



BT Hybrid Cloud Backup and Replication Service Schedule to the General Terms

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A note on 'you'

'You' and 'your' mean the Customer.

Words defined in the General Terms

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms.

Part A – BT Hybrid Cloud Backup and Replication Service

1 Service Summary

BT will provide you with “backup-as-a-service” and/or “disaster recovery-as-a-service” as selected by you in an Order. This enables you to protect your IT environment and data in case of unwanted events or accidents against loss or corruption. As part of the service you are able to create and manage your back up and disaster recovery (“DR”) policies, and restore data or a service using the BT Data Protection Platform. It comprises:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 0 (“**BT Hybrid Cloud Backup and Replication Service**” or “**Service**”).

2 Standard Service Components

BT will provide you with either or both of the following standard service components (“**Standard Service Components**”) in accordance with the details as set out in any applicable Order:

2.1 Hybrid Cloud Backup Service:

This component gives you the ability to back up your workloads, hosted at a Site. You may back up to a local repository or offsite in one of the available BT storage services or public cloud storage services, as set out in the Order. You will have access to the BT Data Protection Platform to create and manage your backup and restore jobs (“**Hybrid Cloud Backup**”).

2.2 Replication Service:

This component gives you the ability to replicate your running workloads in your production site to a geographically different secondary Site, as set out in the Order. You will have access to the BT Data Protection Platform to create and manage your replication, failover and rollback jobs. (“**Replication Service**”).

3 Service Options

BT will provide you with any of the following options (“**Service Options**”) as set out in any applicable Order and in accordance with the details as set out in that Order:

3.1 Managed Service for the Hybrid Cloud Backup Service

A managed service where BT manages your backup environment on your behalf, in accordance with your written instructions.

3.2 Managed Service for the Replication Service

A managed service where BT manages your disaster recovery environments on your behalf, in accordance with your written instructions.

3.3 Customer Premise Equipment

Servers and storage infrastructure sold by BT to you at a Site to enable the Service.

3.4 Customer Premise Infra Service

Infrastructure as a Service provided by BT on a recurring charge and pay per usage basis to enable the Service.

3.5 Public Cloud Based Storage Repositories

An option that enables you to store your back up data in a third party public cloud, where such public cloud is an Enabling Service.

3.6 Advanced Reporting Module

An optional additional portal that provides you with advanced backup and DR reporting and governance facilities.

3.7 Advanced Orchestration Module



An optional additional portal that enables you to automate your DR scenarios.

3.8 Professional Services

BT may provide provisioning, transition and configuration services.

4 Service Management Boundary

- 4.1 BT will provide and manage the Service in accordance with Parts B and C of this Schedule and as set out in any applicable Order up to the BT Data Protection Platform (“**Service Management Boundary**”).
- 4.2 BT will have no responsibility for the Service outside the Service Management Boundary.
- 4.3 BT does not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software.
- 4.4 BT will not be responsible for any Incidents related to your Customer Hosting Environment, your operational processes or configurations which you make on the BT Data Protection Platform.
- 4.5 You are responsible for ensuring that your back up and data protection policies and instructions are adequate for your purposes and you acknowledge that BT will act in accordance with your instructions.
- 4.6 You are responsible for the quality and integrity of the data backed up using the Service. BT does not assume responsibility or liability for the quality and integrity of such data.
- 4.7 BT has no control or oversight of the nature of the data that is being stored on the Service or the purpose that you are fulfilling in such storage.
- 4.8 You are accountable for the control of Personal Data uploaded and Processed throughout the Service and this could include any type of Personal Data relating to any Data Subject.

5 Associated Services and Third Parties

- 5.1 You will have the following services in place, supplied either by BT or by a third party, that will connect to the Service and are necessary for the Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
 - 5.1.1 Customer Hosting Environment to host Customer Equipment, Purchased Equipment and BT Equipment, if applicable;
 - 5.1.2 Infrastructure-as-a-Service, to be used as offsite storage or failover capabilities for your backup and replication requirements;
 - 5.1.3 Secure connectivity to the Service;
 - 5.1.4 Firewall and port configurations required to run the Service in accordance with BT’s instructions; and
 - 5.1.5 Physical and logical security of the Customer Hosting Environment to safeguard against attacks;(each an “**Enabling Service**”).
- 5.2 If BT provides you with any services other than the Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.

