



Private Cloud dedicated Schedule to the General Terms

Contents

A note on 'you'	2
Words defined in the General Terms	2
Part A – The Private Cloud dedicated Service	2
1 Service Summary	2
2 PCD Service	2
3 Service Management Boundary	2
4 Enabling Services	2
5 Equipment.....	3
6 Specific Terms.....	4
Part B – Service Delivery and Management	6
7 BT's Obligations	6
8 Your Obligations.....	6
9 Notification of Incidents	8
Part C – Service Levels.....	9
10 Availability Service Levels.....	9
Part D – Defined Terms	10
11 Defined Terms.....	10



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 – The Private Cloud dedicated Service

1 Service Summary

BT will provide, manage and monitor your private cloud infrastructure platform at your choice of hosting location as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 3 ("**PCD Service**").

2 PCD Service

The PCD Service comprises of the following elements and as further set out in any applicable Order:

2.1 Private Cloud Infrastructure Platform

2.1.1 BT will provide you with a private cloud infrastructure platform that will allow you to build Virtual Machines as well as amend, add or remove various Computing Elements.

2.1.2 The configuration options available and the methods to configure them will depend on the automation option selected (as set out in Paragraph 2.4) and are further described in the relevant user guide or service description that BT will provide to you.

2.2 Monitoring

BT will monitor and manage the PCD Service, up to the point of the Service Management Boundary as set out in Paragraph 3, on your behalf to ensure it is operating as efficiently as possible.

2.3 Equipment Installation

If you elect to host your data centre at your own or a third party Site in accordance with Paragraph 4.4.1, BT will install and configure the BT Equipment at your chosen Site as set out in the applicable Order.

2.4 Automation Options

You will choose one of the following automation options in order that BT can manage the PCD Service:

2.4.1 Advanced Virtualisation– any service changes or requests to the PCD Service will be processed by BT and you will be unable to access the self-service functionality ("**Advanced Virtualisation**"); or

2.4.2 Advanced Orchestration – you will be able to undertake service changes to the PCD Service in real-time through automation and self-service ("**Advanced Orchestration**").

3 Service Management Boundary

3.1 BT will provide and manage the PCD Service in accordance with Parts B and C of this Schedule and as set out in any applicable Order up to the hypervisor layer, the self-service orchestration layer (if ordered) and the CMS Portal ("**Service Management Boundary**").

3.2 BT will have no responsibility for the PCD Service outside the Service Management Boundary including any Content used in any way on any BT Equipment or the PCD Service.

3.3 BT does not make any representations, whether express or implied, about whether the PCD Service will operate in combination with any Customer Equipment or other equipment and software.

4 Enabling Services

4.1 You will have:

- (a) data centre networking capability;
- (b) remote access capability that allows BT to establish a monitoring link to your IT infrastructure, including any data centre, on a 24x7x365 basis;
- (c) the Internet or other connectivity in place that will connect to the PCD Service; and
- (d) if you have chosen Advanced Virtualisation, you will order the Base Hybrid Managed Services from BT, which is governed by its own separate terms and will ensure that the minimum technical requirements that BT requires are met, so that BT can deliver a correctly functioning PCD Service, (each an "**Enabling Service**").



- 4.2 If BT provides you with any services other than the PCD 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 own separate terms.
- 4.3 If you are required by Applicable Law to purchase the PCD Service from a third party supplier, BT will manage the PCD Service as your agent. You will provide BT with a letter of agency to enable BT to manage the third party.
- 4.4 **Data Centres**
- 4.4.1 You must have a data centre to host the PCD Service and you will choose one of the following data centre hosting options:
- (a) a BT data centre: BT will host the PCD Service at one of BT's global data centres;
 - (b) an on-premises data centre: you will host the PCD Service at a data centre located at one of your Sites; or
 - (c) a third party location: you will host the PCD Service at a third party's Site.
- 4.4.2 If you choose to host the PCD Service at either your own Site or a third party's Site in accordance with Paragraph 4.4.1 you will ensure that:
- (a) you have all necessary authorisations, licences and any other consents required in order to allow a data centre to be hosted at such a location;
 - (b) BT has been granted access to your data centre in order that BT can provide the PCD Service in accordance with the terms of this Contract; and
 - (c) any location you choose to host a data centre meets, and continues to meet, any and all requirements that BT notifies you of.
- 4.4.3 BT is not liable in any way for any failure of the PCD Service as a result of your failure to meet any of your obligations as set out in Paragraph 4.4.2.

