



# BT Compute Professional Services (Alibaba) 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 –Alibaba Professional Services

### 1 Service Summary

BT will provide you with a professional consulting service that will assess the compatibility of your current IT infrastructure to receive Alibaba Cloud Services and subject to this survey and your confirmation that you wish to receive Alibaba Cloud Services, BT will migrate you to Alibaba Cloud Services in accordance with the requirements set out in any applicable SOW ("**Alibaba Professional Services**").

The services BT can provide to you include, but are not limited to, the following and will be described in your SOW:

#### 1.1 Professional Services Consultancy

1.1.1 BT will review your current IT infrastructure to understand its suitability to receive Alibaba Cloud Services and provide you with a report which will consist of:

- (a) analysis of your current IT infrastructure, challenges and goals;
- (b) reviewing the types of applications and virtualisation used on your IT infrastructure; and
- (c) understanding the number of data centres, servers, databases and other computing components that make up your IT infrastructure.

1.1.2 Based on the outcome of the report produced in accordance with Paragraph 1.1.1, BT will provide you with:

- (a) an assessment of the risks of migrating your IT infrastructure to Alibaba Cloud Services consisting of:
  - (i) compatibility with Alibaba Cloud Services; and
  - (ii) system reinvention, performance and management risk assessment;
- (b) high level design and requirements to migrate your IT infrastructure to Alibaba Cloud Services consisting of:
  - (i) Alibaba Cloud Services mapping to legacy technical architecture;
  - (ii) logical topology design on Alibaba Cloud Services;
  - (iii) network architecture design based on Alibaba Cloud Services;
  - (iv) backup solution in Alibaba Cloud Services;
  - (v) hybrid cloud architecture;
  - (vi) disaster recovery design;
  - (vii) migration strategy for different system components;
  - (viii) cost evaluation for each cloud resource; and
  - (ix) delivery planning for cloud migration.

1.1.3 If BT does not hear from you within 10 working days from the day BT confirms to you that the activities set out in Paragraphs 1.1.1 and 1.1.2 are complete or any other timescale as set out in your SOW, BT will consider the deliverables complete and you may incur additional Charges for any further work notified to BT after this date.

#### 1.2 Build and Migrate

1.2.1 BT will migrate you to Alibaba Cloud Services in accordance with the high level design BT has provided to you in accordance with Paragraph 1.1.2(b) consisting of:

- (a) application system architecture reinvention;
- (b) database reinvention;
- (c) application reinvention;
- (d) system test validation;
- (e) migration preparation;
- (f) finalisation of low level design document;
- (g) cloud resource provisions and configuration, environment setup;
- (h) migration tools configuration and validation;
- (i) database and file system migration, backup solution;



- (j) security service provisions and configuration;
  - (k) hybrid cloud architecture implementation;
  - (l) disaster recovery architecture implementation;
  - (m) delivery of cloud environment deployment information document;
  - (n) business verification support, which aims to check if the application could run well in Alibaba Cloud Services;
  - (o) data verification, which aims to check if the data is consistent with the legacy system;
  - (p) comprehensive testing support on Alibaba Cloud Services;
  - (q) infrastructure performance benchmark test, which includes network performance test, computing performance test and storage input and output performance test;
  - (r) security test, if needed;
  - (s) migration rehearsal and validation, including cloud resource setup, application deployment, database and file system migration and synchronisation validation;
  - (t) go-live, traffic and business switchover;
  - (u) optimisation and Operation and Maintenance (O&M) service after cutover;
  - (v) cloud resource usage monitoring and optimisation; and
  - (w) O&M service.
- 1.3 In order for BT to provide you with the Alibaba Professional Services you will ensure that you provide BT with:
- 1.3.1 all requested information on your current IT infrastructure or any other information that BT reasonably requires in order to provide you with the Alibaba Professional Services; and
  - 1.3.2 access to your current IT infrastructure including ensuring that you have all necessary consents, licences or other authorisations to allow BT to access your current IT infrastructure.
- 1.4 BT will not be liable for any delay in delivering the Alibaba Professional Services if you do not comply with any of the provisions of this Contract.

