Service Schedule for Microsoft® Office 365 offered by BT

1. SERVICE DESCRIPTION

Service Overview

1.1 Microsoft® Office 365 offered by BT is a set of web-enabled tools that enables the Customer to access the Customer's email, documents, contacts, and calendars on almost any device. All third party trade mark rights are acknowledged.

1.2 The Service is available for organisations with 1-25 employees unless otherwise agreed.

1.3 The Service includes the following:

(a) email, calendar, and contacts;

(b) SharePoint Online;

(c) Office Web Apps;

(d) Lync Online.

1.4 The Customer must supply a Domain Name for use with the Service.

1.5 Further information including details of features, limitations, restrictions and notices is available at: http://business.bt.com/broadband-and-internet/internet-communication/business-email/ (or any other url that BT advises to the Customer). Breach of any limit or restriction may result in the rejection, deletion or loss of data. All Users must have the same licence type and an email account on the same custom domain in order to benefit from all the collaboration features of Microsoft® Office 365 offered by BT.

Access to the Service

1.6 In order to access the Service the Customer must ensure that its system meets the minimum requirements set out at http://business.bt.com/broadband-and-internet/internet-communication/business-email/ (or any other url that BT advises to the Customer).

1.7 This Contract does not include the provision of any service and / or device necessary to connect to the Service.

Service Start Date

1.8 The Service Start Date is the date BT advises the Customer the Service will be activated.

Minimum Period

1.9 The Service will have a Minimum Period of 12 months from the Service Start Date.

2. SERVICE LEVELS

Service Management

2.1 BT will perform routine system administration of the Service, including without limitation server, network and security monitoring.

Fault Monitoring

2.2 BT will provide fault monitoring of the Service 24 hours a day, 7 days a week.

BT Helpdesk

2.3 The BT Helpdesk provides first line support to the Customer and is available 24 hours a day, 7 days a week for fault reporting and enquiries.

2.4 The contact details for the BT Helpdesk will be set out on bt.com at http://www.bt.com/business/contactus (or any other url that BT advises to the Customer). Charges for calls to the BT Helpdesk are at the rates specified in the Charges Schedule.

Online Support

2.5 In addition to the BT Helpdesk detailed in paragraph 2.3 above, BT will provide the following online services to the Users:

(a) 'Help & Support' which will provide Users with online help on configuration, usage and troubleshooting problems;

(b) 'Your Account' will allow the Admin User to manage Mailboxes and passwords and other Users to manage passwords.

2.6 BT and its licensors are not responsible for providing any other support, whether technical or otherwise, in respect of the Service.

Service Availability

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2.7 The Service is scheduled to be available 24 hours per day, 7 days a week. Subject to paragraph 2.13, the Customer acknowledges that such availability is not guaranteed.

Fault Repair Service

2.8 BT does not guarantee that the Service will never be faulty, however, BT will correct all reported faults as soon as BT reasonably can.

Security

2.9 The Service is accessed through 128-bit Secure Sockets Layer (SSL) or Transport Layer (TLS) Security encryption.

2.10 The Service uses Microsoft Forefront On-line Protection for Exchange, Microsoft Forefront Protection, proprietary anti-spam technology and complementary antivirus engines to help detect malicious code, malicious software and spam.

2.11 The Customer acknowledges BT cannot guarantee that the security specified in paragraphs 2.9 and 2.10 above will detect or protect against malicious code, malicious software or spam.

2.12 BT recommends the Customer takes appropriate measures, including the installation of suitable antivirus software, to protect and secure its PCs and computer network against harmful and malicious viruses.

Service Level Agreement

2.13 The Service Level Agreement set out in the Annex to this Service Schedule forms part of the Contract and applies as specified in the Annex.

2.14 BT's sole liability for a failure in the Service covered by the Service Level Agreement is limited to the amount payable to the Customer as set out in the Annex. Any amount paid by BT under the Service Level Agreement will reduce by the same amount BT's limit of liability under paragraph 5.21 of this Schedule.

3. CHARGES

General

3.1 The Customer must pay the charges for the Service which are set out in the Charges Schedule (or as otherwise agreed).

3.2 Payment is due within 28 days of the date of BT's bill or, if payment is made by direct debit or monthly payment plan, by the due date specified on BT's bill.