6 Equipment

6.1 Use of BT Equipment and Purchased Equipment

In relation to BT Equipment, and until title in any Purchased Equipment transfers to you in accordance with Paragraph 6.3.2, you will:

- 6.1.1 keep the BT Equipment and Purchased Equipment safe and without risk to health;
- 6.1.2 only use the BT Equipment and Purchased Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;
- 6.1.3 not move the BT Equipment or Purchased Equipment or any part of it from the Site(s) without BT’s written consent and, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 6.3.2, you will pay BT’s costs and expenses reasonably incurred as a result of such move or relocation;
- 6.1.4 not make any alterations or attachments to, or otherwise interfere with, the BT Equipment or Purchased Equipment, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 6.3.2, nor permit any person (other than a person authorised by BT) to do so, without BT’s prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the BT Equipment or Purchased Equipment;
- 6.1.5 not sell, charge, assign, transfer or dispose of or part with possession of the BT Equipment or Purchased Equipment or any part of it;



- 6.1.6 not allow any lien, encumbrance or security interest over the BT Equipment or Purchased Equipment, nor pledge the credit of BT for the repair of the BT Equipment or Purchased Equipment or otherwise;
 - 6.1.7 not claim to be owner of the BT Equipment and Purchased Equipment and ensure that the owner of the Site(s) will not claim ownership of the BT Equipment or Purchased Equipment, even where the BT Equipment or Purchased Equipment is fixed to the Site(s);
 - 6.1.8 obtain appropriate insurance against any damage to or theft or loss of the BT Equipment and Purchased Equipment;
 - 6.1.9 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or miss-use of the BT Equipment or Purchased Equipment or where the BT Equipment or Purchased Equipment is damaged, stolen or lost, except where the loss or damage to BT Equipment or Purchased Equipment is a result of fair wear and tear or caused by BT;
 - 6.1.10 ensure that the BT Equipment or Purchased Equipment appears in BT's name in your accounting books;
 - 6.1.11 where there is a threatened seizure of the BT Equipment and Purchased Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the BT Equipment and Purchased Equipment; and
 - 6.1.12 notify any interested third parties that BT owns the BT Equipment and Purchased Equipment.
- 6.2 **BT Equipment**
- BT Equipment will remain BT's property at all times and risk in BT Equipment will pass to you upon delivery, whether or not the BT Equipment has been installed.
- 6.3 **Purchased Equipment**
- 6.3.1 **Delivery and Installation of Purchased Equipment**
- (a) You will provide BT with the name and contact details of at least one individual who is responsible for receiving the Purchased Equipment at the Site(s).
 - (b) Where a Site is located within the Territory, BT will dispatch any Purchased Equipment for delivery to the applicable Site as set out in any applicable Order.
 - (c) Where a Site is located outside the Territory:
 - (i) you will act as the importer of record, clear the Purchased Equipment through the applicable customs authority in the destination country and be liable for any import tax, duty or excise duty incurred, and, if requested by BT, provide authorisation as soon as practicable, authorising BT or BT's agent to carry out BT's obligations as shipping agent. If you cannot give BT such authorisation, you will fulfil the shipping agent obligations on BT's behalf at your own cost; and
 - (ii) subject to your compliance with Paragraph 6.3.1(c)(i):
 - i. BT will deliver any Purchased Equipment to the applicable port of entry in the destination country; or
 - ii. if agreed between both of us in any applicable Order, BT will arrange shipping services to deliver the Purchased Equipment to the final destination address (es) as set out in any applicable Order.
 - (d) Where a Site is located within the Territory, if agreed between both of us in any applicable Order, BT will, subject to Paragraph **Error! Reference source not found.Error! Reference source not found.**, install any Purchased Equipment at the applicable Site(s), and:
 - (i) test Purchased Equipment to ensure that it is ready for use; and
 - (ii) on the date that BT has completed those tests, confirm to you that the Purchased Equipment is available for you to carry out any Acceptance Tests.
 - (e) Where a Site is located outside the Territory, BT will sell you Purchased Equipment and associated installation where required, subject to your compliance with Paragraph 6.3.1(c)(i).
- 6.3.2 **Transfer of Title and Risk**
- (a) Where the Purchased Equipment is delivered to a Site that is located within the Territory:
 - (i) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you when you have paid for the Purchased Equipment in full;
 - (ii) where BT delivers or installs the Purchased Equipment, risk will pass to you on delivery of the Purchased Equipment, but you will not be liable for any loss or damage that is caused by BT's negligence; and
 - (iii) where BT does not deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment.