## 2 Service Management Boundary

- 2.1 BT will provide and manage the Alibaba Professional Services in accordance with the terms of this Schedule and as set out in any applicable Order or SOW ("**Service Management Boundary**").
- 2.2 BT will have no responsibility for the Alibaba Professional Services outside the Service Management Boundary, including:
- 2.2.1 application migration if virtual to virtual or physical to virtual migration isn't feasible for your IT infrastructure;
  - 2.2.2 application verification after migration to Alibaba Cloud Services;
  - 2.2.3 application modernisation (unless expressly agreed with BT as set out in your SOW);
  - 2.2.4 application function and performance testing after migration to Alibaba Cloud Services;
  - 2.2.5 application configuration modification in Alibaba Cloud Services;
  - 2.2.6 operations related to applications during the system cutover, such as application starting and stopping.

## 3 Specific Terms

### 3.1 Changes to the Contract

- 3.1.1 BT may propose changes to this Schedule or the Charges (or both) by giving you Notice at least 30 days' Notice ("**Notice to Amend**").
- 3.1.2 Within 21 days of any Notice to Amend, you will provide BT Notice:
  - (a) agreeing to the changes BT proposed;
  - (b) requesting revisions to the changes BT proposed, in which case both of us will enter into good faith negotiations; or
  - (c) terminating the applicable SOW and paying BT all Charges owed in accordance with the terms of this Contract and SOW.
- 3.1.3 If we have not reached agreement in accordance with Paragraph 3.1.2(b), the terms of this Schedule will continue to apply unless you give Notice in accordance with Paragraph 3.1.2(c) or BT may give Notice of termination, in which case BT will cease delivering the Alibaba Professional Services at a mutually agreed date.

### 3.2 Changes to SOW

- 3.2.1 If you wish to change any already agreed SOW you will provide BT with written notice of the changes you require.



- 3.2.2 BT, in its absolute discretion, will confirm to you if your requested changes to any already agreed SOW can be implemented and if BT approves any changes to the SOW, BT will inform you if this will result in any changes to the Charges payable.
- 3.2.3 Once BT confirms to you that BT can honour your requested changes to any SOW, you will have 15 days to confirm to BT whether you wish to proceed with the changes at the revised Charges.
- 3.3 **Termination for Convenience**
- 3.3.1 For the purposes of Clause 17 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate the Alibaba Professional Services, including any SOWs, by giving 60 days' Notice to the other.
- 3.3.2 If you terminate the Alibaba Professional Services, including any SOWs, in accordance with Paragraph 3.3.1, you will pay BT any Charges owed to BT for any deliverables completed as at the date of termination.
- 3.4 **Invoicing**
- 3.4.1 Charges for Alibaba Professional Services will be invoiced as set out in your SOW.
- 3.4.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order or SOW:
- (a) Charges for expediting provision of the Alibaba Professional Services at your request after BT has informed you of the Customer Committed Date; and
  - (b) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.
- 3.5 **Termination Charges**
- 3.5.1 If you terminate the Contract or the Alibaba Professional Services 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; and
  - (b) any other Charges as set out in any applicable Order or Statement of Work
- 3.6 **Amendments to the General Terms**
- 3.6.1 The definition of 'Force Majeure Event' in the Defined Terms section of the General Terms is deleted in its entirety and replaced with the following:
- "Force Majeure Event"** means any event that neither of us can control and that stops or delays one of us from doing something, including, but not limited to:
- (a) natural event including a flood, a storm, lightning, a drought, an earthquake, or seismic activity;
  - (b) an epidemic or a pandemic;
  - (c) a terrorist attack, civil war, civil commotion or riots, war, the threat of war, preparation for war, an armed conflict, an imposition of sanctions, accidents, an embargo or a breaking-off of diplomatic relations;
  - (d) any law made or any action taken by a government or public authority, including not granting or revoking a licence or a consent;
  - (e) shortages of transportation, facilities, fuel, energy, labor or materials;
  - (f) collapsing buildings, a fire, explosion or accident; or
  - (g) any labour or trade dispute, a strike, industrial action or lockouts.
- 3.6.2 Paragraph 19.1 of the General Terms is deleted in its entirety and replaced with the following:
- '19.1 If a Force Majeure Event means a Service is completely and continuously unavailable for more than 15 days, either of us may terminate a Service straightaway by giving the other Notice, as long as the Force Majeure Event is still having an effect when the Notice is received, and we will each have to pay the other the amounts referred to in Clause 21.'
- 3.6.3 Paragraph 23.1 of the General Terms is deleted in its entirety and replaced with the following:
- '23.1 except for the payment of any Charges, not be liable for failing to do something they should have done, or for not doing it completely or on time to the extent this is caused by the Force Majeure Event;'
- 3.6.4 The wording in Clause 2 of the General Terms is deleted and replaced with the following:
- If there is a conflict between any of the documents, the order of priority, highest first, is:



- 2.1 any Statement of Work or Order;
- 2.2 the Schedule;
- 2.3 these General Terms; and
- 2.5 if applicable to a Service, the BT Price List.



## Part B – Service Delivery and Management

### 4 Your Obligations

#### 4.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Alibaba Professional Services, you will provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Alibaba Professional Services.

#### 4.2 During Operation

On and from the Service Start Date, you will:

- 4.2.1 provide BT with access to and use of all information, data, documentation, compute time, facilities, working space and offices services deemed necessary for BT to provide you with the Alibaba Professional Services;
- 4.2.2 provide professional and prompt liaison with BT in order to review progress on delivering the Alibaba Professional Services;
- 4.2.3 monitor and maintain any Customer Equipment connected to the Alibaba Professional Services or used in connection with Alibaba Professional Services;
- 4.2.4 ensure that any Customer Equipment that is connected to the Alibaba Professional Services or that you use, directly or indirectly, in relation to the Alibaba Professional Services is:
  - (a) adequately protected against viruses and other breaches of security;
  - (b) technically compatible with the Alibaba Professional Services and will not harm or damage BT Equipment, the BT Network, 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;
- 4.2.5 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 Alibaba Professional Services.

#### 4.3 The End of the Service

On termination of the Alibaba Professional Services by either of us, you will:

- 4.3.1 provide BT with all reasonable assistance necessary to remove any BT Equipment from the Site(s);
- 4.3.2 disconnect any Customer Equipment from BT Equipment located at the Site(s);
- 4.3.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
- 4.3.4 arrange for any BT Equipment located at the Site(s) to be returned to BT; and
- 4.3.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.



## Part C – Service Levels

### 5 Service Care Levels

There are no Service Levels for the Alibaba Professional Services.



## Part D – Defined Terms

### 6 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.

**“Alibaba Cloud Services”** means the cloud infrastructure platform that BT provides to you from the Supplier.

**“Alibaba Professional Services”** has the meaning given to it in Paragraph 1.

**“BT Price List”** means the document containing a list of BT’s charges and terms that may be accessed at: [www.bt.com/pricing](http://www.bt.com/pricing) (or any other online address that BT may advise you).

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

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

**“Customer Equipment”** means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with Alibaba Professional Services.

**“Device”** means any mobile handset, laptop, tablet or other item of handheld equipment, including all peripherals, excluding SIM Cards and applications, which are in scope of the Alibaba Professional Services, as set out in the Order

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

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

**“Service Management Boundary”** has the meaning given in Paragraph 2.1.

**“Site”** means a location at which the Alibaba Professional Services is provided.

**“SOW”** or **“Statement of Work”** means the document that sets out the scope of the professional consulting services and deliverables to be provided to you.

**“Supplier”** means Alibaba.com (Europe) Limited, a company incorporated under the laws of England and Wales with company number 06721521 and having its registered address at 3<sup>rd</sup> Floor, Davidson Building, 5 Southampton Street, London WC2E 7HA.