5 Equipment

5.1 Use of BT Equipment

In relation to BT Equipment, you will:

- 5.1.1 keep the BT Equipment safe and without risk to health;
- 5.1.2 only use the BT 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;
- 5.1.3 not move the BT Equipment or any part of it from the Site(s) without BT's written consent and you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;
- 5.1.4 not make any alterations or attachments to, or otherwise interfere with, the BT Equipment, 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;
- 5.1.5 not sell, charge, assign, transfer or dispose of or part with possession of the BT Equipment or any part of it;
- 5.1.6 not allow any lien, encumbrance or security interest over the BT Equipment, nor pledge the credit of BT for the repair of the BT Equipment or otherwise;
- 5.1.7 not claim to be owner of the BT Equipment and ensure that the owner of the Site(s) will not claim ownership of the BT Equipment, even where the BT Equipment is fixed to the Site(s);
- 5.1.8 in case of PCD setup in your datacentre or a third party datacentre, obtain appropriate insurance against any damage to or theft or loss of the BT Equipment;
- 5.1.9 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 where the BT Equipment is damaged, stolen or lost, except where the loss or damage to BT Equipment is a result of fair wear and tear or caused by BT;
- 5.1.10 ensure that the BT Equipment appears in BT's name in your accounting books or any other entity name that BT informs you of;
- 5.1.11 where there is a threatened seizure of the BT 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
- 5.1.12 notify any interested third parties that BT owns the BT Equipment.

5.2 BT Equipment

- 5.2.1 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.
- 5.2.2 If you are in breach of any of the terms of Paragraph 5.1, BT may charge you additional Charges to remedy any such breach.



6 Specific Terms

6.1 Minimum Period of Service

- 6.1.1 BT will provide you with the PCD Service for the Minimum Period of Service.
- 6.1.2 You may request an extension to the PCD 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**").
- 6.1.3 If you issue a Notice of Renewal in accordance with Paragraph 6.1.2, BT will extend the PCD Service for the Renewal Period and:
 - (a) BT will continue to provide the PCD Service;
 - (b) the Charges applicable during the Minimum Period of Service may cease to apply and BT will inform you of what any new Charges are and invoice you the new Charges as set out in your new Order from expiry of the Minimum Period of Service;
 - (c) both of us will continue to perform each of our obligations in accordance with the Contract; and
 - (d) BT may, in its sole discretion, replace any BT Equipment that BT considers necessary to continue to provide you with the PCD Service and you will pay BT the Charges for the replacement of any such BT Equipment.
- 6.1.4 If you do not issue a Notice of Renewal in accordance with Paragraph 6.1.2, BT will cease delivering the PCD Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.

6.2 Changes

- 6.2.1 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 PCD Service.
- 6.2.2 BT may propose material changes to the PCD Service, Schedule or the Charges (or any of these) by giving you 60 days' Notice ("**Notice to Amend**").
- 6.2.3 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) requesting termination of the relevant PCD Service that is impacted by the Notice to Amend at a date mutually agreed between us and provided that you pay BT all Charges due under this Contract for the terminated service.

6.3 Customer Committed Date

- 6.3.1 If you request a change to the PCD Service or any part of the PCD Service, then BT may revise the Customer Committed Date to accommodate that change.
- 6.3.2 BT may expedite delivery of the PCD Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

6.4 Licence and EULA

- 6.4.1 BT grants you a non-exclusive, non-transferable licence to use any software provided to you for your own business operations only and in relation to the PCD Service and any BT Equipment ("**Licence**").
- 6.4.2 You will comply with any registration or authorisation process that BT or the Supplier presents to you in order to use any software provided to you as part of the PCD Service.
- 6.4.3 If applicable, you will accept and enter into any end user licence agreement that BT or the Supplier provides to you and as may be amended or supplemented from time to time by BT or the Supplier ("**EULA**").
- 6.4.4 You will observe and comply with the EULA for all any use of the applicable Software.
- 6.4.5 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the EULA, BT may restrict or suspend the PCD Service upon reasonable Notice, and:
 - (a) you will continue to pay the Charges for the PCD Service until the end of the Minimum Period of Service; and
 - (b) BT may charge a re-installation fee to re-start the PCD Service.
- 6.4.6 You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between you and the Supplier and you will deal with the Supplier with respect to any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.