- (b) Where the Purchased Equipment is delivered to a Site that is not located within the Territory:
 - (i) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you upon dispatch from the final shipping point in the Territory (or in transit where shipped from outside the Territory); and
 - (ii) risk in the Purchased Equipment will pass to you in accordance with Incoterms® 2020 DAP, but you will not be liable for any loss or damage that is caused by BT's negligence.

6.3.3 Acceptance of Purchased Equipment

- (a) Where a Site is located within the Territory, BT will treat the Purchased Equipment as accepted:
 - (i) where BT does not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and
 - (ii) where BT installs the Purchased Equipment, the earlier of:
 - i. the Service Start Date; and
 - ii. where you notify BT in writing that the Purchased Equipment has not passed the Acceptance Tests but that is due to minor Incidents that do not affect the Purchased Equipment's performance, the date of that Notice.
- (b) Where a Site is not located within the Territory, we will treat the Purchased Equipment as accepted on signature for the delivery at the port of entry, or at the final delivery address(es) that BT has agreed with you where BT are shipping the Purchased Equipment.

6.3.4 Warranty

- (a) If you report to BT in accordance with Paragraph 10 that there is an Incident in the Purchased Equipment due to faulty design, manufacture or materials, or BT's negligence, BT will, or will arrange for the manufacturer or other third party to, replace or (at BT's option) repair the part affected by, or causing, the Incident free of charge, unless:
 - (i) the Purchased Equipment has not been properly kept, used or maintained in accordance with the manufacturer's or BT's instructions, if any;
 - (ii) the Purchased Equipment has been modified without BT's written consent;
 - (iii) the Incident is due to damage, interference with or maintenance of Purchased Equipment by persons other than BT or a third party authorised by BT;
 - (iv) the Incident is due to faulty design by you where the Purchased Equipment has been customised or integrated into your systems to your design; or
 - (v) the Incident is due to fair wear and tear.
- (b) If requested by BT, you will return the Purchased Equipment affected by an Incident to BT or to the manufacturer or other third party, in accordance with BT's instructions, for repair or replacement in accordance with Paragraph 6.3.4(a).
- (c) BT does not warrant that the Software supplied in accordance with the Contract is free from Incidents, but BT will remedy any defects that materially impair performance (where necessary, by arrangement between both of us) within a reasonable time.

6.3.5 Security

- (a) You will ensure the proper use of any user names, personal identification numbers and passwords used with the Purchased Equipment, and you will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.
- (b) BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.

6.3.6 Software Licence

On and from the Service Start Date, or, where BT installs any Purchased Equipment, from the date of installation, you will comply with the provisions of any Software licences provided with or as part of any Purchased Equipment.

6.4 WEEE Directive

- 6.4.1 You will comply with Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("**WEEE Directive**") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("**WEEE**").
- 6.4.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 6.4 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 6.4.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.



6.5 Sale of Goods

The UN Convention on Contracts for the International Sale of Goods will not apply to the Contract.

7 Specific Terms

7.1 Changes

7.1.1 BT may, at any time, make changes to the standards, operation procedures, accessibility periods, identification procedures, allocation and quantity of system resources, administrative and operative algorithms provided that any such changes do not have a material adverse impact on the Service.

7.2 Minimum Period of Service and Renewal Periods

7.2.1 You may request an extension to the Service for a Renewal Period by Notice in writing to BT at least 90 days before the end of the Minimum Period of Service or Renewal Period (“**Notice of Renewal**”).

