their *organisations* are obliged to assist SWITCH in clarifying incidents of inadmissible use, statutory offences that have been committed, and other cases of damage.

6.6. Guarantee

The guarantee is governed in particular by Paragraph 7.1 of the Service Regulations of 20 November 2008.

The SWITCHcast service is generally available on a 24/7 basis for the *organisations* to use, subject to malfunctions which impair the SWITCHcast service. SWITCH undertakes to initiate or implement measures for rectifying malfunctions in the SWITCHcast service within the standard working hours at SWITCH. The helpdesk is available for rectifying malfunctions during the times indicated on the SWITCH website (see Paragraph 4 of this Service Description). Depending on the urgency, SWITCH will also implement measures to maintain a good level of service outside these times, but does not commit itself to so doing.

It should be noted that the reformatting and placing of contents in the SWITCHcast database can take some time. SWITCH expressly does not guarantee any service levels, and the service targets defined by the governing board of the Foundation apply.

6.7. SWITCH's liability

SWITCH's liability vis-à-vis the organisations is governed by Paragraph 7.2 of the Service Regulations of 20 November 2008.

Liability vis-à-vis end customers and third parties is excluded as far as is legally permitted.