

# Edge Compute Service Schedule

## Part A - Service Terms

### Section A –Service Terms

#### 1. SERVICE SUMMARY

- 1.1** BT's Edge Compute Service supports multiple use cases where customers wish to securely collate, aggregate and process specific data for analysis on their network and server platforms from the edge of their computing estate. Centralised AI-driven analysis is applied to the captured data and presented to the Customer on accessible dashboards from the cloud. BT will provide, manage and monitor the Customer's Edge Compute infrastructure (including hardware and software) at the Customer's choice of hosting location(s) as set out in any applicable Order, comprising:
- 1.1.1** the standard components of the Service set out in Part B; and
  - 1.1.2** any optional components described in Part B and set out in any applicable Order, up to the point of the Service Management Boundary ("**Service**").
- 1.2** This Part A sets out the specific terms and conditions applicable to the Service, and Part B sets out the service description and the terms relating to how BT manages the Service.
- 1.3** This Schedule will not apply:
- 1.3.1** for the provision of any other services provided by BT (including the Enabling Services) as such services will be governed by their separate terms and conditions; and
  - 1.3.2** for the sale of the Infrastructure Devices. The sale of Infrastructures Devices will be subject to a separate Order with the respective terms and conditions for sale of equipment of the country(ies) where such equipment is sold.

#### 2. MAINTENANCE, CHANGES TO THE SERVICE AND SUSPENSION

- 2.1** BT may carry out Planned Maintenance on the Service from time to time. BT will inform the Customer at least seven (7) calendar days before any scheduled hardware or software maintenance. The Service will require a minimum of two and maximum of four, Planned Maintenance windows throughout a calendar year, at a time as agreed by the Parties. The Customer acknowledges that failure to agree a Planned Maintenance window strategy during on-boarding may severely impact BT's ability to deliver proactive services which may result in a lack of support for Infrastructure Devices which may be attached to the Edge Compute Service infrastructure.
- 2.2** BT may change the Service so long as the performance and quality of the Service is not materially adversely affected. Prior to introducing any change to the Service BT shall provide the Customer with as much notice as is reasonably practicable. Such changes may include:
- 2.2.1** introducing or removing features of the Service; or
  - 2.2.2** replacing the Service with a materially equivalent Service.
- 2.3** Whilst BT will take the necessary steps to stop anyone getting unauthorised access to any part of the BT Network, BT cannot prevent against unauthorised or unlawful access to or use of either the BT equipment or the Service.
- 2.4** BT may occasionally suspend the Service in an event of emergency and/or to safeguard the integrity and security of its network and/or repair or enhance the performance of its network. Where possible, BT shall inform the Customer without undue delay in advance. Where it is not possible to inform the Customer in advance of restriction or suspension of any affected Service BT shall explain as soon as is reasonably practicable afterwards why such restriction or suspension was required.

**Section B – Customer Obligations and related Additional Terms****3. GENERAL CUSTOMER OBLIGATIONS****3.1** The Customer will:

- 3.1.1** provide BT with the names and contact details of the Customer contact;
- 3.1.2** use the Incident reporting procedures notified to Customer by BT, and ensure that the Customer operational contact is available for all subsequent Incident management communications;
- 3.1.3** ensure that the local area network (LAN) protocols, applications and equipment used by Customer are compatible with the Service;
- 3.1.4** complete any preparation activities that BT may request to enable the Customer to receive the Service promptly and in accordance with any agreed timescales;
- 3.1.5** without undue delay provide BT with any information or assistance reasonably required by BT to enable it to perform its obligations hereunder with respect to the Service;
- 3.1.6** in jurisdictions where an employer is legally required to make a disclosure to its Users and employees in relation to the Service:
  - (a)** inform Users (individually or via local workers councils depending on Applicable Law) that as part of the Service being delivered by BT, BT may monitor and report the use of any targeted applications;
  - (b)** ensure that Users have consented or are deemed to have consented to such monitoring and reporting (where such consent is legally required); and
- 3.1.7** be responsible for its Content and that of its Users (including any Content hosted by the Customer or any User on behalf of third parties);
- 3.1.8** where the Customer has selected S<sup>3</sup> Dashboard:
  - (a)** provide the Supplier and BT with remote access to the Gateway Virtual Machine to enable the Supplier and/or BT to install software required to resolve Service Incident(s); and
  - (b)** be responsible for resolving all faults in respect of the Gateway Virtual Machine.