6.4.7 Where the EULA is presented in a 'click to accept' function and you require BT to configure or install Software on your behalf, BT will do so as your agent and bind you to the EULA.

6.5 IP Addresses and Domain Names

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

6.5.2 All of your rights to use IP Addresses or Domain Names will cease on termination or expiration of the PCD Service.

6.5.3 BT cannot ensure that any requested Domain Name is available from or approved for use by the applicable Regional Internet Registry and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.

6.5.4 You warrant that you are the owner of, or are authorised by the owner of, the trade mark or name that you wish to use as a Domain Name.

6.5.5 You will pay all fees associated with registration and maintenance of your Domain Name, and will reimburse BT for any and all fees that BT pays to any applicable Regional Internet Registry, and thereafter pay such fees directly to the applicable Regional Internet Registry.

6.6 Invoicing

6.6.1 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 as per the pre-agreed invoice schedule;
- (b) Recurring Charges, except Usage Charges, monthly in advance;
- (c) Usage Charges, monthly in arrears;
- (d) Professional Services Charges;
- (e) De-installation Charges within 60 days of de-installation of the PCD Service; and
- (f) any Termination Charges incurred in accordance with Paragraph 6.8 upon termination of the relevant Service.

6.6.2 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 PCD Service in accordance with Paragraph 7.2 outside of Business Hours;
- (c) Charges where BT has been unable to provide the PCD Service in accordance with agreed timescales due to delay by you in complying with your obligations in this Contract;
- (d) Charges for expediting provision of the PCD Service at your request after BT has informed you of the Customer Committed Date; and
- (e) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

6.7 Termination for Convenience

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 PCD Service by giving 90 days' Notice to the other.

6.8 Termination Charges

6.8.1 If you terminate the Contract or the PCD 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;
- (c) any other Charges as set out in any applicable Order; and
- (d) any charges reasonably incurred by BT from a supplier as a result of the early termination.

6.8.2 In addition to the Charges set out at Paragraph 6.8.1 above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT Termination Charges, as compensation, equal to 100 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service.



Part B – Service Delivery and Management

7 BT's Obligations

7.1 Service Delivery

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

- 7.1.1 provide you with contact details for the Service Desk; and
- 7.1.2 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.

7.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 7.2.1 configure the PCD Service;
- 7.2.2 conduct a series of standard tests on the PCD Service to ensure that it is configured correctly;
- 7.2.3 confirm the PCD Service is ready for acceptance testing; and
- 7.2.4 connect the PCD Service to each Enabling Service.

7.3 During Operation

On and from the Service Start Date, BT:

- 7.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Care Levels in Part C of the Contract if BT detects or if you report an Incident;
- 7.3.2 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 PCD Service or BT Equipment, however, BT may inform you with less notice than normal where Maintenance is required in an emergency;
- 7.3.3 may, in the event of a security breach affecting the PCD Service, require you to change any or all of your passwords in addition to prescribing other steps you will need to implement to secure the service; and
- 7.3.4 may implement any changes to the PCD Service requested by you and agreed by BT in line with operational and commercial discussions.

7.4 The End of the Service

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

- 7.4.1 may disconnect and remove any BT Equipment located at the Site(s); and
- 7.4.2 delete any Content that you have not removed from any BT Equipment or the PCD Service in accordance with the terms of this Contract.

8 Your Obligations

8.1 Service Delivery

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

- 8.1.1 provide all required configuration details to BT teams to enable appropriate design and implementation of the PCD service;
- 8.1.2 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 PCD Service;
- 8.1.3 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
- 8.1.4 ensure that the LAN protocols and applications you use are compatible with the PCD Service;
- 8.1.5 prepare and maintain the Site(s) for the installation of BT Equipment and supply of the PCD Service, including:
 - (a) providing a suitable and safe operational environment for BT Equipment including all necessary trunking, conduits, cable trays, and data communication 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 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 PCD Service and BT Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the PCD 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; and
- (f) provide access to a remote hands team for basic onsite tasks to be conducted under BT configuration team's guidance.