3.3 Unless otherwise agreed by the Customer, payment will not be made by direct debit or monthly payment plan.

3.4 The payment processing fee (if applicable) is specified in the Charges Schedule.

3.5 Clause 4.10 of the Conditions will not apply to this Service.

Cancellation Charges

3.6 The cancellation charge referred to in clause 6.1 of the Conditions will be will be as set out in the Charges Schedule.

Termination Charges

3.7 The early termination charge referred to in clause 6.5 of the Conditions will be as set out in the Charges Schedule.

4. RESPONSIBILITIES OF THE CUSTOMER AND BT

4.1 The Customer must acquire and assign User Subscription Licences ("User SLs") to Users who access the Service. The Customer may permanently reassign a User SL from one User to another or temporarily reassign a User SL to a temporary worker while the User is absent.

4.2 The Customer is responsible for nominating an Admin User who will:

(a) be the first point of contact for all Users of the Service;

(b) deal with day-to-day management of User mail accounts and simple queries such as password resets;

(c) be solely responsible for use of Admin activities within Self Care, which will allow activities such as password resets and account creation and deletion, which are only available to the Admin User.

The Customer must notify the BT Helpdesk by email of any change to the Admin User.

4.3 The Customer is responsible for all configuration and management of its access to the Service including configuration of its

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network, firewall, Domain Name System, routers and PCs.

4.4 The Customer will only access the Service as permitted by BT and will not attempt at any time to circumvent system security or any technical limitations relating to use of the Software or to access the source software or compiled code.

4.5 The Customer must not:

(a) reverse engineer or disassemble any Software;

(b) create derivative works of the Software; or

(c) unless otherwise expressly permitted under this Contract:

(i) rent, lease, lend, resell, or host to or for third parties any Software; or

(ii) separate and use the components of the Software on two or more computers, upgrade or downgrade components at different times, or transfer components separately.

4.6 The Customer must use only Microsoft software or other authorised third party software to sign into and use the Service.

4.7 The Service is protected by copyright, trademark and other intellectual property rights, as applicable. The Customer must not and must not permit anyone else to copy, store, adapt, modify, transmit or distribute the Service except to Users.

4.8 The Customer will be responsible for the creation, maintenance and design of all Customer Information.

4.9 The Customer must ensure that it complies with all consumer and other legislation, instructions or guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to the Customer and which relate to the provision of Customer Information.

4.10 The Customer is responsible for the acts and omissions of all Users in connection with the Service and is liable for any failure by any User to perform or observe the terms and conditions of this Contract, including any instructions issued under clause 3.4 of the Conditions.

4.11 BT or its licensor may take action to manage network performance to avoid disruption of the Service, which may include suppression and/or deletion of inbound and outbound emails reasonably considered by BT or its licensor to be spam.

4.12 The Customer must not create or use an email name that infringes the rights of any person in a corresponding trademark or trade name or that in BT's reasonable opinion is offensive, or detrimental to BT including to BT's reputation.

4.13 If BT reasonably believes that any action specified in paragraph 4.12 above has happened, BT may, without notice, suspend access to the email account.

4.14 The Customer may only use the email address as part of the Service. The Customer must not sell, or agree to transfer it to anyone else and must not try to do so.

4.15 Except as permitted by applicable law or as expressly permitted under the Contract, the Customer must not, without BT's prior written consent, copy manuals or documentation or permit anyone else to do so.

Security for Accounts

4.16 The Customer is responsible for all activity with the Customer's accounts including that of Users and dealings with third parties that take place through the Customer's account or associated accounts. The Customer must keep the Customer's accounts confidential. The Customer must inform BT immediately of any possible misuse of the Customer's accounts or any security breach related to the Service.

Using More than One Product or Functionality Together

4.17 The Customer must obtain a licence for each product and separately licensed functionality used on a device or by a User.

Third Party Content and Services

4.18 BT and its licensors are not responsible for any third party content the Customer accesses with the Service. The Customer is responsible for the Customer's dealings with any third party (including advertisers) relating to the

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Service (including the delivery of and payment for goods and services).