**4. CUSTOMER EQUIPMENT, SITES AND ENABLING SERVICES****4.1** The Customer will:

- 4.1.1** provide BT with any information reasonably required, including information in relation to health and safety and the environment, without undue delay, and will ensure that the information is accurate and complete;
- 4.1.2** provide, at its own cost, any necessary internal cabling between the BT equipment and any Customer equipment, including in particular the cabling between the NTU and any BT equipment at a Site;
- 4.1.3** monitor and maintain any Customer equipment connected to the Service or used in connection with a Service;
- 4.1.4** ensure that any Customer equipment that is connected to the Service or that the Customer uses, directly or indirectly, in relation to the Service:
  - (a)** is connected using the applicable BT NTE, unless the Customer has BT's permission to connect by another means;
  - (b)** is adequately protected against viruses and other breaches of security;
  - (c)** will not harm or damage BT equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment;

- (d) is 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;
- 4.1.5 immediately disconnect any Customer equipment, or advise BT to do so at the Customer's 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 the Customer is contacted by BT about such material,and redress the issues with the Customer equipment prior to reconnection to the Service;
- 4.1.6 for Sites not under BT's control, get all the consents, licences, permissions and authorisations BT and the Customer need and keep them up to date so BT can provide the Service at the Sites, including for:
  - (a) making alterations to buildings;
  - (b) getting into property;
  - (c) dealing with local authorities, landlords or owners;
  - (d) installing equipment; and
  - (e) using the Service over the Customer's network or at a Site;
- 4.1.7 provide BT, or third parties acting on BT's behalf, with access to any Site(s) during Business Hours, or as otherwise agreed in an Order or permitted, to enable BT or its third parties, to set up, deliver, manage, maintain and restore the Service;
- 4.1.8 procure services that are needed to permit the Service to operate, including Enabling Services, and ensure they meet the minimum technical requirements specified by BT;
- 4.1.9 inform BT of any Planned Maintenance on any third party provided Enabling Service;
- 4.1.10 provide service assurance support to BT, where requested, to progress the resolution of Incidents for any BT equipment installed on an Enabling Service that is not being provided by BT; and
- 4.1.11 where the Customer has provided its own or a third party Enabling Service, ensure and confirm to BT that the Enabling Service is working correctly before reporting Incidents to BT.

## 5. SOFTWARE

- 5.1 The Customer will comply with any registration or authorisation process that BT or the Suppliers present to the Customer in order to use any software provided as part of the Service.
- 5.2 BT will ensure that all software licences and relevant Supplier support agreements are placed and renewed for the term of the Service. Such licences and agreements shall be retained by BT for the duration of the Service.
- 5.3 BT's software Suppliers will provide support and maintenance services (consisting of major releases, minor releases and maintenance releases) only for software products specified in their support policies or specified at the time of purchase with BT. They will not provide support and maintenance services covering hardware, operating systems, networks or third-party software. The following are excluded from support and maintenance services:
  - 5.3.1 alterations or modifications to its software;
  - 5.3.2 defects in the software due to accident, hardware malfunction, abuse or improper use;
  - 5.3.3 any versions of the software for which it has discontinued support and maintenance services;
  - 5.3.4 training, customisation, integration and any issues arising from non-standard usage of the software;
  - 5.3.5 any on-Site services or remote access services (unless it requests remote access to assist it in understanding an issue);

