



BT Hybrid Cloud Practice 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 Practice

1 Service Summary

BT will provide you with a professional consulting service consisting of a range of ad hoc project activities to complex digital transformation work, including, assessing your current IT environment, establishing a suitable migration strategy and providing relocation along with modernisation of your IT estate into a public cloud in accordance with the requirements set out in any applicable SOW ("**BT Hybrid Cloud Practice Service**").

The services BT can provide to you include any or all of the following features as 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 BT Hybrid Cloud Practice Service and provide you with a high level report functionality 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;
- (c) understanding the number of data centres, servers, databases and other computing components that make up your IT infrastructure; and
- (d) estimated effort to complete the migration.

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 BT Hybrid Cloud Practice Service consisting of:
 - (i) compatibility with a suitable public cloud service; and
 - (ii) system modernisation, performance and risk assessment;
- (b) high level design and requirements to migrate your IT infrastructure to a public cloud service consisting of:
 - (i) system, applications and service mapping;
 - (ii) logical topology design on public clouds;
 - (iii) network architecture design based on hybrid cloud architecture;
 - (iv) recommended data protection services;
 - (v) cloud architecture aligned to your business strategy;
 - (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 a public cloud provider 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 modernisation;
- (b) database modernisation;
- (c) application modernisation;
- (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 the chosen public cloud;
 - (o) data verification, which aims to check if the data is consistent with the legacy system;
 - (p) comprehensive testing of services on a public cloud;
 - (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; and
 - (u) optimisation and Operation and Maintenance (O&M) service after cutover.
- 1.3 In order for BT to provide you with the BT Hybrid Cloud Practice Service 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 BT Hybrid Cloud Practice Service;
 - 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; and
 - 1.3.3 all documentation pertaining to your current environment.
- 1.4 BT will not be liable for any delay in delivering the BT Hybrid Cloud Practice Service 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 BT Hybrid Cloud Practice Service 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 BT Hybrid Cloud Practice Service 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 a public cloud;
 - 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 a public cloud;
 - 2.2.5 application configuration modification within a public cloud environment;
 - 2.2.6 operations related to applications during the system cutover, such as application starting and stopping; and
 - 2.2.7 application development.

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 BT Hybrid Cloud Practice Service 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 BT Hybrid Cloud Practice Service, including any SOWs, by giving 60 days' Notice to the other.
- 3.3.2 If you terminate the BT Hybrid Cloud Practice Service, 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 BT Hybrid Cloud Practice Service 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 BT Hybrid Cloud Practice Service 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 BT Hybrid Cloud Practice 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; 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 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 BT Hybrid Cloud Practice Service, 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 BT Hybrid Cloud Practice Service.

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 BT Hybrid Cloud Practice Service;
- 4.2.2 provide professional and prompt liaison with BT in order to review progress on delivering the BT Hybrid Cloud Practice Service;
- 4.2.3 monitor and maintain any Customer Equipment connected to the BT Hybrid Cloud Practice Service or used in connection with BT Hybrid Cloud Practice Service;
- 4.2.4 ensure that any Customer Equipment that is connected to the BT Hybrid Cloud Practice Service or that you use, directly or indirectly, in relation to the BT Hybrid Cloud Practice Service is:
 - (a) adequately protected against viruses and other breaches of security;
 - (b) technically compatible with the BT Hybrid Cloud Practice Service and will not harm or damage 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 BT Hybrid Cloud Practice Service 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 BT Hybrid Cloud Practice Service.



Part C – Service Levels

5 Service Care Levels

There are no Service Levels for the BT Hybrid Cloud Practice Service.



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.

"BT Hybrid Cloud Practice Service" has the meaning given to it in Paragraph 1.

"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 BT Hybrid Cloud Practice Service.

"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 BT Hybrid Cloud Practice Service, 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, 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.

"Public Cloud" means a computing services offered by third-party providers over the public Internet.

"Service Management Boundary" has the meaning given in Paragraph 2.1.

"Site" means a location at which the BT Hybrid Cloud Practice Service 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.