

# Private Cloud Hosted and Everywhere Service Schedule Part A – Service Terms

## Section A – Service Terms

### 1. SERVICE SUMMARY

- 1.1 BT Private Cloud is a secure private cloud design built on the industry-leading hyperconverged architecture. Automation and orchestration capabilities of the solution enable the Customer to self-serve, using role-based access to manage their infrastructure components in a matter of minutes. Each Private Cloud infrastructure platform is delivered with additional Add-on Services.
- 1.2 BT will provide, manage, and monitor a single tenant dedicated cloud infrastructure platform at the Customer's choice of hosting location, comprising the standard components of the Service and the optional services as described in Part B and set out in any applicable Order.
- 1.3 The Customer will choose one of the following hosting options in accordance with the details as set out in that Order:
  - 1.3.1 Private Cloud Hosted – with this option the hosting will be provided at BT or BT Supplier's available data centre(s); ("**Private Cloud Hosted**"); and
  - 1.3.2 Private Cloud Everywhere – this option is available at the Customer's premises or third-party data centre site, provided such premises or data centre meets the environment conditions to host the Service ("**Private Cloud Everywhere**").
- 1.4 The Order shall contain the details of the specific service components included in the selected bundled package as updated in the Order from time to time.
- 1.5 This Part A sets out the specific terms and conditions applicable to the Service, and Part B sets out the service description and the service management specific terms for the Service.
- 1.6 This Schedule will not apply 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.

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

- 2.1 BT may carry out Planned Maintenance on the Service from time to time. BT will inform the Customer at least seven (7) days before any scheduled hardware or software maintenance.
- 2.2 BT may change the Service provided the performance of the Service is not materially affected. 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 BT may occasionally suspend the Service in the event of an 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 demonstrate afterwards why such restriction or suspension was required.

### 3. SERVICE TRANSITION

- 3.1 If the Customer is transitioning their existing services to BT, the Customer will provide any information or access BT requests before the Operational Service Date including:

- 3.1.1 an inventory list with information relating to each device to be transitioned with relevant specifications, including:
    - (a) the location of the device;
    - (b) software licence information in the event the Customer would like to use its existing licenses with the Service;
    - (c) network diagrams; and
    - (d) device name and IP addressing;
  - 3.1.2 access to the devices at least 10 Business Days prior to the Operational Service Date; and
  - 3.1.3 copies of relevant extracts of the Customer's supplier support contracts for the devices that are the subject of the service being transitioned. BT will assume that the existing service level agreements with the relevant supplier remain the same as set out in the copies provided to BT, unless the Customer provides BT written notice.
- 3.2 Any changes to the inventory provided in accordance with this Paragraph shall be provided in writing and:
- 3.2.1 may cause delay to the transition of the Customer's service or the Operational Service Date; and
  - 3.2.2 may result in a change to the Charges to reflect the revised scope of the Service.

## Section B – Customer Obligations and related Additional Terms

### 4. GENERAL CUSTOMER OBLIGATIONS

- 4.1 The Customer will:
- 4.1.1 provide BT with the names and contact details of the Customer Contact;
  - 4.1.2 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;
  - 4.1.3 ensure that LAN protocols, applications and equipment used by Customer are compatible with the Service;
  - 4.1.4 complete any preparation activities that BT may request to enable the Customer to receive the Service promptly and in accordance with any reasonable timescales;
  - 4.1.5 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;
  - 4.1.6 in jurisdictions where an employer is legally required to make a disclosure to its end-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; and
    - (b) ensure that Users have consented or are deemed to have consented to such monitoring and reporting (where such consent is legally required).
  - 4.1.7 The Customer is responsible for its Content and that of its Users (including any Content hosted by the Customer or any User on behalf of third parties).