- 5.3.6** assistance in developing User-specific customisations;
  - 5.3.7** assistance with installation or configuration of hardware, including computers, hard drive, networks or printers; and
  - 5.3.8** assistance with non-Supplier products, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks or communications systems.
- 5.4** A software update service will be provided to Infrastructure Devices whether this is a patch or minor version update and necessary to maintain the stability and security of the Service, and where BT's Supplier publishes a critical service impact or critical security risk advisory recommending an update is deployed. BT will identify updates necessary for essential and secure operation of the Service and agree a maintenance window with the Customer. Updates relating to stability and security of the Service will be limited to critical or security updates only as stated by BT's Supplier and will be deployed as soon as practically possible. All other updates will be subject to review by BT. The following conditions will apply for any software update:
- 5.4.1** Software updates will not necessarily be to the latest version as they may not be compatible with Customer's configuration.
  - 5.4.2** BT will assess any upgrade which claims to resolve a relevant Incident.
  - 5.4.3** BT's operational change management process will be used to assess the impact of the change across the whole Service. If it is necessary for a software update to be deployed, this will be subject to a consultative review and will follow BT's change management process.
  - 5.4.4** Typically, one software update is included per year under normal business operations. BT anticipates that a quarterly review of patches and upgrades will be undertaken and BT will agree maintenance windows with the Customer within which to perform these activities.

## **6. PASSWORDS, AUTHORISED USERS AND SECURITY**

- 6.1** The Customer is responsible for the proper use of any usernames, personal identification numbers and passwords or similar used in conjunction with the BT equipment or the Service, and the Customer will take all required precautions to ensure that the foregoing are kept confidential, secure and not made available to unauthorised persons.
- 6.2** The Customer will distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service.
- 6.3** The Customer will promptly terminate access of any person who is no longer an authorised User.
- 6.4** The Customer will promptly inform BT if an individual 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.
- 6.5** The Customer will change any or all passwords or other systems administration information used in connection with the Service if BT asks Customer to do so in order to help safeguard ensure the security or integrity of the Service.
- 6.6** The Customer will not allow any specific User license to be used by more than one User unless it has been reassigned in its entirety to another User.

## **7. IP ADDRESSES AND DOMAIN NAMES**

- 7.1** Except for IP Addresses expressly registered in the Customer's name, all IP Addresses and Domain Names made available by BT with the Service will at all times remain BT's property or the property of BT's suppliers and are non-transferable.
- 7.2** All the Customer's rights to use BT IP Addresses or BT Domain Names will cease on termination or expiration of the Service.

- 7.3** The Customer warrants that they are the owner of, or are authorised by the owner of, the trade mark or name that the Customer wishes to use as Customer's Domain Name.
- 7.4** The Customer will pay all fees associated with registration and maintenance of the Customer's 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.

## Section C – Acceptable Use Policy

### 8. INTRODUCTION

- 8.1** The Customer acknowledges that it has read and agrees to be bound by and to ensure that any Users will comply with this section C ("**Acceptable Use Policy**" or "**AUP**") and generally accepted Internet standards.

### 9. USE OF THE SERVICE

- 9.1** The Customer will not use the Service in breach of Applicable Law or in any way that is considered to be:
- 9.1.1** detrimental to any person or in a manner which violates or otherwise encroaches on the rights of others (including rights of privacy and free expression); and
  - 9.1.2** detrimental to the provision of services to the Customer or any other BT customer.
- 9.2** The Customer will not use the Service to intentionally take, or attempt to take, any action that could:
- 9.2.1** transfer files that are, contain or are made up of viruses, worms, Trojans, distributed denial of service, any back door or time-bomb or other harmful programmes or software designed to violate the security of BT, any other person or company; or
  - 9.2.2** prevent, block or obstruct access to any programme installed on, or data saved in, any computer or damage or harm the operation of any of these programmes or the reliability or accuracy of any of this data.
- 9.3** Unless agreed with BT first in writing:
- 9.3.1** the Customer will only use the Service, for the commercial and business purposes for which they have been designed; and
  - 9.3.2** the Customer will not modify, amend, change, reconfigure or otherwise repurpose all or any part of the Services for uses other than those pursuant to section 9.3.1 above.