7.2.2 If you issue a Notice of Renewal in accordance with Paragraph 7.2.1, BT will extend the Service for the Renewal Period and:

- (a) BT will continue to provide the Service;
- (b) the Charges applicable during the Minimum Period of Service will cease to apply and BT will invoice you the Charges set out in the renewal Order from expiry of the Minimum Period of Service; and
- (c) both of us will continue to perform each of our obligations in accordance with the Contract.

7.2.3 If you do not issue a Notice of Renewal in accordance with Paragraph 7.2.1, BT will cease delivering the Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.

7.2.4 BT may propose changes to this Schedule or the Charges (or both) by giving you Notice at least 90 days prior to the end of the Minimum Period of Service and each Renewal Period (“**Notice to Amend**”).

7.2.5 Within 21 days of any Notice to Amend, you will provide BT Notice:

- (a) agreeing to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period;
- (b) requesting revisions to the changes BT proposed, in which case both of us will enter into good faith negotiations for the remainder of that Minimum Period of Service or Renewal Period, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period; or
- (c) terminating the Contract at the end of the Minimum Period of Service or Renewal Period, as applicable.

7.2.6 If we have not reached agreement in accordance with Paragraph 7.2.5(b) by the end of the Minimum Period of Service or the Renewal Period, the terms of this Schedule will continue to apply from the beginning of the following Renewal Period unless you give Notice in accordance with Paragraph 7.2.5(c) or BT may give Notice of termination, in which case BT will cease delivering the Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period as applicable.

7.3 Customer Target Date

7.3.1 If you request a change to the Service or any part of the Service, then BT may revise the Customer Target Date to accommodate that change.

7.3.2 BT may expedite delivery of the Service for operational reasons or in response to a request from you, but this will not revise the Customer Target Date.

7.4 IP Addresses

7.4.1 Except for IP Addresses expressly registered in your name, all IP Addresses made available with the Service will at all times remain BT’s property or the property of BT’s suppliers and are non-transferable.

7.4.2 All of your rights to use IP Addresses will cease on termination or expiration of the Service.

7.5 Invoicing

7.5.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges in the amounts set out in any applicable Order:

- (a) Installation Charges, on the Service Start Date, or where the installation period is estimated to be longer than one month, monthly in arrears starting from when you place an Order until the Service Start Date;
- (b) Recurring Charges, except Usage Charges, monthly in advance and for any period where the Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
- (c) Usage Charges, monthly in arrears;



- (d) any Charges for any Purchased Equipment from the Service Start Date, and those Charges that will apply from the date you take delivery or possession of that Purchased Equipment;
- (e) Professional Services Charges;
- (f) De-installation Charges within 60 days of de-installation of the Service; and
- (g) any Termination Charges incurred in accordance with Paragraph 7.6 upon termination of the relevant Service.

7.5.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:

- (a) Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
- (b) Charges for commissioning the Service in accordance with Paragraph 8.2 outside of Local Contracted Business Hours;
- (c) Charges for expediting provision of the Service at your request after BT has informed you of the Customer Target Date; and
- (d) any other Charges as set out in any applicable Order or as otherwise agreed between both of us.

7.6 Termination Charges

7.6.1 Termination Charges

If you terminate the Contract or the Service for convenience in accordance with Clause 17 of the General Terms you will pay BT:

- (a) all outstanding Charges or payments due and payable under the Contract;
- (b) De-installation Charges; and
- (c) any other Charges as set out in any applicable Order; and
- (d) any charges incurred by BT from a supplier as a result of the early termination of the Service.

7.6.2 In addition to the Charges set out at Paragraph 7.6.1 above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT:

- (a) for any parts of the Service that were terminated during the first 12 months of the Minimum Period of Service, Termination Charges, as compensation, equal to:
 - (i) 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service;
 - (ii) 20 per cent of the Recurring Charges for the remaining months, other than the first 12 months of the Minimum Period of Service; and
 - (iii) any waived Installation Charges;

7.6.1 for any parts of the Service that were terminated after the first 12 months of the Minimum Period of Service or during a Renewal Period, Termination Charges, as compensation, equal to 20 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or the Renewal Period; and

BT will refund to you any money you have paid in advance after deducting any Charges or other payments due to BT under the Contract.

7.7 PCI DSS Compliance Obligations

7.7.1 The Service is not compliant with PCI DSS and you will not use the Service for the processing, storage or transmission of any Cardholder Data or any data that is subject to PCI DSS.

