

Connected Cloud Edge Service Schedule Part A – Service Terms

Section A – Service Terms

1. SERVICE SUMMARY

- 1.1** BT will provide the Customer with a set of managed devices and connections that enable the connection between public clouds, the Customer's WAN network and co-located services 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 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, CHANGES AND SUSPENSION 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) calendar days in advance.
- 2.2** BT may change the Service provided 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** 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.
- 2.4** BT does not and cannot control the flow of traffic beyond the Managed Devices and the Connections associated with it to any destination. Such flow depends in large part on the availability and performance of network or cloud services provided or controlled by other vendors. Such vendors actions or inactions may cause some or all Connections to be impaired or disrupted, and while BT will undertake any actions it deems appropriate to remedy and avoid such events, BT cannot guarantee that they will not occur.

Section B – Customer Obligations and End of Service

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** without undue delay provide BT with any information or assistance required by BT to enable it to comply with Applicable Law and perform its obligations hereunder with respect to the Service,

- including provision of all routing and configuration details of the Enabling Services or any other service connected to the Service in order to ensure the Service routes traffic correctly;
- 3.1.3 use the Incident reporting procedures notified to Customer by BT, and ensure that the Customer contact is available for all subsequent Incident management communications;
 - 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 procure services that are needed to permit the Service to operate, including Enabling Services as defined in Part B, and ensure they meet the minimum technical requirements specified by BT;
 - 3.1.6 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;
 - 3.1.7 inform BT of any Planned Maintenance on any third-party provided Enabling Service;
 - 3.1.8 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.
 - 3.1.9 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.
 - 3.1.10 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).

4. CUSTOMER EQUIPMENT AND SITE REQUIREMENTS

4.1 The Customer will:

- 4.1.1 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;
- 4.1.2 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 adequately protected against viruses and other breaches of security;
 - (b) will not harm or damage the Service; and
 - (c) 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;
- 4.1.3 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 any Acceptable Use Policy and the Customer is contacted by BT about such material. The Customer will address any such issues with the Customer Equipment prior to reconnection to the Service; and
- 4.1.4 initiate or accept, as relevant by the cloud provider, requests for connectivity between the Service and the required cloud and any subsequent configuration.

Section C – Acceptable Use Policy

5. INTRODUCTION

- 5.1 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**").

6. USE OF THE SERVICE

- 6.1** The Customer will not use the Service in breach of Applicable Law or in any way that is considered to be:
- 6.1.1** 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
 - 6.1.2** detrimental to the provision of services to the Customer or any other BT customer.
- 6.2** The Customer will not use the Service to intentionally take, or attempt to take, any action that could:
- 6.2.1** 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
 - 6.2.2** 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.
- 6.3** Unless agreed with BT first in writing:
- 6.3.1** the Customer will only use the Services for the commercial and business purposes for which they have been designed; and
 - 6.3.2** 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 6.3.1 above.

7. USE OF MATERIALS

- 7.1** 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:
- 7.1.1** harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;
 - 7.1.2** promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;
 - 7.1.3** 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;
 - 7.1.4** in breach of the privacy or data protection rights of BT or any other person or company; or
 - 7.1.5** in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.
- 7.2** 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.

8. SYSTEMS AND SECURITY

- 8.1** The Customer will not:
- 8.1.1** 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.

- 8.1.2 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;
- 8.1.3 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
- 8.1.4 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

9. EXPORT OF CONTENT USING CLOUD SERVICES

- 9.1 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 Content transferred or processed using the Service, including any publication of such Content.

Section E – Charges, Subscription Term and Termination

10. CHARGES

- 10.1 The Customer will pay the Charges for the Service and any optional features (including upgrades and re-configuration) as specified in the Order.
- 10.2 In addition to the Charges set out in the Order, Customer may be liable for the following additional Charges:
 - 10.2.1 Charges for (de-)commissioning the Service outside of Business Hours;
 - 10.2.2 Charges for expediting provision of the Service at Customer's request after BT has informed Customer of the delivery date; and
 - 10.2.3 Charges for restoring Service if the Service has been suspended by BT in accordance with the terms of the Governing Agreement;
 - 10.2.4 Charges per element re-configured after the Operational Service Date, such Charges must be agreed and documented in a new Order; and
 - 10.2.5 If BT has to change the Service prior to the applicable Operational Service Date because the Customer has provided BT with materially incomplete or inaccurate information, BT may, acting reasonably, apply additional Charges to perform the necessary change subject to:
 - (a) providing the Customer with written notice of the change;
 - (b) written agreement between the Parties to the additional Charges; and
 - (c) if no agreement can be reached termination by the Customer subject to paying BT all Charges up to the point of termination or because of such termination (including supplier costs).

11. SUBSCRIPTION TERM AND TERMINATION

- 11.1 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.

11.2 Following the expiration of the Subscription Term, the Service shall continue unless terminated in accordance with the Governing Agreement or if the Parties agree in writing to enter into a new Subscription Term.

