

Cloud Connect Microsoft® Azure Service Schedule to the General Terms

Contents

A note	on 'you'	2	
Words defined in the General Terms			
Part A – The Cloud Connect Microsoft® Azure Service			
	Service Summary		
	Service Options and Components		
3	Service Management Boundary	2	
4	Associated Services		
5	Specific Terms		
Part B – Service Delivery and Management			
6	BT's Obligations		
7	Your Obligations		
8	Notification of Incidents		
Part C – Service Levels			
9	On Time Delivery		
10	Service Availability	8	
11	Incident Resolution Service Level	8	
12	Requests for Service Credits	8	
Part D -	Part D – Defined Terms		
13	Defined Terms		



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 Cloud Connect Microsoft® Azure Service

1 Service Summary

BT will provide you with a range of management services, comprising of the design, deployment and in-life management of your cloud network service in Microsoft® Azure set out in any applicable Order and up to the point of the Service Management Boundary as set out in Paragraph 3 ("Cloud Connect Microsoft® Azure Service").

2 Service Options and Components

BT will provide you with such of the following options and components ("Service Options and Components") as set out in any applicable Order and in accordance with the details as set out in that Order:

- 2.1 **Service Design**: standard blueprint design patterns that can be deployed for customers with minimal customization.
- 2.2 Service Desk: access to a 24x7x365 Service Desk that will provide support to the Customer Infrastructure, as set out in any applicable Order.
- 2.3 **Configuration Management**: reactive and proactive configuration and technical support of the Customer Infrastructure to ensure that the Customer Infrastructure works efficiently with the Cloud Connect Microsoft® Azure Services.
- 2.4 Monitoring and Reporting: monitoring and reporting of each Customer Infrastructure under management.
- 2.5 **Change Management**: simple and complex changes of the Cloud Connect Microsoft® Azure Services.
- 2.6 **Identity Manager**: administration of access via Azure Lighthouse only.
- 2.7 Service Options and Components may not be available in all countries.

3 Service Management Boundary

- 3.1 BT will provide and manage the Cloud Connect Microsoft® Azure Service in accordance with Parts B and C of this Schedule and as set out in any applicable Order ("Service Management Boundary").
- 3.2 BT is responsible for the Services described in this Schedule up to the point where they are delivered as part of the Cloud Connect Microsoft® Azure Services and BT is not responsible for the availability, applications or any other element or functionality of the rest of the Cloud Service.
- 3.3 You are solely responsible for obtaining and maintaining all necessary software licences or other authorisations and consents required for the Cloud Connect Microsoft® Azure Services.
- 3.4 BT will have no responsibility for the Cloud Connect Microsoft® Azure Service outside the Service Management Boundary.
- 3.5 BT does not make any representations, whether express or implied, about whether the Cloud Connect Microsoft® Azure Service will operate in combination with any Customer Equipment or other equipment and software.

4 Associated Services

- 4.1 You will have the following services in place that will connect to the Cloud Connect Microsoft® Azure Service and are necessary for the Cloud Connect Microsoft® Azure Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
 - 4.1.1 computer hardware, software and telecommunications equipment and services necessary to access and use the Cloud Connect Microsoft® Azure Service;
 - 4.1.2 an appropriate network connection;
 - 4.1.3 Cloud Services, either purchased from BT or through the Cloud Services providers directly; and,
 - 4.1.4 the corresponding applications on the Cloud Services to enable BT to provide the Cloud Connect Microsoft® Azure Service;



(each an "Enabling Service").

- 4.2 If BT provides you with any services other than the Cloud Connect Microsoft® Azure Service this Schedule will not apply to those services and those services will be governed by their separate terms.
- 4.3 Your use of the Microsoft® Azure Management Portal and the provisioning of any of the Microsoft® Azure services will be subject to your acceptance of the Microsoft® terms of use and the terms of use for each service presented to you when you access the Microsoft® Azure Management Portal. You acknowledge Microsoft's conditions and agree to observe and comply with them for any and all use of the Microsoft® Azure services.
- 4.4 You are solely responsible for any obligation or liability arising out of transactions of any kind entered into between you and any third party accessing or relying on the Service, your information, or third party information. BT will not be a party to any transaction between you and any third party.

5 Specific Terms

5.1 Minimum Period of Service and Renewal Periods

- 5.1.1 Subject to Paragraph 5.2, unless one of us gives Notice to the other of an intention to terminate the Cloud Connect Microsoft® Azure Service at least 30 days before the end of the Minimum Period of Service or a Renewal Period, at the end of the Minimum Period of Service or Renewal Period, at the end of the Minimum Period of Service or Renewal Period, the Cloud Connect Microsoft® Azure Service will automatically extend for a Renewal Period and both of us will continue to perform each of our obligations in accordance with the Contract.
- 5.1.2 If either of us gives Notice to the other of an intention to terminate the Cloud Connect Microsoft® Azure Service, BT will cease delivering the Cloud Connect Microsoft® Azure Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.