Scope of Use

4.19 The Customer must not:

(a) use the Service to try to gain unauthorised access to any service, data, account or network by any means;

(b) falsify any protocol or email header information;

(c) use the Service to send spam or otherwise make available any offering designed to violate these terms and conditions (e.g. denial of service attacks); or

(d) remove, modify, or tamper with any regulatory or legal notice or link that is incorporated into the Service.

5. ADDITIONAL CONDITIONS

5.1 Clause 6.2 of the Conditions is amended as follows:

The Contract or the Service may be ended by:

(a) BT on giving a minimum of 28 days' written notice; or

(b) by the Customer on giving a minimum of 30 days' written notice in advance to terminate on the same day of the month that the Customer was first supplied with the Service. The Customer must pay all amounts due up to and including the date of termination.

Note for clarification:
if the Service Start Date was the 10th day of a particular month and on the 20th September the Customer notifies BT in writing that the Customer is terminating the Service, termination would be effective on the 9th November. The Customer must pay all amounts due until termination is effective.

Software

5.2 The Customer will sign any agreement reasonably required by the owner of the copyright in the Software to protect the owner's interest in that Software. BT and its licensors may update the licence terms from time to time. Changes introduced with updates or supplements or that do not materially affect the Customer's use of the Service will apply immediately.

5.3 BT and its licensors may update or supplement the Software. If so, the Customer may use that update or supplement with the Software. If other terms come with an update or supplement, those terms apply to the Customer's use of it.

5.4 BT and its licensors may modify the functionality or features or release a new version of the Software from time to time. After an update, some functionality or features may not be available. If the Software is updated but this is not used by the Customer, some features may not be available and use of the Software may be interrupted.

5.5 From time to time, BT and its licensors may check the Customer's version of the Software and recommend or download updates to the Customer's devices. The update may be downloaded without notice.

5.6 The Customer may install and use the Software on the Customer's devices only for use with the Service. The Customer's right to use the Software ends when the Customer's right to use the Software terminates or expires, or when the Software is updated and it no longer supports the Software, whichever comes first. The Customer must uninstall the Software when the Customer's right to use it ends. BT and its licensors may also disable it at that time.

5.7 The Customer must not access or use the Service after the Customer's licence terminates or expires.

5.8 Rights to access the Software on any device do not give the Customer any right to implement Microsoft patents or other Microsoft intellectual property in Software or devices that access that device.

Use of Other Web Sites and Services

5.9 The Customer may need to use certain Microsoft or authorised third party web sites and services to access and use the Service. The terms of use that come with those sites and services apply to the Customer's use of them.

Additional Functionality

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5.10 BT and its licensors may provide additional functionality for the Service. Other license terms and fees may apply.

Data

5.11 The Customer may be able to submit Customer Information for use in connection with the Service. Except for materials BT and its licensors licence to the Customer, neither BT nor its licensors claim ownership of Customer Information submitted for use with the Service. By submitting Customer Information for use with a Service that enables communication or collaboration with third parties, the Customer acknowledges that those third parties may then be able to:

(a) use, copy, distribute, display, publish, and modify the Customer Information;

(b) publish the Customer's name in connection with the Customer Information; and

(c) grant these permissions to other persons.

5.12 Neither BT nor its licensors will monitor the Customer's use of the Service or track, view, censor, edit, remove or disclose Customer Information that is processed or accessed by the Service except to:

(a) provide, operate, and improve the Service and other products and services including Microsoft products and services;

(b) satisfy legal requirements, comply with law or respond to lawful requests or legal process;

(c) protect the rights or property of BT, Microsoft or others, including the enforcement of agreements or policies governing use of the Service; or

(d) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of employees of BT, Microsoft, customers or the public.

Collection and use of Data

5.13 The Microsoft privacy statement relating to the collection and use of Customer data is available here: http://go.microsoft.com/fwlink/?LinkId=104970 (or any other url that BT advises to the Customer).

The BT Privacy Policy is available here: http://www.bt.com/ (or any other url that BT advises to the Customer).

Processing of Data

5.14 The Customer agrees to obtain sufficient authorisation from persons providing personal data to the Customer, to:

(a) transfer that data to Microsoft and its agents; and

(b) permit its transfer, storage and processing.

5.15 The Customer consents to the processing of Customer data outside the UK including but not limited to processing in the United States.