8.2 Acceptance Tests

- 8.2.1 You will carry out the Acceptance Tests for the PCD Service within five Business Days after receiving Notice from BT in accordance with Paragraph 7.2.3 ("**Acceptance Test Period**").
- 8.2.2 The PCD 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.
- 8.2.3 Subject to Paragraph 8.2.4, the Service Start Date will be the earlier of the following:
 - (a) the date that you confirm or BT deems acceptance of the PCD Service in writing in accordance with Paragraph 8.2.2;
 - (b) the date of the first day following the Acceptance Test Period; or
 - (c) the date you start to use the PCD Service.
- 8.2.4 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.

8.3 During Operation

On and from the Service Start Date, you will:

- 8.3.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 8.3.2 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;
- 8.3.3 monitor and maintain any Customer Equipment connected to the PCD Service or used in connection with the PCD Service;
- 8.3.4 ensure that any Customer Equipment that is connected to the PCD Service or that you use, directly or indirectly, in relation to the PCD Service is:
 - (a) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means;
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the PCD Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (d) 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;
- 8.3.5 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 PCD Service;
- 8.3.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the PCD Service;
- 8.3.7 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the PCD 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 PCD 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 PCD Service if BT requests you to do so in order to ensure the security or integrity of the PCD Service.
 - 8.3.8 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 PCD Service;
 - 8.3.9 scan all deliverables provided to you as part of the PCD Service and the media on which they are delivered with a current version of an anti-virus application in an effort to detect and eliminate any virus or other software routine, code, device, mechanism or similar item that could disrupt, disable, harm or otherwise impede any program, hardware or data or otherwise interfere with the PCD Service provided to you;
 - 8.3.10 maintain a current version of an anti-virus application continuously running on any system to which BT is given access or to which BT is delivering the PCD Service on;
 - 8.3.11 ensure the accuracy of any data or other representation made to BT as part of any due diligence or negotiation process provided through the PCD Service and you may be liable for additional Charges if BT finds that any such information materially diverges from what was originally provided; and
 - 8.3.12 implement commercially reasonable data back-up measures, including a daily back-up process and backing-up the relevant data before BT performs any remedial, upgrade or other works on your IT infrastructure as part of the PCD Service. Subject to any Applicable Laws, BT will have no liability for corruption, damage, loss or miss-transmission of any data as part of the PCD Service.
- 8.4 The End of the Service**
- On expiry or termination of the PCD Service by either of us, you will:
- 8.4.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s);
 - 8.4.2 disconnect any Customer Equipment from BT Equipment located at the Site(s);
 - 8.4.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
 - 8.4.4 migrate and permanently erase (by use of a method that does not cause damage to the PCD Service, including any BT Equipment) all Content and any other data hosted on the PCD Service at a mutually agreed date between us;
 - 8.4.5 arrange for any BT Equipment located at the Site(s) to be returned to BT as per guidelines issued by BT decommissioning or logistics teams;
 - 8.4.6 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment; and
 - 8.4.7 carry out any work that may be required to make good any cosmetic damage to the Site(s) caused during decommissioning.

9 Notification of Incidents

Where you become aware of an Incident:

- 9.1 The Customer Contact will report it to the Service Desk;
- 9.2 BT will give you a Ticket;
- 9.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
 - 9.3.1 you confirm that the Incident is cleared within 24 hours after having been informed; or
 - 9.3.2 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.
- 9.4 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.
- 9.5 Where BT becomes aware of an Incident, Paragraphs 9.2, 9.3 and 9.4 will apply.



Part C – Service Levels

10 Availability Service Levels

10.1 BT aims to provide the PCD Service, but excluding the CMS Portal, with an availability target of 99.95% ("Availability Service Level").

10.2 If BT fails to meet the Availability Service Level then you will be entitled to the following:

Availability Target	Service Credit
For every reported Incident that BT fails to meet against the Availability Service Level	1 day's Recurring Charges

10.3 The Availability Service Level is measured as the combined availability of the PCD Service to the network interface connected to the PCD Service in the relevant data centre. Individual or combined element failures of the PCD Service will not constitute an Incident for Availability Service Level calculations unless the element(s) failure causes a total loss of the PCD Service.

10.4 The Availability Service Level will be measured as a proportion of time in a calendar month starting from the first day of the relevant calendar month. Where an Incident occurs at the end of a calendar month then it will be carried forward to the following calendar month.

10.5 If you are entitled to any Service Credits, BT will credit the Service Credit against your next invoice for the PCD Service.