### 5. CUSTOMER SERVICE DELIVERY OBLIGATIONS

- 5.1 Before the Operational Service Date and, where applicable, throughout the provision of the Service, the Customer will:
- 5.1.1 provide all required configuration details to BT teams to enable design and implementation of the Service;

- 5.1.2 make available to BT, personnel who have sufficient knowledge of the relevant systems to understand and accurately communicate technical details necessary to review the issue and assist BT in diagnosing and troubleshooting the problem;
- 5.1.3 ensure that the LAN protocols and applications the Customer uses are compatible with the Service; and
- 5.1.4 be responsible for creating Backups of the Virtual Machine and data in the Service and for ensuring that the Backups function properly. BT does not create Backups of the Virtual Machine, however, the Customer may order from BT, as an Add-On Service option as set out in Part B, BT's assistance for creating Backups.

## 6. LICENCE AND EULA

- 6.1 The Customer will comply with any registration or authorisation process that BT or the Supplier presents to the Customer in order to use any software provided to the Customer as part of the Service.
- 6.2 If applicable, the Customer will accept and enter into any end user licence agreement that BT or the Supplier provides to the Customer and as may be amended or supplemented from time to time by BT or the Supplier ("**EULA**"). The details of such EULA will be set out on the Order.
- 6.3 The Customer will observe and comply with the EULA for any use of the applicable Software.
- 6.4 In addition to any rights BT may have under the Governing Agreement, if the Customer does not comply with the EULA, BT may restrict or suspend the Service upon reasonable notice, and:
  - 6.4.1 the Customer will continue to pay the Charges for the Service until the end of the Subscription Term; and
  - 6.4.2 BT may charge a re-installation fee to re-start the Service.
- 6.5 The Customer will enter into the EULA for the Customer's own benefit and the rights, obligations, acknowledgements, undertakings, warranties, and indemnities granted in accordance with the EULA are between the Customer and the Supplier and the Customer will deal with the Supplier with respect to any loss or damage suffered by either the Customer or the Supplier as such loss or damage will not be enforceable against BT.
- 6.6 Where the EULA is presented in a 'click to accept' function and the Customer requires BT to configure or install software on their behalf, BT will do so as their agent and bind the Customer to the EULA. For this purpose, the Customer hereby grants to BT a mandate to enter into the EULA in the Customer's name and on its behalf. BT and the Customer may for this also execute a power of attorney as part of the Order.

## 7. CUSTOMER EQUIPMENT AND CUSTOMER DATA CENTRE REQUIREMENTS

- 7.1 If the Customer orders Private Cloud Everywhere, the Customer will:
  - 7.1.1 provide BT with any information reasonably required, including information in relation to health and safety, the environment and security requirements that apply at the Data without undue delay, and the Customer will ensure that the information is accurate and complete;
  - 7.1.2 provide BT, or third parties acting on BT's behalf, with access to any Customer Data Centre(s) during Business Hours, or as otherwise agreed, to enable BT or its third parties, to set up, deliver, manage, maintain and restore the Service;
  - 7.1.3 prepare and maintain the Customer Data Centre(s) for the installation of BT equipment and supply of the 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 Customer Data Centre(s) for the operation and maintenance of the Service and BT equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the 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, at Customer's own cost, any necessary internal cabling between the BT equipment and any Customer equipment, including, the cabling between the NTU and any BT equipment at a Customer Data Centre(s); and
  - (f) provide access to a remote hands team for basic onsite tasks to be conducted under BT configuration team's guidance;
- 7.1.4** monitor and maintain any Customer equipment connected to the Service or used in connection with a Service;
- 7.1.5** 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; and
  - (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;
- 7.1.6** 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;
- 7.1.7** for Customer Data Centre(s) 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 Customer Data Centre(s), 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 Customer Data Centre;
- 7.1.8** inform BT of any Planned Maintenance on any third party provided Enabling Service;
- 7.1.9** provide service assurance support to BT, where reasonably requested, to progress the resolution of Incidents for any BT equipment installed on an Enabling Service that is not being provided by BT; and

- 7.1.10** 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.