### 10. USE OF MATERIALS

- 10.1** The Customer will not create, download, receive, store, send, publish, transmit, upload or otherwise distribute any material, including information, pictures, music, video or data, that is considered to be:
- 10.1.1** harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;
  - 10.1.2** promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;
  - 10.1.3** in breach of the intellectual property rights of BT or any other company or person, for example by using, distributing or copying protected or 'pirated' material without the express permission of the owner;
  - 10.1.4** in breach of the privacy or data protection rights of BT or any other person or company; or
  - 10.1.5** in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.
- 10.2** The Customer will ensure that all material that is derived from the machines or networks that it uses in connection with the Service is not in breach of this AUP.

## 11. SYSTEMS AND SECURITY

### 11.1 The Customer will not:

#### 11.1.1 take any action that could:

- (a) damage, interfere with, weaken, destroy, disrupt, harm, violate, disable, overburden, overtake, compromise, hack into or otherwise adversely affect any computer system, network or the internet access of the BT Network or network of any other person or company; or
- (b) adversely affect or tamper with BT's security, the BT Network or any system or security network that belongs to any other person or company.

#### 11.1.2 access any computer system or network belonging to any person or company for any purpose without permission, including to probe, scan or test the security of a computer system or network or to monitor data traffic;

#### 11.1.3 connect the BT Network to machines, equipment or services that do not have adequate security protection or that are able to be used by others to carry out conduct that is not allowed by this AUP; or

#### 11.1.4 collect, take or harvest any information or data from any BT services, BT's system or network or attempt to undermine any of BT's servers or systems that run BT services.

## 12. END OF SERVICE

### 12.1 On termination of the Service, Customer will:

#### 12.1.1 Retrieve all Customer data from the Service.

#### 12.1.2 provide BT with all assistance necessary to remotely decommission all network and applications supporting the Service at each customer Site(s).

#### 12.1.3 return to BT the software or intellectual property provided by BT and all copies of such.

### 12.2 On termination of the Service BT:

#### 12.2.1 will provide configuration information relating to the Service provided at the Site(s) in a format that BT reasonably specifies.

#### 12.2.2 will decommission all network and applications supporting the Service at each Customer Site(s).

#### 12.2.3 will delete any Content, including stored logs or any configuration data relating to BT's management of the Service.

## Section D – Charges, Subscription Term and Termination

## 13. CHARGES

### 13.1 The Customer will pay the Charges for the Service and any optional features (including upgrades and re-configuration) as set forth in the Order.

### 13.2 In addition to the Charges set out in the Order, Customer may be liable for the following additional Charges:

#### 13.2.1 Charges for (de-)commissioning the Service outside of Business Hours; and

#### 13.2.2 Charges for expediting provision of the Service at Customer's request after BT has informed Customer of the delivery date.

## 14. SUBSCRIPTION TERM AND TERMINATION

### 14.1 The Order sets out any Subscription Term (also called "Minimum Period of Service") applicable to the Service, as well as any associated volume commitments, invoicing terms and the termination Charges that are specific to the Service.





**14.2** The Service shall automatically terminate at midnight on the last day of the Subscription Term, unless the Parties agree by signature of an Order at least 90 days before the expiration of the Subscription Term to renew the Service for a new Subscription Term as set out in that Order.

**Section E – Service Levels**

**15. INTRODUCTION**

- 15.1** BT will use its reasonable endeavours to achieve the service levels ("**Service Levels**") applicable to the Service. If BT fails to achieve the Service Levels, the Customer may claim associated service credits ("**Service Credits**").
- 15.2** Service Levels only apply to events occurring within the Service Management Boundary.
- 15.3** Service Credit calculations and payments will be based on monthly recurring Site Charges, unless stated to the contrary in the Order.

**16. SERVICE AVAILABILITY SERVICE LEVEL**

**16.1** The Service Level Category and the associated service availability metrics is set out in the table below ("**Service Level Category**").