10.6 Any Service Credits paid to you are subject to a monthly cap of one month's Recurring Charges.

10.7 Service Credits are your sole right and remedy if BT does not meet the Availability Service Level.

10.8 Any failure by BT to meet the Availability Service Level shall not be considered a material breach of your Contract.

10.9 You will report any Incident to BT. The measurement of the Availability Service Level begins when BT acknowledges the Incident and ends when BT informs you that the PCD Service has been restored.

10.10 Service Credit Claims

10.10.1 You must make claims for Service Credits via the Service Desk in writing, within one month of the Incident occurring.

10.10.2 BT will acknowledge the Incident and send a response letter to you and you must notify BT in writing within one month from the date of BT's response if there is a dispute or query relating to the claim for Service Credits.

10.11 Exclusions

10.11.1 The Availability Service Level will not apply when:

- (a) any failure of the PCD Service due to matters beyond BT's reasonable control;
- (b) the Incident is a result of your breach of the terms of this Contract;
- (c) any failure of the PCD Service directly or indirectly as a result of BT's suspension of the PCD Service under any provision of this Contract;
- (d) any scheduled downtime for Planned Maintenance (including emergency maintenance) or any other purpose agreed between us;
- (e) any delay relating to problems with or failure of the Internet;
- (f) any delay directly or indirectly caused by you;
- (g) an Incident caused by your failure to comply with any reasonable instruction from BT;
- (h) interference caused by a third party;
- (i) an Incident that is due to incorrect configuration of the PCD Service by you or any unauthorised activity or access taken by you;
- (j) any outage time as a result of the PCD Service being suspended in accordance with the terms of the Contract;
- (k) any Incident that is due to incorrect information provided by you, or on behalf of you;
- (l) any reported Incident where BT can find no fault; and
- (m) Customer or third party data centre related faults.



Part D – Defined Terms

11 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 8.2.1.

“Acceptance Tests” means those objective tests conducted by you that when passed confirm that you accept the PCD Service and that the PCD Service is ready for use save for any minor non-conformities that will be resolved as an Incident in accordance with Paragraphs 7.3.1.

“Advanced Orchestration” means the Service Option described in Paragraph 2.4.2.

“Advanced Virtualisation” has the meaning given in Paragraph 2.4.1.

“Availability Service Level” has the meaning given in Paragraph 10.

“BT Price List” means the document containing a list of BT’s charges and terms that may be accessed at: portal.cloud.bt.com (or any other online address that BT may advise you).

“Business Hours” means between the hours of 0800 and 1700 in a Business Day, in the location where services are getting delivered.

“Computing Elements” means the computing elements of your Virtual Machine including, but not limited to, storage, networking, processing capacity and reporting.

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

“Contracted Maintenance Hours” means the times during which BT will provide maintenance for BT Equipment, which are Business Hours unless set out otherwise in any applicable Order.

“CMS Portal” means the online portal that allows you to access and manage certain elements of the PCD Service.

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

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

“Domain Name” means a readable name on an Internet page that is linked to a numeric IP Address.

“Enabling Service” has the meaning given in Paragraph 4.1.

“EULA” has the meaning given in Paragraph 6.4.3.

“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 PCD Service or particular element of the PCD Service.

“Installation Charges” means those Charges set out in any applicable Order in relation to installation of the PCD Service 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 or a private network of a network card or controller that identifies a device and is visible by all other devices on the Internet.

“Licence” has the meaning given to it in Paragraph 6.4.1.

“Minimum Period of Service” means a period of 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 PCD 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 6.1.4.

“Notice to Amend” has the meaning given in Paragraph 6.2.2.

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

“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.

“Recurring Charges” means the Charges for the PCD Service or applicable part of the PCD 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 PCD Service, the initial 36 month period following the Minimum Period of Service, and each subsequent 36 month period.



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

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

“**Service Management Boundary**” has the meaning given in Paragraph 3.1.

“**Site**” means a location at which the PCD Service is provided.

“**Supplier**” means Dell Corporation Limited or any other third party supplier that BT employs to provide all or part of the PCD Service.

“**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 PCD Service or applicable part of the PCD 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 PCD Service, or the number of minutes the PCD Service was used for) with the relevant fee as set out in any applicable Order.

“**Virtual Machine**” means a self-contained operating system that functions as a separate server.