## **8. BT EQUIPMENT**

- 8.1** Where the Customer has selected Private Cloud Everywhere as hosting option and BT provides BT equipment to the Customer that is owned by BT or BT's Supplier as part of the provision of the Service, Customer will:

- 8.1.1** keep the BT equipment safe and secure;
- 8.1.2** only use the BT equipment, or allow it to be used, in accordance with the instructions that BT may provide from time to time and only for the purpose for which it is intended to be used;
- 8.1.3** not move the BT equipment or any part of it from the Customer Data Centre(s) without BT's written consent and the Customer will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;
- 8.1.4** 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;
- 8.1.5** not sell, charge, assign, transfer or dispose of, or part with possession of the BT equipment;
- 8.1.6** 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;
- 8.1.7** not claim to be owner of the BT equipment and use reasonable endeavors to ensure that the owner of the Customer Data Centre(s) upon which the BT equipment is located will not claim ownership of the BT equipment, even if the BT equipment is physically attached to the Customer Data Centre(s);
- 8.1.8** carry full replacement value insurance against any damage to or theft or loss of the BT equipment;
- 8.1.9** in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from Customer's use or misuse 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 and its agents acting on BT's instructions;
- 8.1.10** ensure that BT equipment appears in BT's name in the Customer's accounting books; and
- 8.1.11** in the event that there is a threatened seizure of the BT equipment, or if an insolvency event applies to the Customer, immediately provide BT with notice so that BT may take action to repossess the BT equipment.

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

- 9.1** 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 reasonable precautions to ensure that the foregoing are kept confidential, secure and not made available to unauthorised persons.
- 9.2** 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.
- 9.3** The Customer will promptly terminate access of any person who is no longer an authorized individual user.
- 9.4** 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.
- 9.5** 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.

9.6 The Customer will not allow any specific user license to be used by more than one end-user unless it has been reassigned in its entirety to another User.

## 10. IP ADDRESSES, DOMAIN NAMES AND TELEPHONE NUMBERS

- 10.1 All the Customer's rights to use IP Addresses or Domain Names will cease on termination or expiration of the Service.
- 10.2 The Customer warrants that they are the owner of, or are authorised by the owner of, the trademark or name that the Customer wishes to use as Customer's Domain Name.
- 10.3 The Customer will pay all fees associated with registration and maintenance of the Customer's Domain Name and will reimburse BT for all fees that BT pays to any applicable Regional Internet Registry, and thereafter pay such fees directly to the applicable Regional Internet Registry.
- 10.4 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.
- 10.5 The Customer will not own any telephone number related to the Service and, apart from the Customer's right to number portability where the Customer changes communications provider, all the Customer's rights to use telephone numbers will cease on termination or expiration of the Service.

## 11. END OF SERVICE

- 11.1 On termination of the Service, the Customer will:
- 11.1.1 retrieve all Customer data from the Service.
  - 11.1.2 If the Customer has Private Cloud Everywhere;
    - (a) provide BT with all assistance necessary to remove the BT equipment from the Customer Data Centre(s).
    - (b) disconnect any Customer equipment from the BT equipment.
    - (c) not dispose of the BT equipment other than in accordance with BT's written instructions.
    - (d) arrange for the BT equipment to be returned to BT.
  - 11.1.3 return to BT the software or intellectual property provided by BT and all copies of such.
- 11.2 On termination of the Service, BT will:
- 11.2.1 disconnect and remove any BT equipment located at the Customer Data Centre(s).
  - 11.2.2 where permitted under applicable mandatory law, delete any Content, including stored logs or any configuration data relating to BT's management of the Service. The Customer hereby acknowledges and accepts to have retained copies of its Customer information or to migrate all its Customer information before the effective termination date. BT shall not be liable for any loss or damage which may be incurred by the Customer or any third parties as a result of such deletion from the effective termination date. If the Customer requires that such content cannot be deleted at termination; the Customer will submit a written request to BT at least 30 days before the termination date whereafter the Parties – by an Order – shall agree the required extension period and the applicable Charges for this requirement subject to BT being able to extend the retention towards its Supplier for the same period.