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 Delete all Connections to the Service;

12.1.3 Arrange for any other services (i.e. firewall) connected to the Service to be terminated.

12.2 On termination of the Service BT will:

12.2.1 where permitted under applicable mandatory law, delete any Content, including stored logs or any configuration data relating to BT's management of the Service;

12.2.2 remove Managed Devices, Infrastructure Devices and revoke licences; and

12.2.3 terminate Connections.

Section F – Changes

13. CHANGES TO THE SERVICE

13.1 During the period of the Subscription Term, or a subsequent renewal period the Customer may request a change to their Service:

13.1.1 Changes will be agreed via a new signed Order and will co-terminate with existing Order(s);

13.1.2 For Managed or Infrastructure Devices:

(a) where changes result in the removal or replacement of such devices, the retiring devices will be charged for the full calendar month in which permission for their removal is received from the Customer;

(b) the monthly subscription charge for new devices will be made at the start of the calendar month after they have completed the Acceptance Test Period;

(c) unless otherwise agreed, the minimum term before a change is allowed for a device is three (3) months.

13.1.3 For Connections:

(a) where changes result in the removal or replacement of Connections, the retiring Connection will be charged up until the date at which permission for their removal is received from the Customer;

(b) the monthly subscription charge for new Connections will be charged after they have completed the Acceptance Test Period;

(c) where (a) and (b) occur within a month period, a pro-rated monthly subscription charge amount will be charged based on when in the month the change was made;

(d) unless otherwise agreed, the minimum term before a change is allowed for a Connection is one (1) month.

13.1.4 For other Service items that may be made available as part of the Service:

(a) the Order associated to the Service item will specify any minimum term before a change is allowed for such Service item;

(b) if allowed, any request to change a Service item will result in an additional Order(s) that will detail charging changes and future commitments.

- 13.1.5** Where a change would result in a lower monthly subscription charge than set out at the beginning of a Subscription Term (initial or renewal term), then no reduction of the monthly subscription charge will be applied. This will be specified in the applicable Order(s) for the change.
- 13.1.6** The delivery of any changes to the Service will not change any commitments the Customer has for any Enabling Services provided by BT or other BT provided services that may be used with the Service. Any such commitments will be as set out in the terms for such services.

Section G – Service Levels

14. SERVICE LEVELS AND SERVICE CREDITS

14.1 Service Availability

- 14.1.1** From the Operational Service Date, BT will provide the Service with a target availability corresponding to deployment type as set out in the applicable Order, and as defined in the table below:

Deployment Type	monthly target availability
Non-Resilient deployment	99.9%
Resilient deployment	99.99%

- 14.1.2** Service Levels are applicable to each Site at which the Service is deployed. Where a Customer builds a Service across multiple Sites, the target availability will be set according to the deployment type at each Site.
- 14.1.3** Notwithstanding anything to the contrary, Service Levels will not apply and BT will have no liability if the Unavailability is due to one of the exclusions set out in this Paragraph 15.

14.2 Service Credits

- 14.2.1** For periods of Service Unavailability, Service Credits may be applicable. “**Unavailability**” is defined as the consecutive duration of time in a calendar month in which a Managed Device, Infrastructure Device or Connection prevents delivery of Customer’s traffic but excludes any unavailability that results from the exclusions set out in Paragraph 15. This period starts when the Customer informs BT of the Incident and ends when BT closes the ticket in accordance with the Service Management Schedule.
- 14.2.2** Applicable Service Credits will be calculated on the basis of the Customer deployment type and will only apply to the Site where the Unavailability occurred.
- 14.2.3** Service Credits will not be applicable to downtime resulting from planned or emergency maintenance activity.
- 14.2.4** For Non-Resilient deployments, the applicable Service Credits include:

Availability in month	Consecutive minutes of Unavailability	Service Credits as a % of the monthly subscription charge per impacted Site
99.9% - 99%	44 minutes to < 7 hours	10%
99% - 98%	7 hours to < 14.4 hours	50%
98% - 97%	14.4 hours < 21.6 hours	75%
<97%	> 21.6 hours	100%

14.2.5 For Resilient deployments, the applicable Service Credits include:

Availability in month	Consecutive minutes of Unavailability	Service Credits as a % of the monthly subscription charge per impacted Site
99.99% - 99.9%	4 minutes to < 44 minutes	5%
99.9% - 99%	44 minutes to < 7 hours	10%
99% - 98%	7 hours to < 14.4 hours	50%
98% - 97%	14.4 hours < 21.6 hours	75%
<97%	> 21.6 hours	100%