5.2 Notice to Amend

- 5.2.1 BT may propose changes to this Schedule, the General Terms or the Charges (or any of them) 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**").
- 5.2.2 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.
- 5.2.3 If we have not reached agreement in accordance with Paragraph 5.2.2(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 5.2.2(c) or BT may give Notice of termination, in which case BT will cease delivering the Cloud Connect Microsoft® Azure Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period as applicable.

5.3 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 Cloud Connect Microsoft® Azure Service by giving 30 days' Notice to the other.

- 5.4 Minimum Revenue Commitment
 - 5.4.1 You will pay BT the Minimum Revenue Commitment throughout the duration of the Contract.
 - 5.4.2 BT may terminate the Cloud Connect Microsoft® Azure Service on 30 days' Notice if you fail to pay the Minimum Revenue Commitment or any part of it.

5.5 **Customer Committed Date**

- 5.5.1 If you request a change to the Cloud Connect Microsoft® Azure Service or any part of the Cloud Connect Microsoft® Azure Service, then BT may revise the Customer Committed Date to accommodate that change.
- 5.5.2 BT may expedite delivery of the Cloud Connect Microsoft® Azure Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

5.6 Service Transition



- 5.6.1 If you are transitioning your existing services to BT, you will provide any information or access BT reasonably requests within a reasonable period of time, including:
 - (a) an inventory list with information relating to each Device to be transitioned with relevant specifications, including:
 - (i) software licence information;
 - (ii) network diagrams;
 - (iii) Device name and IP addressing; and
 - (iv) details of any third party contracts, service level agreements and equipment; and,
 - (b) access to your Devices at least 20 Business Days prior to the Service Start Date.
- 5.6.2 Any changes to the inventory provided in accordance with Paragraph 5.6.1(a) will be made in writing and:
 - (a) may cause delay to the transition of your service or the Service Start Date; and
 - (b) may result in a change to the Charges to reflect the revised scope of the Cloud Connect Microsoft® Azure Service.
- 5.6.3 Whether or not you perform Acceptance Tests in accordance with Paragraph 7.2, you will provide reasonable technical support before and after the Service Start Date.

5.7 Termination of Microsoft Azure Services

5.7.1 If the Microsoft® Azure Services are terminated for whatever reason, BT will automatically terminate the Cloud Connect Microsoft® Azure Service and you will pay the Exit Fees and any other charges as set out in any applicable Order and this Contract.

5.8 IP Addresses

- 5.8.1 Except for IP Addresses expressly registered in your name, all IP Addresses made available with the Cloud Connect Microsoft® Azure Service will at all times remain BT's property or the property of BT's suppliers and are non-transferable.
- 5.8.2 All of your rights to use IP Addresses will cease on termination or expiration of the Cloud Connect Microsoft® Azure Service.

5.9 Invoicing

- 5.9.1 BT will create an order for Cloud Connect Microsoft® Azure Service on the Compute Management System (CMS) on your behalf for billing purposes. 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) Minimum Revenue Commitment;
 - (b) One Time & Usage Charges, monthly or quarterly in arrears (depending on your billing frequency), calculated at the then current rates;
 - (c) Professional Services Charges;
 - (d) any Exit Fees incurred in accordance with Paragraph 5.10.
- 5.9.2 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 Cloud Connect Microsoft® Azure Service in accordance with Paragraph 6.2 outside of Business Hours;
 - (c) Charges for expediting provision of the Cloud Connect Microsoft® Azure Service at your request after BT has informed you of the Customer Committed Date; and
 - (d) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.
- 5.9.3 Where BT has agreed that the Cloud Connect Microsoft® Azure Service may be included within one of BT's standard pricing packages or schemes, during the period that the Cloud Connect Microsoft® Azure Service is included in the pricing package or scheme, the Charges specified in the Schedule may be amended by the terms of the pricing package or scheme and upon termination of the pricing package or scheme, the Charges will revert to those specified in the Schedule.

5.10 Exit Fees

- 5.10.1 If you terminate any part of the Cloud Connect Microsoft® Azure Service for any reason, in accordance with Clause 17 of the General Terms, during the first twelve (12) month period from the Service Start Date, you will pay BT exit fees, as compensation, as detailed within the applicable Order ("**Exit Fees**").
- 5.10.2 Where you seek to terminate the Cloud Connect Microsoft® Azure Service, in accordance with Clause 17 of the General Terms and Conditions, after the initial twelve (12) months from the Service Start Date,



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.