## 12. ADMINISTRATION RIGHTS

- 12.1 The Customer is responsible for administration of the resources and the content and use of the Virtual Machine templates created by the Customer. With the Private Cloud administration features the Customer may also copy, delete, and create Virtual Machine Snapshots. The Customer is solely responsible for monitoring storage capacity and for deleting Virtual Machine Snapshots as needed. When administering

resources, the Customer is responsible for determining the resources to be allocated to individual Virtual Systems and for monitoring the resources used. BT is not liable for any performance issues, data loss, or other failure or service interruption due to Customer's allocation of resources or which result from administration changes made by Customer.

## Section C – Acceptable Use Policy

### 13. INTRODUCTION

13.1 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.

### 14. USE OF THE SERVICE

14.1 The Customer will not use the Service in breach of Applicable Law or in any way that is:

- 14.1.1 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
- 14.1.2 detrimental to the provision of services to the Customer or any other BT customer.

14.2 The Customer will not use the Service to intentionally take, or attempt to take, any action that could:

- 14.2.1 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
- 14.2.2 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.

14.3 Unless agreed with BT first in writing:

- 14.3.1 the Customer will only use the Services for the commercial and business purposes for which they have been designed; and
- 14.3.2 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 paragraph 14.3.1 above.

### 15. USE OF MATERIALS

15.1 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:

- 15.1.1 harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;
- 15.1.2 promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;
- 15.1.3 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;
- 15.1.4 in breach of the privacy or data protection rights of BT or any other person or company; or
- 15.1.5 in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.

15.2 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.

### 16. SYSTEMS AND SECURITY

16.1 The Customer will not:

- 16.1.1 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.
- 16.1.2 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;
- 16.1.3 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
- 16.1.4 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.

## Section D - Compliance and Regulation

### 17. EXPORT OF CONTENT USING CLOUD SERVICES

- 17.1 The Service comprises of a cloud service that utilises software and technology that may be subject to export control laws of various countries. The Customer is solely responsible for any compliance related to the way the Customer uses the Service and the location the Service is used including access by Users to the Service and for the Customer's software (including machine images), data, text, audio, video, or images ("**Content**") transferred or processed using the Service, including any publication of such Content.

## Section D – Charges, Subscription Term and Termination

### 18. CHARGES

- 18.1 The Customer will pay the Charges for the Service and any optional features (including upgrades and re-configuration) as set forth in the Order.
- 18.2 In addition to the Charges set out in the Order, Customer may be liable for the following additional Charges:
  - 18.2.1 Charges for (de-)commissioning the Service outside of Business Hours;
  - 18.2.2 Charges for expediting provision of the Service at Customer's request after BT has informed Customer of the delivery date;
  - 18.2.3 Charges for investigating Incidents that the Customer reports to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Agreement;
  - 18.2.4 Charges where BT has been unable to provide the Service in accordance with agreed timescales due to delay by the Customer in complying with the Customer's obligations in the Agreement; and
  - 18.2.5 Charges for restoring Service if the Service has been suspended by BT in accordance with the terms of the Governing Agreement.





**19. SUBSCRIPTION TERM AND TERMINATION**

- 19.1 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.
- 19.2 Unless otherwise agreed to the contrary, following the expiration of the Subscription Term, the Service shall terminate at midnight on the last day of the Subscription Term.

**Section E – Service Levels**

**20. SERVICE AVAILABILITY SERVICE LEVEL**

20.1 The Service Level Categories 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
Private Cloud Hosted	≥ 99.99%	1 hour	0 minutes	Per started 15 minutes	4% of MRC	8% of MRC
Private Cloud Everywhere	≥ 99.99%	1 hour	0 minutes	Per started 15 minutes	4% of MRC	8% of MRC

- 20.2 Each 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.
- 20.3 The Availability Service Level is measured as the combined availability of the Service to the network interface connected to the Service in the relevant data centre.
- 20.4 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.
- 20.5 If the Customer orders Private Cloud Everywhere, Service Downtime will be suspended outside Business Hours, unless otherwise specified in the Order.
- 20.6 **Service Availability Service Credits.**
  - 20.6.1 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.
  - 20.6.2 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.