7.7.2 You will indemnify BT for any Claims, losses, costs or liabilities that it incurs as a result of you storing, processing or transmitting data that is subject to PCI DSS.



Part B – Service Delivery and Management

8 BT's Obligations

8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service, BT will:

- 8.1.1 provide you with contact details for the Service Desk;
- 8.1.2 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that you have notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract;
- 8.1.3 provide guidance to you for the Customer Hosting Environment in order for you to run the Service; and
- 8.1.4 provide a design document capturing your installation architecture and configurations for your acceptance as set out in Paragraph 9.1.2 below.

8.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 8.2.1 configure the Service;
- 8.2.2 implement and configure Service Options you have ordered;
- 8.2.3 conduct a series of standard tests on the Service to ensure that it is configured correctly;
- 8.2.4 connect the Service to each Enabling Service; and
- 8.2.5 on the date that BT has completed the activities in this Paragraph 8.2, confirm to you that the Service is available for performance of any Acceptance Tests in accordance with Paragraph 9.2.

8.3 During Operation

On and from the Service Start Date, BT:

- 8.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if BT detects or if you report an Incident;
- 8.3.2 will provide and maintain the BT Data Protection Platform for you to create or modify your Service within the limits that BT prescribes within the portal;
- 8.3.3 will provide you with online access to performance reports;
- 8.3.4 may carry out Maintenance from time to time and will use reasonable endeavours to inform you at least five Business Days before any Planned Maintenance on the Service, BT Equipment or Purchased Equipment, however, BT may inform you with less notice than normal where Maintenance is required in an emergency;
- 8.3.5 may, in the event of a security breach affecting the Service, require you to change any or all of your passwords;
- 8.3.6 will implement any change requests raised by you and as agreed between the Parties; and
- 8.3.7 will capacity manage your environment and raise utilisation alerts where BT recommends additional capacity to be procured by you.

8.4 The End of the Service

On expiry or termination of the Service by either of us, BT:

- 8.4.1 will provide configuration information relating to the Service provided at the Site(s) in a format that BT reasonably specifies;
- 8.4.2 may disconnect and remove any BT Equipment located at the Site(s); and
- 8.4.3 delete any Content that you have not removed from any BT Equipment or the Service in accordance with the terms of this Contract.

9 Your Obligations

9.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service, you will:

- 9.1.1 Provide all information, in the specific format advised by BT, to enable BT to implement and configure the Service. This information will include, but not be limited to, your site information, networking (IP, VLAN, IPSec) details etc.
- 9.1.2 Accept the design document as referred to in Paragraph 8.1.4 or recommend changes as necessary.
- 9.1.3 Provide BT with a technical Customer Contact who is able to help with information and make decisions related to the Service.



- 9.1.4 provide BT with access to any Site(s) or as otherwise agreed, to enable BT to set up, deliver and manage the Service;
 - 9.1.5 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
 - 9.1.6 ensure that the LAN protocols and applications you use are compatible with the Service;
 - 9.1.7 prepare and maintain the Customer Hosting Environment, for the installation of BT Equipment and Purchased Equipment and supply of the Service, including:
 - (a) a suitable and safe operational environment for any BT Equipment or Purchased Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and applicable installation standards;
 - (b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect BT Equipment or Purchased Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance services;
 - (c) carry out any work that may be required after installation to make good any cosmetic damage caused during installation or maintenance;
 - (d) provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the Service, BT Equipment or Purchased Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the Service resulting from failure in the principal power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards;
 - (e) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate.
 - (f) implement any configurations at a networking and infra layer required by BT to provide you with the Service; and
 - (g) as may be otherwise advised by BT from time to time.
 - 9.1.8 Provide BT with the necessary instructions that will apply in the event that BT provides a managed service as set out in either Paragraphs 3.1 or 3.2.
 - 9.1.9 You will implement and manage your application level configurations within the Customer Hosting Environment.
- 9.2 **Acceptance Tests**
- 9.2.1 You will carry out the Acceptance Tests for the Service within five Business Days after receiving Notice from BT in accordance with Paragraph 8.2.5 ("**Acceptance Test Period**").
 - 9.2.2 The Service is accepted by you if you confirm acceptance in writing during the Acceptance Test Period or is treated as being accepted by you if you do not provide BT with Notice to the contrary by the end of the Acceptance Test Period.
 - 9.2.3 Subject to Paragraph 9.2.4, the Service Start Date will be the earlier of the following:
 - (a) the date that you confirm or BT deems acceptance of the Service in writing in accordance with Paragraph 9.2.2; or
 - (b) the date of the first day following the Acceptance Test Period.
 - 9.2.4 If, during the Acceptance Test Period, you provide BT Notice that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and provide you Notice that BT has remedied the non-conformance and inform you of the Service Start Date.
- 9.3 **During Operation**
- On and from the Service Start Date, you will:
- 9.3.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
 - 9.3.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;
 - 9.3.3 use the Service, including the BT Data Protection Platform, in accordance with BT's instructions;
 - 9.3.4 ensure that the configurations you make on the Service are in line with your operational requirements and have no negative impact to your data protection and recovery status;
 - 9.3.5 ensure that you regularly check the status of backups in the BT Data Protection Platform. You will report any failures that you identify as Incidents to the Service Desk in accordance with this Schedule;