5.11 Exclusive Management Access to the Cloud Connect Microsoft® Azure Services

- 5.11.1 You will grant BT sole, exclusive and unrestricted access to manage, modify and rectify the Cloud Services in order that BT can provide you with the Cloud Connect Microsoft® Azure Service ("**Exclusive Management Access**").
- 5.11.2 If you require BT to grant you Exclusive Management Access to the Cloud Services, you will notify BT in writing in advance of the time period you require Exclusive Management Access.
- 5.11.3 BT will then confirm to you in writing the time period that BT is able to grant you Exclusive Management Access. During such time period, the Service Levels will not apply and BT will not be liable for any Service Levels not being met.
- 5.11.4 You will not do anything on the Cloud Services that will result in BT having to remedy any actions you have taken on the Cloud Services in order for BT to provide the Cloud Connect Microsoft® Azure Service. You will be solely responsible for any acts or omissions made by you whilst using the Cloud Service.
- 5.11.5 BT will not be liable for any actions undertaken by you on the Cloud Service.
- 5.11.6 Where you complete an action on the Cloud Service, by act or omission, which causes BT to rectify such action, BT shall be permitted to charge additional Charges to rectify such action. Those additional Charges shall be set out in the applicable Order Form. During any time period that BT does need to remedy any issues with the Cloud Services in accordance with Paragraph 5.11.4, the Service Levels will continue to not apply.
- 5.11.7 You will indemnify BT against any Claims brought by any Cloud Services provider or a third party during the time period you have Exclusive Management Access.
- 5.11.8 At the end of the agreed time period in which BT has granted you Exclusive Management Access, BT will retake Exclusive Management Access and BT will confirm to you in writing when the Service Levels will apply.

Part B – Service Delivery and Management

6 **BT's Obligations**

6.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Cloud Connect Microsoft® Azure Service, BT will:

- 6.1.1 provide you with contact details for the Service Desk;
- 6.1.2 configure the Cloud Connect Microsoft® Azure Service;
- 6.1.3 conduct a series of standard tests on the Cloud Connect Microsoft® Azure Service to ensure that it is configured correctly;
- 6.1.4 connect the Cloud Connect Microsoft® Azure Service to each Enabling Service;
- 6.1.5 on the date that BT has completed the activities in this Paragraph 6.1, confirm to you that the Cloud Connect Microsoft® Azure is available for performance of any Acceptance Tests in accordance with Paragraph 7.2; and,
- 6.1.6 will provide you with a date on which delivery of the Cloud Connect Microsoft® Azure Service (or each part of the Cloud Connect Microsoft® Azure Service, including to each Site) is due to start ("Customer Committed Date") and will use commercially reasonable endeavours to meet any Customer Committed Date.

6.2 **Commissioning of the Service**

Before the Service Start Date, BT will:

- 6.2.1 configure the Cloud Connect Microsoft® Azure Service;
- 6.2.2 conduct a series of standard tests on the Cloud Connect Microsoft® Azure Service to ensure that it is configured correctly;
- 6.2.3 connect the Cloud Connect Microsoft® Azure Service to each Enabling Service; and,
- 6.2.4 on the date that BT has completed the activities in this Paragraph 6.2, confirm to you that the Cloud Connect Microsoft® Azure Service is available for performance of any Acceptance Tests in accordance with Paragraph 7.2.

6.3 **During Operation**



On and from the Service Start Date, BT:

- 6.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Levels in Part C of the Contract if BT detects or if you report an Incident on the BT Network;
- 6.3.2 will fulfil Service Requests;
- 6.3.3 may carry out Maintenance from time to time and will use reasonable endeavours to inform you;
- 6.3.4 at least five Business Days before any Planned Maintenance on the Cloud Connect Microsoft® Azure Service, however, BT may inform you with less notice than normal where Maintenance is required in an emergency; and,
- 6.3.5 may, in the event of a security breach affecting the Cloud Connect Microsoft® Azure Service, require you to change any or all of your passwords.

6.4 The End of the Service

On termination of the Cloud Connect Microsoft® Azure Service by either of us, BT:

- 6.4.1 will provide configuration information relating to the Cloud Connect Microsoft® Azure Service provided at the Site(s) in a format that BT reasonably specifies;
- 6.4.2 may delete any Content if required by Applicable Law.

