Microsoft® Office 365 offered by BT
Annex to Service Schedule - Service Level Agreement

1. Definitions

Applicable Monthly Charge means the monthly rental charge payable by the Customer for the Service during the month in which a Service Credit is due.

Downtime means the total minutes in a month during which the aspects of a Service specified in the following table are unavailable, multiplied by the number of affected Users, excluding (i) Scheduled Downtime; and (ii) unavailability of a Service due to limitations described in paragraph 4.2 below.

Online Service	Qualifications of Downtime
Exchange Online Archiving	Any period of time when Users are unable to access the e-mail messages stored in their archive.
Exchange Online	Any period of time when Users are unable to send or receive email with Outlook Web Access.
Office Web Apps	Any period of time when Users are unable to use the Web Applications to view or edit an Office document stored on a SharePoint site for which they have appropriate permissions.
Live Meeting	Any period of time when Users cannot access or use their Live Meeting conference centre. Logged start and stop events will be used to measure interruptions and whether it was Service or user impacting.
Lync Online	Any period of time when Users are unable to see presence status, conduct instant messaging conversations, or initiate online meetings[1].
SharePoint Online	are unable to read or write any portion of a SharePoint site collection for which they have appropriate permissions.

[1] Online meeting functionality applicable only to Lync Plan 2 Service.

Incident means (i) any single event, or (ii) any set of events, that results in Downtime.

Scheduled Downtime means those periods when the Customer has been informed either by notice or by publishing the details of periods of Downtime related to network, hardware, or Service maintenance or upgrades prior to the commencement of such Downtime at: www.bt.com/business/help/servicestatus

Service refers to the on-line service(s) specified in paragraph 2.1 below.

Service Credit is the percentage of the Applicable Monthly Charge credited to the Customer following approval of the claim.

Service Level means the service level set out in this Annex.

User Minutes means the total number of minutes in a month multiplied by the total number of Users.

Virus means known malware, which includes viruses, worms, and Trojan horses.

2. Service Level Agreement

2.1 This Service Level Agreement applies to the following:

- Exchange Online Archiving
- Exchange Online
- Live Meeting

© British Telecommunications plc

- Lync Online
- Office Web App
- SharePoint Online

2.2 **Monthly Uptime Percentage**

The minimum Monthly Uptime Percentage for a Service is calculated by the following formula:

$$\frac{\text{User Minutes} - \text{Down-time}}{\text{User}} \times 100$$

If the Monthly Uptime Percentage falls below 99.9% for any given month, the Customer may be eligible for the following Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

3. Service Credit Claim.

3.1 In the event of failure to meet the minimum Monthly Uptime Percentage described above for a Service, the Customer may submit a claim to the BT Helpdesk for a Service Credit.

3.2 The claim must include:

(a) a detailed description of the Incident;

(b) information regarding the duration of the Downtime;

(c) the number and location(s) of affected Users; and

(d) details of attempts to resolve the Incident at the time of occurrence.

3.3 The claim (with all required information) must be received by the end of the calendar month following the month in which the Incident occurred. Claims received outside this time period will not be considered.

Example: if the Incident occurred on February 15th, the claim must be received by the BT Helpdesk by March 31st.

3.4 BT will evaluate the claim and make a good faith judgment on whether a Service Credit is due. BT aims to process claims within forty five (45) days of receipt.

3.5 Any Service Credit will be applied to the Customer's Applicable Monthly Charge.

4. Application of this Service Level Agreement

4.1 This Service Level Agreement only applies to the Services listed in paragraph 2.1 and does not apply to any service that is not expressly referred to in this Annex.

4.2 This Service Level Agreement and any applicable Service Levels do not apply if:

(a) someone, other than BT or its licensors, has caused the failure;

(b) BT reasonably asks for the Customer's help and the Customer does not provide it;

(c) the failure is caused by the Customer or the Customer's own equipment or third party hardware or software;

(d) the failure is due to matters beyond BT's reasonable control as set out in clause 9 of the Conditions;

(e) the failure is caused by the Customer's use of a Service after the Customer had been advised to modify its use of a Service, and such advice was not acted upon;

(f) the failure arises during a pre-release, beta or trial stage as determined by BT;

(g) any failure to meet the Service Level arising in any way from the Customer's unauthorised action or inaction or anyone gaining unauthorised access by means of the Customer's passwords or equipment; or

(h) any failure to meet the Service Level result arising in any way from the Customer's failure to adhere to any required configurations, use supported platforms, and follow any policies for acceptable use.