Service Level Category	Annual Service Availability Target	Maximum Annual Service Downtime	Monthly Standard Service Credit Start Point	Service Credit Interval	Standard Service Credits for each started Service Credit Interval	Elevated Service Credits
Edge Compute Standard	≥ 99.50%	43 hours	9 hours	Per started hour	4% of MRC	4% of MRC

- 16.2** The Service Level Category has an Annual Service Availability Target, a Maximum Annual Service Downtime and a Monthly Standard Service Credit Start Point which are used to ascertain when Service Credits are payable. BT will measure Service Downtime for each Qualifying Incident and will keep a record of cumulative Service Downtime, in units of full minutes, for each month and a rolling 12-month period.
- 16.3** Service Downtime is measured from when a Qualifying Incident is opened on BT's incident management system and ends when BT resolves the Qualifying Incident ("**Service Downtime**"). The Customer will be given an Incident ticket number for each Qualifying Incident. BT will inform the Customer when the Qualifying Incident is resolved and will close the Incident ticket when either the Customer confirms within 20 minutes that the Qualifying Incident is resolved, or BT has attempted and failed to contact the Customer and the Customer does not respond within 20 minutes. If the Customer confirms that the Qualifying Incident is not resolved within 20 minutes of being informed, the Incident ticket will remain open, and the Service Downtime calculation will be adjusted.
- 16.4** Service Downtime will be suspended outside of Business Hours, unless otherwise specified on the Order.
- 16.5 Service Availability Service Credits.**
  - 16.5.1** When there is a Qualifying Incident(s) and the cumulative Service Downtime in a month exceeds the Monthly Standard Service Credit Start Point but does not exceed the Maximum Annual Service Downtime, the Customer may claim standard Service Credits. Service Credits will be four (4) per cent of the Monthly Recurring Charges ("**MRC**") for the impacted Service, per started Service Credit Interval above the Monthly Standard Service Credit Start Point.
  - 16.5.2** Elevated Service Credits shall apply if the cumulative Service Downtime in any rolling 12-month period exceeds the Maximum Annual Service Downtime. Elevated Service Credits shall apply to the entire Service Downtime of the Incident which triggered the breach of the Maximum Annual

Downtime. The Customer may claim for each started Service Credit Interval at the percentage of MRC for the Service shown in the table above. Elevated Service Credits will remain for any further periods of Service Downtime until the Maximum Annual Service Downtime in a rolling 12-month period is no longer exceeded. Whilst Elevated Service Credits apply, Standard Service Credits and the Standard Service Credit Start Point will not apply.

## 16.6 General Service Credit Exclusions

**16.6.1** Only measurements carried out by BT will be used in the calculation of Service Credits.

**16.6.2** Service Levels and/or Service Downtime will be excluded:

- (a) where the Customer does not provide access, delays providing access or denies permission for BT or its agents and third parties, acting on BT's behalf, to carry out necessary repairs to the Service.
- (b) for any Qualifying Incident not reported in accordance with the incident reporting procedures notified by BT to the Customer.
- (c) in the event of any software issues affecting the Service; e.g. (i) software provided by BT with the Service that is used on or in conjunction with hardware or software other than as specified in any applicable documentation, (ii) defects in the software due to accident, hardware malfunction, abuse or improper use, (iii) any version of the Software for which support and maintenance have been discontinued by BT's Suppliers, (iv) altered or modified software provided by BT with the Service without BT's consent.
- (d) during any period of Planned Maintenance unless the service outage time exceeds the time estimation communicated to the Customer.
- (e) to the extent time is lost where permission to carry out any necessary repairs is denied.
- (f) where Priority 1 Incident tickets are opened erroneously; e.g. a Priority 1 Incident that is due to incorrect configuration of the Service by the Customer or its agent or any unauthorised activity or access taken by the Customer or its agent.
- (g) For any Priority 2, 3 and 4 category Incidents as categorised by BT Service Desk.
- (h) during any trial period of the Service.
- (i) if a third party Enabling Service is not connected or functioning; including any delay relating to problems with or failure of the Internet;
- (j) where Customer equipment is used; e.g. where hardware becoming end of life and BT has notified the Customer of this and the Customer chooses not to replace or upgrade the applicable hardware.
- (k) if the Service is suspended due to Customer's breach of its obligations under the Governing Agreement and this Schedule.