Security of Data

5.16 BT and its licensors will implement reasonable and appropriate technical and organisational measures, as described in the security overview applicable to the Service, to help secure Customer data processed or accessed by the Service against accidental or unlawful loss, access, or disclosure. The Customer agrees that these measures are BT and its licensors only responsibility with respect to the security and handling of Customer data.

Further information is available at: http://go.microsoft.com/fwlink/?LinkID=149494. (or any other url that BT advises to the Customer).

Deletion of Customer Data

5.17 The Customer agrees that, other than as described in these terms, BT and its licensor have no obligation to continue to hold, export or return the Customer's data. The Customer agrees that neither BT nor its licensors have any liability whatsoever for deletion of Customer data pursuant to these terms.

Limitation of Liability

5.18 BT excludes all liability of any kind in respect of Customer Information or any other material which can be accessed or acquired using the Service.

5.19 BT is not liable to the Customer either in contract, tort (including negligence) or

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otherwise for the acts or omissions of other providers of telecommunications or Internet services (including domain name registration authorities) or for faults in or failures of their equipment.

5.20 Microsoft, its Affiliates and suppliers will not be liable under this Contract for any damages, whether direct, indirect, or consequential, arising from the sale or use of the Service.

Limits of Liability

5.21 The limit of liability under clause 7.2 of the Conditions is £5,000 for all and any direct loss or damage arising from any one incident or series of connected incidents and £10,000 for all incidents in any period of 12 months.

Liability for Breach

5.22 The Customer agrees that in addition to any liability to BT, the Customer will be legally responsible to Microsoft for any breach by the Customer or User(s) of this Contract.

Indemnity

5.23 Except as may be otherwise specifically provided in the Contract, the obligations and responsibilities of BT and its licensor are solely to the Customer and not to any third party, including Users. The Customer will keep harmless and will indemnify BT and its licensors, against any liabilities or costs arising from any and all claims by any third party, including Users, in connection with the use and/or misuse of the Service.

Suspension of Service

5.24 BT and its licensors may suspend the Service without notice:

(a) if BT and/or its licensors believes that the Customer's use of the Service represents a direct or indirect threat to BT or its licensor's network function or integrity or anyone else's use of the Service;

(b) if reasonably necessary to prevent unauthorised access to Customer data;

(c) to the extent necessary to comply with legal requirements;

(d) if BT and /or its licensors believes the Customer has breached the Customer's licence or the Contract; or

(e) if the Customer's use exceeds any quotas specified for that Service.

Termination

5.25 When this Contract ends, the Customer must stop using and/or accessing the Software.

5.26 On termination of the Contract, BT will delete the account and any data in the account.

Resale

5.27 The Service and any associated software is provided solely for the Customer's own use and the Customer will not resell or attempt to resell the Service (or any part or facility of it) to anyone else.

Service Reviews

5.28 The Customer agrees to be contacted by BT and / or Microsoft and to participate in telephone interviews and complete any questionnaires or other documents in connection with provision of the Service.

Electronic Notices

5.29 BT may provide information about the Service in electronic form. It may be via email to the Primary Email address or through a web site that BT advises to the Customer.

6. Definitions

In this Service Schedule the following term, in addition to those stated in clause 10 of the Conditions, has the meaning shown next to it:

Admin User	means the individual authorised by the Customer to manage configurable aspects of the Service including but not limited to management of Mailboxes.
Affiliate	means any legal entity that owns, is owned by, or that is under common ownership with Microsoft. Ownership means control of more than a 50% interest.
BT Helpdesk	means the helpdesk facility provided by BT to handle enquiries and administration for the Service.
Charges Schedule	means the Schedule to this Contract which contains details of the charges for the Service.

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Customer Information	means data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) published or otherwise made available (directly or indirectly) by or on behalf of the Customer by using the Service. Customer Information may include information about the Customer (including individual employees or its representatives) or a User, and may include personal data subject to laws or regulations.
Domain Name	means a name registered with an Internet registration authority for use as part of the Customer's email address.
Mailbox	means the Users email account as provisioned by BT which will provide a User with the features associated with the Service.
Microsoft	means the Microsoft Corporation.
Primary Email address	means the first email address set up for the account.
Self Care	means the web-based systems tool which is made available to the Admin User for the day to day running of the Service, and other Users to change passwords, as further detailed at. myoffice.bt.com

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