## 20.7 General Service Credit Exclusions

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

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

- (a) where the acts or omissions of the Customer or any third party (excluding BT's suppliers) which lead to BT not being able to provide all or part of this Service; e.g., 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 implement the Service or carry out necessary repairs to the Service;
- (b) if a third-party Enabling Service is not connected or functioning, a fault on the Customer's network, the Customer's Equipment (including configuration) or on any third-party software or service not provided and/or managed by BT under the terms of this Schedule;
- (c) for any faults caused by the Customer's use or management of the Service;
- (d) if BT is awaiting information from the Customer or awaiting confirmation by the Customer that the Service has been restored;
- (e) for any Qualifying Incident not reported in accordance with the incident reporting procedures notified by BT to the Customer or where Priority 1 Incident tickets are opened erroneously;
- (f) for any cause beyond BT's reasonable control as set out in the Governing Agreement or this Schedule;
- (g) during any period of Planned Maintenance or agreed changes on the Service by BT unless the service outage time exceeds the time estimation communicated to the Customer;
- (h) during any period of maintenance by the Customer or its third party on Customer equipment, third party software or third-party services not provided and/or managed by BT under the terms of this Schedule;
- (i) during any trial period of the Service;
- (j) during any unavailability of the Portal; and
- (k) if the Service is suspended due to Customer's breach of its obligations under the Governing Agreement and this Schedule.

## 20.8 General Service Credit Limitations

**20.8.1** Service Credits for all Service Levels will be aggregated and cannot exceed 100% of the cumulative monthly recurring Charges.

**20.8.2** 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 underperformed or where a longer time-period is required by mandatory local law then the shortest period that can be applied.

**20.8.3** 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 On-Time Service Delivery Credits, paid by deduction from the first invoice 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 F - Data Protection

This section supplements the data provisions that may be set out in the Governing Agreement and may be referred as the Data Processing Annex in the Governing Agreement:

### 21. DURATION OF THE PROCESSING OF PERSONAL DATA

**21.1** BT or its Sub-Processor (Supplier) will Process the Customer Personal Data for the Service for as long as BT provides the Service and for as long as BT may be required to Process the Customer Personal Data in accordance with Applicable Law.

### 22. THE NATURE AND PURPOSE OF THE PROCESSING OF PERSONAL DATA

**22.1** The nature and purpose of the Processing of Customer Personal Data by BT includes:

**22.1.1** as requested by the Customer and captured in the design, BT may be asked to store Customer Personal Data in BT's or Supplier's infrastructure located in BT's or Supplier's data centre(s) or in Supplier's infrastructure located in Customer provided location;

**22.1.2** to enable BT to provide billing, technical support, offer consultancy, expertise and training on cloud infrastructure, deliver proactive monitoring and gather telemetry for support.

### 23. TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS

**23.1** The types of Customer Personal Data Processed by BT or its Sub-Processors or the Customer will be:

**23.1.1** Customer ID;

**23.1.2** Customer records (products purchased, service queries, complaints, service faults, equipment provided, etc.);

**23.1.3** Notes (free text);

**23.1.4** Business contact details;

**23.1.5** Coarse location data

**23.1.6** Content of communications;

**23.1.7** Precise location data;

**23.1.8** IP address;

**23.1.9** Traffic data; and

**23.1.10** Individual contact details (name, phone number, email, address).

This list is not exhaustive as the Customer will specify what Customer Personal Data is Processed.

**23.2** The Customer Personal Data will concern the following categories of Data Subjects:

**23.2.1** Customer's end users or third parties; and

**23.2.2** Customer's employees, directors and contractors.

This list is not exhaustive as the Customer will specify what Customer Personal Data is Processed.