## 16.7 General Service Credit Limitations

**16.7.1** Service Credits for all Service Levels will be aggregated and cannot exceed 100% of the cumulative monthly recurring Charges at any affected Site.

**16.7.2** To qualify for Service Credits, and before any Service Credits can be applied, the Customer must make a claim within 25 days after the end of the month in which the Service Level underperformance occurred or where a longer time period is required by mandatory local law then the shortest period that can be applied.

**16.7.3** Service Credits will be :

- (a) paid by deduction from the Customer's invoice within two billing cycles of a claim being received; or





- (b) if related to Service Credits for Delivery and no Services are delivered yet; paid by deduction from the first invoices following the Operational Service Date; or
- (c) following termination of the Service where no further invoices are due to be issued by BT, paid by BT within two months of a claim being received.

## Section G - Data Protection

With this Service BT and its Suppliers will only act as Controller in accordance with the terms set out in the Governing Agreement.

## Section H – Defined Terms

For the purposes of this Schedule defined terms and abbreviations shall have the meaning ascribed to them within the body of the Schedule or below:

**“Acceptance Tests”** means those objective tests conducted by the Customer that when passed confirm that the Customer has accepted the Service and that the Service is ready for use save for any minor non-conformities that will be resolved as an Incident.

**“Agreement”** means the Governing Agreement, this Schedule, the Order and any additional Annexes.

**“Applicable Law”** has the meaning given to it in the Governing Agreement.

**“Application”** or **“Application Service”** means a combination of software components which deliver the use case solution.

**“BT Network”** means the communications network owned or leased by BT and used to provide the Service.

**“Business Day”** means generally accepted working days at the locality of the Site, excluding any national or bank holidays.

**“Business Hours”** means between the hours of 0800 and 1700 in a business day at the locality of the specific Site.

**“Cloud”** means a BT or BT's supplier data centre as selected on the Order.

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

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

**“Enabling Services”** means the services as defined in Part B – Service Description.

**“Gateway Virtual Machine”** is a digital version of a physical computer where its default gateway is an entry point and an exit point in a virtual machine sub-net, VLAN, or network.

**“Governing Agreement”** means the master terms and conditions which govern this Schedule.

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

**“Infrastructure Device”** means a physical hardware device required for the Service to function as set out in this Schedule and which will be located at the Customer Site(s).

**“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.

**“Network Terminating Equipment”** or **“NTE”** means the equipment used to provide the Service, provided at the Site(s) for connection to the Network Terminating Unit.

**“Network Terminating Unit”** or **“NTU”** means the socket where the Customer's wiring, equipment or existing qualifying data service is connected to an access line.

**“Operational Service Date”** means the date upon which the Service is made operationally available to the Customer at a Site and may be called the “Service Start Date” in some Governing Agreements.

**“Planned Maintenance”** means scheduled maintenance that is planned in advance.



“**Priority 1**” means a Qualifying Incident which cannot be circumvented and which also constitutes a complete loss of the Service at the Site(s).

“**Qualifying Incident**” means any Incident affecting the Service within the Service Management Boundary, with the exception of Incidents caused by:

- modifications or alterations to the Service made by Customer, or by BT in accordance with Customer's instructions;
- Planned Maintenance;
- configurations that BT did not approve;
- incidents that have been reported but BT cannot confirm that an incident exists after performing tests; or
- Customer requests BT to test the Service at a time when no incident has been detected or reported.

“**S<sup>3</sup> Dashboard**” means BT's server energy performance dashboard.

“**Standard Service Management Schedule**” means the schedule attached to the Agreement describing BT's standard service management services.

“**Site**” means the physical Customer site to which the Service will be provided. Such Site may be Customer or third party owned.

“**Subscription Term**” means the term contracted for this Service as set out in the Order and may be called the “Minimum Period of Service ” in some Governing Agreements.

“**Supplier**” means Dell Technologies Inc with its registered address at Roundrock, Texas, USA, and QiO Technologies Ltd having its registered office at 1 High Street, Egham, United Kingdom.

“**User**” means any person who is permitted by the Customer to use or access a Service.