- 9.3.6 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;
 - 9.3.7 ensure that any Customer Equipment that is connected to the Service or that you use, directly or indirectly, in relation to the Service is:
 - (a) adequately protected against viruses and other breaches of security;
 - (b) technically compatible with the Service and will not harm or damage BT Equipment, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (c) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;
 - 9.3.8 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment:
 - (a) does not meet any relevant instructions, standards or Applicable Law; or
 - (b) contains or creates material that is in breach of the Acceptable Use Policy and you are contacted by BT about such material,and redress the issues with the Customer Equipment prior to reconnection to the Service;
 - 9.3.9 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;
 - 9.3.10 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and:
 - (a) immediately terminate access for any person who is no longer a User;
 - (b) inform BT immediately if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
 - (c) take all reasonable steps to prevent unauthorised access to the Service;
 - (d) satisfy BT's security checks if a password is lost or forgotten; and
 - (e) change any or all passwords or other systems administration information used in connection with the Service if BT requests you to do so in order to ensure the security or integrity of the Service.
 - 9.3.11 initiate measures of capacity upgrades on BT's recommendations in Paragraph 8.3.7; and
 - 9.3.12 not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case you will ensure the prior User will no longer have any right to access or use the Service.
- 9.4 **The End of the Service**
- On expiry or termination of the Service by either of us, you will:
- 9.4.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s);
 - 9.4.2 disconnect any Customer Equipment from BT Equipment located at the Site(s);
 - 9.4.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
 - 9.4.4 arrange for any BT Equipment located at the Site(s) to be returned to BT;
 - 9.4.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment; and
 - 9.4.6 migrate and permanently erase (by use of a method that does not cause damage to the Service, including any BT Equipment) all Content and any other data hosted on the BT Equipment or the Service at a mutually agreed date between us.

10 Notification of Incidents

Where you become aware of an Incident:

- 10.1 the Customer Contact will report it to the Service Desk;
- 10.2 BT will give you a Ticket;
- 10.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
 - 10.3.1 you confirm that the Incident is cleared within 24 hours after having been informed; or
 - 10.3.2 BT has attempted unsuccessfully to contact you, in the way agreed between both of us in relation to the Incident, and you have not responded within 24 hours following BT's attempt to contact you.
- 10.4 If you confirm that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.
- 10.5 Where BT becomes aware of an Incident, Paragraphs 10.2, 10.3 and 10.4 will apply.