7 Your Obligations

7.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Cloud Connect Microsoft® Azure Service, you will:

- 7.1.1 ensure that you have all necessary authorisations, licences and consents to allow BT to provide you with the Cloud Connect Microsoft® Azure Service;
- 7.1.2 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:
 - (a) inform your Users that as part of the Cloud Connect Microsoft® Azure Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
 - (b) ensure that your Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required); and
 - (c) agree that BT will not be liable for any failure by you to comply with this Paragraph (c), you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph (c).
- 7.1.3 allow BT to install all necessary software on your servers or other systems in order for BT to provide the Cloud Connect Microsoft® Azure Service.

7.2 Acceptance Tests

- 7.2.1 You will carry out the Acceptance Tests for the Cloud Connect Microsoft® Azure Service within five Business Days after receiving Notice from BT in accordance with Paragraph 6.2.4 ("Acceptance Test Period").
- 7.2.2 The Cloud Connect Microsoft® Azure 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.
- 7.2.3 Subject to Paragraph 7.2.4, the Service Start Date will be the earlier of the following:
 - (a) the date that you confirm or BT deems acceptance of the Cloud Connect Microsoft® Azure Service in writing in accordance with Paragraph 7.2.2; or
 - (b) the date of the first day following the Acceptance Test Period.
- 7.2.4 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.

7.3 **During Operation**

On and from the Service Start Date, you will:

- 7.3.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 7.3.2 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;



- 7.3.3 monitor and maintain any Customer Equipment connected to the Cloud Connect Microsoft® Azure Service or used in connection with a Cloud Connect Microsoft® Azure Service;
- 7.3.4 ensure that any Customer Equipment that is connected to the Cloud Connect Microsoft® Azure Service or that you use, directly or indirectly, in relation to the Cloud Connect Microsoft® Azure 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 Cloud Connect Microsoft® Azure 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;
- 7.3.5 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 Cloud Connect Microsoft® Azure Service;

- 7.3.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Cloud Connect Microsoft® Azure Service;
- 7.3.7 maintain a written list of current Users and provide a copy of such list to BT within five Business Days following BT's written request at any time;
- 7.3.8 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Cloud Connect Microsoft® Azure 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 Cloud Connect Microsoft® Azure 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 Cloud Connect Microsoft® Azure Service if BT requests you to do so in order to ensure the security or integrity of the Cloud Connect Microsoft® Azure Service.
- 7.3.9 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 Cloud Connect Microsoft® Azure Service.

8 Notification of Incidents

- 8.1 Where you become aware of an Incident:
 - 8.1.1 the Customer Contact will report any Severity Level 1 Incidents and Severity Level 2 Incidents via telephone to the Service Desk otherwise if the Severity Level 1 Incidents and Severity Level 2 Incident is not reported via telephone it will be deemed a Severity Level 3 Incident;
 - 8.1.2 BT will give you a Ticket;
 - 8.1.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
 - (a) you confirm that the Incident is cleared within 24 hours after having been informed; or
 - (b) 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.
- 8.2 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.
- 8.3 Where BT becomes aware of an Incident, Paragraphs 8.1.1, 8.1.3 and 8.2 will apply.



Part C – Service Levels

9 On Time Delivery

9.1 BT will deliver the Service on or before the Customer Committed Date (the "On Time Delivery Service Level").

10 Service Availability

10.1 A service availability target is offered for the Cloud Connect Microsoft® Azure Service where it is deployed. This is based on the availability SLA offered by Azure for each of the components under management.

11 Incident Resolution Service Level

11.1 From the Service Start Date and subject to you reporting at least four Qualifying Incidents per calendar month in accordance with Paragraph 8, BT will provide the Cloud Connect Microsoft® Azure Service with the response and resolution times for Qualifying Incidents in accordance with the below table ("Incident Resolution Service Level"):

Incident Category	Incident Resolution Service Levels
Severity Level 1	5 hours
Severity Level 2	12 hours
Severity Level 3	24 hours
Severity Level 4	48 hours

11.2 If BT fails to meet the Incident Resolution Service Level, you may request Service Credits at the rate of four per cent of the Usage Charges for the Cloud Connect Azure Service with the Usage Charges being based on the month the Incident was reported to BT in accordance with Paragraph 10.

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 Qualifying 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 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 Cloud Connect Microsoft® Azure 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; or
 - 12.5.2 during any trial period of the Cloud Connect Microsoft® Azure Service.

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 7.2.



"Acceptance Tests" means those objective tests conducted by you that when passed confirm that you accept the Cloud Connect Microsoft® Azure Service and that the Cloud Connect Microsoft® Azure Service is ready for use save for any minor non-conformities that will be resolved as an Incident in accordance with Paragraph 6.3.1.