4.3 Service Credits are the exclusive remedy for any performance or availability issues for the Service under this Contract.

© British Telecommunications plc

4.4 This Service Level Agreement will not apply to any on-premise licensed software that is part of the Service.

5. Microsoft Office 365 for small businesses provided by BT (purchased as a suite)

For Services purchased as part of a suite, the Applicable Monthly Charges and Service Credit for each Service will be pro-rated.

6. Exceptions and Additional Terms for Exchange Online and Exchange Online Archiving

6.1 There is no Scheduled Downtime for these Services.

6.2 **Exchange Online**

The Customer may be eligible for Service Credits if BT fails to meet the Service Level specified below for:

- Virus Detection and Blocking,
- Spam Effectiveness, or
- False Positive.

If any one of the above three (3) Service Levels is not met, the Customer may submit a claim for a Service Credit. If one Incident causes a failure of more than one of the Services specified in paragraph 2.1 above, the Customer may only make one Service Credit claim for that Incident.

(a) Virus Detection and Blocking Service Level

(i) Virus Detection and Blocking is defined as the detection and blocking of Viruses by the filters to prevent infection. For classification of malware, please visit http://www.microsoft.com/technet/security/topics/serversecurity/avdind_2.mspx.

(ii) A Virus is considered known when a Forefront Online Protection for Exchange ("FOPE") virus scanning engine can detect the virus and the detection capability is available throughout the FOPE network.

(iii) The Virus must result from a non-purposeful infection.

(iv) The Virus must have been scanned by the FOPE virus filter.

(v) If FOPE delivers an email that is infected with a known Virus to the Customer, FOPE will notify the Customer and indicate steps to be taken by the Customer to identify and remove the Virus. If this results in the prevention of an infection, the Customer will not be eligible for a Service Credit under the Virus Detection and Blocking Service Level.

(vi) The Virus Detection and Blocking Service Level will not apply to:

1. forms of email abuse not classified as malware, such as spam, phishing and other scams, adware, and spyware. For classification of malware, please visit: http://www.microsoft.com/technet/security/topics/serversecurity/avdind_2.mspx.

2. corrupt, defective, truncated, or inactive viruses contained in non- delivery reports notifications, or bounced emails.

(vii) The Service Credit available for the Virus Detection and Blocking Service is: 25% Service Credit of Applicable Monthly Charges if an infection occurs in a calendar month, with a maximum of one claim allowed per calendar month.

(b) Spam Effectiveness Service Level

(i) Spam Effectiveness is defined as the percentage of inbound spam detected by the filtering system in a calendar month, measured in days.

(ii) Spam effectiveness estimates exclude false negatives to invalid mailboxes.

(iii) The spam message must be processed by the spam filtering service and not be corrupt, malformed, or truncated.

(iv) The Spam Effectiveness Service Level does not apply to email containing a majority of non-English content.

(v) The Customer acknowledges that classification of spam is subjective and accepts that BT will make a good faith estimation of the spam capture rate

© British Telecommunications plc

based on evidence supplied by the Customer.

(vi) The Service Credit available for the Spam Effectiveness Service is:

% of Calendar Month that Spam Effectiveness is below 98%	Service Credit
> 25%	25%
> 50%	50%
100%	100%

(c) <u>False Positive Service Level</u>

(i) False Positive is defined as the ratio of legitimate business email incorrectly identified as spam by the filtering system to all email processed by the Service in a calendar month.

(ii) Complete, original messages, including all headers, must be reported to the abuse team within five (5) calendar days of message delivery.

(iii) Applies to email sent to valid mailboxes only.

(iv) The Customer acknowledges that classification of false positives is subjective and understands that BT will make a good faith estimation of the false positive ratio based on evidence supplied by the Customer and which must be made available in a timely manner.

(v) This False Positive Service Level will not apply to:

1. bulk, personal, or pornographic email;

2. email containing a majority of non-English content;

3. email blocked by a policy rule, reputation filtering, or Simple Mail Transfer Protocol connection filtering;

4. email delivered to the junk folder.

(vi) The Service Credit available for the False Positive Service is:

False Positive Ratio in a Calendar Month	Service Credit
> 1:250,000	25%
> 1:10,000	50%
> 1:100	100%

© British Telecommunications plc