Part C – Service Levels

11 Service Availability

11.1 Availability Service Level

From the Service Start Date, BT will provide the Service with a target availability as set out in the table below (“**Availability Service Level**”):

Availability Annual Target	Maximum Annual Availability Downtime	Maximum Monthly Availability Downtime	Service Credit Interval
≥ 99.90%	8 hours	1 hour	1 hour

11.2 Availability Service Credits

- 11.2.1 If a Severity Level 1 Incident occurs, BT will measure the Availability Downtime for the Service starting from when you report or BT gives you notice of a Severity Level 1 Incident, and ending when BT closes the Incident in accordance with Paragraph 10.3.
- 11.2.2 BT will measure the Availability Downtime in units of full minutes for the Service.
- 11.2.3 BT will then calculate the cumulative Availability Downtime for the calendar months in which the Severity Level 1 Incident occurred (“**Cumulative Monthly Availability Downtime**”).
- 11.2.4 If the Cumulative Monthly Availability Downtime of the Service exceeds the Maximum Monthly Availability Downtime, you may request Availability Service Credits for each Service Credit Interval of 4 per cent of the Monthly Recurring Charges for the relevant Service.

12 Requests for Service Credits

- 12.1 You may request applicable Service Credits within 28 days of the end of the calendar month in which a Severity Level 1 Incident occurred by providing details of the reason for the claim. Any failure by you to submit a request in accordance with this Paragraph 12.1 will constitute a waiver of any claim for Service Credits for that calendar month.
- 12.2 Upon receipt of a valid request for Service Credits in accordance with Paragraph 12.1:
 - 12.2.1 BT will issue you with the applicable Service Credits by deducting those Service Credits from your invoice within two billing cycles of the request being received; and
 - 12.2.2 following expiry or termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Service Credits in a reasonable period of time.
- 12.3 Service Credits for all Service Levels will be aggregated and are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charge for the affected Service.
- 12.4 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 12.5 The Service Levels under this Schedule will not apply:
 - 12.5.1 in the event that Clause 8 or Clause 23 of the General Terms applies;
 - 12.5.2 during any trial period of the Service;
 - 12.5.3 to any failure of the Service due to matters beyond BT’s reasonable control;
 - 12.5.4 where the Incident is a result of your breach of the terms of this Contract;
 - 12.5.5 during any scheduled downtime for Planned Maintenance (including emergency maintenance) or any other purpose agreed between us;
 - 12.5.6 to any delay relating to problems with or failure of the Internet;
 - 12.5.7 to any delay caused directly or indirectly by you;
 - 12.5.8 to an Incident caused by your failure to comply with any reasonable instruction from BT, including in relation to a capacity upgrade as set out in Paragraph 9.3.11;
 - 12.5.9 where there is interference caused by a third party;
 - 12.5.10 to an Incident that is due to incorrect configuration of the Service by you or any unauthorised activity or access taken by you;
 - 12.5.11 to any outage time as a result of the Service being suspended in accordance with the terms of the Contract;
 - 12.5.12 to any Incident that is due to incorrect information provided by you, or on behalf of you;



- 12.5.13 to any reported Incident where BT can find no fault; or
- 12.5.14 to faults in the Customer Hosting Environment.



Part D – Defined Terms

13 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading this Schedule.

“Acceptance Test Period” has the meaning given in Paragraph 9.2.1.

“Acceptance Tests” means those objective tests conducted by you that when passed confirm that you accept the Service and that the Service is ready for use save for any minor non-conformities that will be resolved as an Incident in accordance with Paragraph 8.3.1.

“Availability” means the period of time when the Service is functioning.

“Availability Annual Target” has the meaning given in the table at Paragraph 11.1.

“Availability Downtime” means the period of time during which a Severity Level 1 Incident exists as measured by BT in accordance with Paragraph 11.2.1.

“Availability Service Credit” means the Service Credit available for a failure to meet the Availability Service Level, as set out in Paragraph 11.2.4.

“Availability Service Level” has the meaning given in Paragraph 11.1.

“BT Data Protection Platform” means the self-service portal provided by BT.

“Business Hours” means between the hours of 0800 and 1700 in a Business Day.

“Cardholder Data” means the unique payment card number (typically for credit or debit cards) that identifies the issuer and the particular cardholder account.

“Content” means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.

“Cumulative Monthly Availability Downtime” has the meaning given in Paragraph 11.2.3.

“Customer Equipment” means any equipment including IT infrastructure, any Purchased Equipment and any software, other than BT Equipment, used by you in connection with a Service.

“Customer Hosting Environments” means the hosting facility and your Customer Equipment, located at your or a third party datacentre, that you provide.

“DAP” means Delivered at Place as defined in Incoterms® 2010.