## Section G – 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.



**"Add-On Service"** means an additional Service component purchased by Customer to enhance, add to, or modify specific, identifiable Services or deliverables.

**"Affinity"** means an option to keep instance attached to a host even if one stop and start it, by specifying instance affinity to a particular host.

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

**"Applicable Laws"** shall have the meaning given to it in the Governing Agreement.

**"Backup"** means the process of making copies of data or data files to use in the event the original data or data files are lost or destroyed.

**"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 Customer Data Centre, 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 Customer Data Centre.

**"Business Support System"** comprises of software applications that support customer-facing activities i.e., billing, order management, customer relationship management and call centre automation.

**"Catalogue"** is BT's guidance document whereby the Customer providing the detailed information about the Service as set out on the Portal.

**"C drive/root storage"** means the storage location for the Operating System.

**"Computing Elements"** means the computing elements of the Customer's 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.

**"Customer Data Centre"** means the physical Customer data centre to which the Service will be provided. Such Customer Data Centre may be Customer, or third party owned.

**"Disaster Recovery"** means an organisation's ability to respond to and recover from an event that negatively affects business operations as further described in Part B.

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

**"Featured Templates"** represent pre-defined Operating Systems created by BT and vary dependent upon Hypervisor compatibility.

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

**"Hypervisor"** means the software that provides the capability to deliver Virtual Machines.

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

**"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.

**"ISO"** means the International Organization for Standardization. These standards can be found at <https://www.iso.org/standards.html>.

**"ISO Image"** means a computer file that is an exact copy of an existing file system.

**"Manage Services"** means Virtual Machine manage services that proactively monitors and manages the Customer environment limited to Virtual Machine against a clearly defined service level agreement.

**"My Templates"** are templates that have previously been created or uploaded by the Customer and saved. They may have been originally created as "Feature Templates" and then saved or previously created by the Customer by uploading Customer's own template or directly from an ISO image.



“**Open Source Software**” means software BT has distributed to the Customer that is licensed under a separate open source licence.

“**Operating Systems**” means a set of software that manages computer hardware resources and provides common services for computer programs.

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

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

“**Portal**” means the BT’s business support system where the Customer will have an account for provisioning of services and view usage information with regards to the Service.

“**Priority 1**” means a Qualifying Incident which cannot be circumvented, and which also constitutes a complete loss of the Service.

“**Qualifying Incident**” means any Incident affecting the Service within the Service Management Boundary, except for Incidents caused by:

- modifications or alterations to the Service made by Customer, or by BT in accordance with Customer’s instructions;
- Planned Maintenance;
- network 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.

“**Regional Internet Registry**” means an organisation that manages the allocation and registration of internet number resources within a particular region of the world. Internet number resources include IP Addresses and autonomous system (“AS”) numbers.

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

“**Software**” means any software in object code format only, and related documentation (whether on tangible or intangible media) that BT provides to the Customer as part of a Service. It includes any embedded software, but it excludes Open Source Software.

“**Subscription Term**” means a period of 36 consecutive months beginning on the Operational Service Date, unless set out otherwise in any applicable Order. In some Governing Agreements this may also be called “Minimum Period of Service”.

“**Supplier**” means Rackspace Technology or any other third party supplier that BT employs to provide all or part of the Service.

“**Template**” means a reusable configuration for Virtual Machines.

“**vCPUs**” means virtualizes central processing units (vCPU)

“**vRAM**” means virtual random-access memory or virtualised memory available to a Virtual Machine.

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

“**Virtual Machine Snapshot**” means the file-based snapshot of the state, disk data, and configuration of a Virtual Machine at a specific point in time.

“**Virtual Systems**” means any virtual machines, instances or appliances (such as firewalls and load balancers) provisioned within the Service.

“**VM Snapshot**” preserves the state and data of a Virtual Machine a specific point in time.