"Availability" means the period of time when the Cloud Connect Microsoft® Azure Service is functioning.

"Azure Lighthouse" means a capability that provides a single control plane to view and manage Microsoft Azure Services across your customers with higher automation, scale, and enhanced governance.

"Acceptable Use Policy" means BT's Acceptable Use Policy, as amended from time to time.

"**BT Price List**" means the document containing a list of BT's charges and terms that may be accessed at: <u>www.bt.com/pricing</u> (or any other online address that BT may advise you).

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

"Change Management" has the meaning given to it in Paragraph 2.5.

"Cloud Connect Microsoft® Azure Service" has the meaning given in Paragraph 1.

"Cloud Services" means the cloud based computing infrastructure platform that BT confirms is compatible with the Cloud Connect Microsoft® Azure Service.

"Configuration Management" has the meaning given to it in Paragraph 2.3.

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

"Customer Committed Date" has the meaning in Paragraph 6.1.6

"Customer Equipment" means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with a Cloud Connect Microsoft® Azure Service.

"Customer Infrastructure" means the virtual machines, networks or other virtual infrastructure that

you use in connection with your Cloud Services and which BT has agreed to support through the Cloud Connect Microsoft® Azure Service, as set out in any applicable Order.

"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 Cloud Connect Microsoft® Azure Service, as set out in the Order

"Enabling Service" has the meaning given in Paragraph 4.1.

"Exclusive Management Access" has the meaning given to it in Clause 5.11.

"Exit Fees" has the meaning given to it in Paragraph 5.10.

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

"Identity Manager" has the meaning given to it in Paragraph 2.6.

"Incident" means an unplanned interruption to, or a reduction in the quality of, the Cloud Connect Microsoft® Azure Service or particular element of the Cloud Connect Microsoft® Azure Service.

"Incident Category" means each of the severity levels set forth in the table at Paragraph 11.1.

"Incident Resolution Service Levels" has the meaning given to it in Paragraph 11.

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

"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.

"Microsoft® Azure Management Portal" means the Supplier owned and managed web interface through which you may access the Microsoft® Azure catalogue found at portal.azure.com or any other website that BT or the Supplier informs you of.

"Microsoft® Azure Service(s)" means a collection of Microsoft® cloud services including computing, database, mobile, networking, storage and analytics, and web services.

"Minimum Period of Service" means a period of 12 consecutive months beginning on the Service Start Date, unless set out otherwise in any applicable Order.

"Monitoring and Reporting" has the meaning given to it in Paragraph 2.4.

"Monthly Recurring Charges" means the monthly Recurring Charges for the Cloud Connect Microsoft® Azure Service and the sum of the Usage Charges for the three full previous months divided by three.

"Notice to Amend" has the meaning given in Paragraph 5.2

"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:

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

"**Recurring Charges**" means the Charges for the Cloud Connect Microsoft® Azure Service or applicable part of the Cloud Connect Microsoft® Azure 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 Cloud Connect Microsoft® Azure Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

"Service Design" has the meaning given to it in Paragraph 2.1.

"Service Desk" has the meaning given to it in Paragraph 2.2.

"Service Level" means each of the On Time Delivery Service Level, the Availability Service Level, the Network Performance Service Level and the Resiliency Restoration Service Level.

"Service Management Boundary" has the meaning given in Paragraph 3.

"Service Options and Components" has the meaning given in Paragraph 2.

"Severity Level 1" means a Qualifying Incident that cannot be circumvented and that constitutes a complete loss of the Cloud Connect Microsoft® Azure Service.

"Severity Level 2" means a Qualifying Incident that has a large impact on the Cloud Connect Microsoft® Azure Service and, for example, results in part of the Cloud Connect Microsoft® Azure Service not functioning properly.

"Severity Level 3" means a Qualifying Incident that has a minor impact on the Cloud Connect Microsoft® Azure Service such as a component of the Cloud Connect Microsoft® Azure Service not functioning correctly that causes a minor degradation to the performance or functionality of the Cloud Connect Microsoft® Azure Service.

"Severity Level 4" means a Qualifying Incident that has no observable impact on the Cloud Connect Microsoft® Azure Service.

"Site" means a location at which the Cloud Connect Microsoft® Azure Service is provided.

"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 Cloud Connect Microsoft® Azure Service or applicable part of the Cloud Connect Microsoft® Azure 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 Cloud Connect Microsoft® Azure Service, or the number of minutes the Cloud Connect Microsoft® Azure Service was used for) with the relevant fee as set out in any applicable Order.