“De-installation Charges” means the charges payable by you on de-installation of the Service that are equal to the then current rates for Installation Charges on the date of de-installation.

“Enabling Service” has the meaning given in Paragraph 5.1.

“General Terms” means the general terms to which this Schedule is attached or can be found at www.bt.com/terms, and that form part of the Contract.

“Incident” means an unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.

“Incoterms® 2020” means the International Commercial Terms, which are a series of pre-defined commercial terms published by the International Chamber of Commerce and are a trademark of the International Chamber of Commerce.

“Infrastructure as a Service” means the virtual machines, assets, networks, systems or other virtual infrastructure that you use in connection with your Services, as may be provided by BT or third parties.

“Installation Charges” means those Charges set out in any applicable Order in relation to installation of the Service or any Purchased Equipment, Customer Equipment or BT Equipment as applicable.

“Internet” means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

“Internet Protocol” or **“IP”** means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

“IP Address” means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.

“Local Area Network” or **“LAN”** means the infrastructure that enables the ability to transfer IP services within Site(s) (including data, voice and video conferencing services).

“Local Contracted Business Hours” means the times during which maintenance of any Access Line is provided, which are Business Hours unless set out otherwise in any applicable Order.

“Maximum Annual Availability Downtime” has the meaning given in the table at Paragraph 11.1.

“Maximum Monthly Availability Downtime” has the meaning given in the table at Paragraph 11.1.



“**Minimum Period of Service**” means a period of 12 consecutive months (or in the case of the Customer Premise Infra Service for large deployments as set out in section 3.4, 36 consecutive months), beginning on the Service Start Date, unless set out otherwise in any applicable Order.

“**Monthly Recurring Charges**” means the monthly Recurring Charges for the Service and the sum of the Usage Charges for the three full previous months divided by three.

“**Notice of Renewal**” has the meaning given in Paragraph 7.2.1.

“**Notice to Amend**” has the meaning given in Paragraph 7.2.4.

“**PCI DSS**” means the Payment Card Industry Data Security Standards, a set of policies and procedures, issued by the PCI Security Standards Council LLC (as may be adopted by local regulators) and intended to optimise the security of credit and debit card transactions and protect cardholders against misuse of their personal information.

“**Planned Maintenance**” means any Maintenance BT has planned to do in advance.

“**Professional Services**” means those services provided by BT which are labour related services.

“**Qualifying Incident**” means an Incident, except where any of the following events have occurred:

- (a) the Service has been modified or altered in any way by you, or by BT in accordance with your instructions;
- (b) Planned Maintenance;
- (c) you have performed any network configurations that BT did not approve;
- (d) an Incident has been reported and BT cannot confirm that an Incident exists after performing tests; or
- (e) you requested BT to test the Service at a time when no Incident has been detected or reported.

“**Recurring Charges**” means the Charges for the Service or applicable part of the Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.

“**Renewal Period**” means for each Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

“**Service**” has the meaning given in Paragraph 1.

“**Service Credit Interval**” has the meaning given in the table at Paragraph 11.1.

“**Service Desk**” means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the Service.

“**Service Level**” means the Availability Service Level.

“**Service Management Boundary**” has the meaning given in Paragraph 4.1.

“**Service Options**” has the meaning given in Paragraph 3.

“**Severity Level 1 Incident**” means a Qualifying Incident that cannot be circumvented and that constitutes a complete loss of service at the Site(s).

“**Site**” means a location at which the Service is provided. This may be on site at your premises, or off site at a BT data centre or public cloud storage facility, as set out on the Order.

“**Standard Service Components**” has the meaning given in Paragraph 0.

“**Territory**” means the UK.

“**Ticket**” means the unique reference number provided by BT for an Incident and that may also be known as a “**fault reference number**”.

“**Usage Charges**” means the Charges for the Service or applicable part of the Service that are calculated by multiplying the volume of units that you used or incurred in a period (e.g. number of agents using the Service, or the number of minutes the Service was used for) with the relevant fee as set out in any applicable Order.

“**WEEE**” has the meaning given in Paragraph 6.4.1.

“**WEEE Directive**” has the meaning given in Paragraph 6.4.1.