15. GENERAL SERVICE CREDIT EXCLUSIONS

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

15.2 Service Levels and/or the measurement of Unavailability will be excluded:

- 15.2.1** where the acts or omissions of the Customer or any third party (excluding BT's suppliers) 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;
- 15.2.2** 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 (e.g. other internet or network service providers services) not provided and/or managed by BT under the terms of this Schedule;
- 15.2.3** for any faults caused by the Customer's use or management of the Service;
- 15.2.4** if BT is awaiting information from the Customer or awaiting confirmation by the Customer that the Service has been restored;
- 15.2.5** for any Incident not reported in accordance with the incident reporting procedures notified by BT to the Customer or where trouble tickets are opened erroneously;
- 15.2.6** for any cause beyond BT's reasonable control as set out in the Agreement;
- 15.2.7** 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;
- 15.2.8** 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;
- 15.2.9** during any trial period of the Service;
- 15.2.10** if the Service is suspended due to Customer's breach of its obligations under the Agreement;
- 15.2.11** any faults found to be caused by a virus introduced negligently or otherwise by the Customer onto the Customer's Equipment due to any or all of the following: (i) any of the Customer's employees failing to abide by BT's or Customer's virus protection policy; (ii) the Customer omitting to implement a virus protection policy; or
- 15.2.12** if ports are provided by BT then the fibre connecting the port to the Customer's infrastructure is not part of the Service Level and as such will not be included in the calculation for the Service Level.

15.3 General Service Credit Limitations

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

- 15.3.2** 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.
- 15.3.3** Service Credits will be :
- (a)** paid by deduction from the Customer's invoice within two (2) billing cycles of a claim being received; or
 - (b)** 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 H - Data Protection

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

16. DEFINED TERMS

- 16.1** The following terms shall have the meaning given to them in the Data Protection Legislation: "**Personal Data**", "**Data Subject**", "**Process**" and "**Processing**"

17. DURATION OF THE PROCESSING OF PERSONAL DATA

- 17.1** BT 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 Laws.

18. THE NATURE AND PURPOSE OF THE PROCESSING OF PERSONAL DATA

- 18.1** BT will provide the Customer with managed devices and connections that enable connections between public clouds, the Customer's WAN network and co-located services.

19. TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS

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

- 19.1.1** name;
- 19.1.2** business address;
- 19.1.3** telephone number (fixed/mobile);
- 19.1.4** Customer account number;
- 19.1.5** billing details; and
- 19.1.6** passwords.

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

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

- 19.2.1** Customer;
- 19.2.2** Customer employees and Users; and
- 19.2.3** any Data Subject (as controlled by the Customer).

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

Section I – Defined Terms

For the purposes of this Schedule the following defined terms and abbreviations shall have the meaning ascribed to them:



“**Acceptable Use Policy**” or “**AUP**” has the meaning given to it in Paragraph 5.1

“**Acceptance Test Period**” has the meaning given in Part B.

“**Acceptance Tests**” means those objective tests conducted by the Customer that when passed confirm that the Customer accepts the Service and that the Service is ready for use save for any minor non-conformities that will be resolved as an Incident in accordance with the Incident procedure set out in the Service Management Schedule.

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

“**Applicable Law**” means the laws as set out in the Governing Agreement as may be amended from time to time.

“**BT**” means the BT group entity set out in the Order or Governing Agreement.

“**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.

“**Charges**” mean the fees and charges payable by the Customer in relation to the Service as set out in the Order(s).

“**Connection**” is a virtual circuit providing connectivity between Managed Devices, Infrastructure Devices and Ports.

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

“**Customer**” means the customer entity set out in the Order or Governing Agreement.

“**Customer Equipment**” means any equipment and any software, other than BT equipment, used by the Customer in connection with the Service.

“**Data Protection Legislation**” means any laws, regulations, and binding guidance as may be amended from time to time in relation to the protection of Personal Data and individual’s privacy that apply as a result of the provision or receipt of the Service including but not limited to the GDPR.

“**Enabling Service**” has the meaning given in Part B.

“**GDPR**” means the General Data Protection Regulation (EU) 2016/679 (“EU GDPR”) and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR as applicable to the Processing).

“**Governing Agreement**” is the master agreement that governs this Schedule and is referenced in the Order or included as part of the Agreement.

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

“**Infrastructure Devices**” are devices (i.e. firewalls and SD WANs) ordered and managed by BT under separate terms and conditions that can be deployed as part of this Service.

“**Managed Devices**” are routers or other network devices that are ordered, deployed and managed by BT as part of this Service.

“**Non-resilient**” is where Managed and Infrastructure Devices are deployed without a duplicate and equivalent device in a Site, or Connections between devices and destinations are deployed as single Connections. In the event that either a Managed Device, Infrastructure Device or Connection breaks within the Site then a period of Service interruption will occur.

“**Operational Service Date**” has the meaning given to it in Part B and may be called the “Service Start Date” in some Governing Agreements.



“**Order**” means an order or part of an order given by the Customer and accepted by BT under this Agreement for one or more Services.

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

“**Resilient**” is where duplicate Managed and Infrastructure Devices are deployed with identical configurations within a Site, with dual Connections between these devices and required destinations. Setup with one set of devices and Connections running in either a fully redundant configuration, or no more than 50% of traffic allocated to one set of devices, with dynamic configuration to move traffic to the alternate device in event of issue.

“**Schedule**” means any schedule under the Agreement that describes a Service and sets out the specific terms applicable to that Service and includes any annexes for that Service.

“**SD-WAN**” means software-defined wide area network which is a virtualised service that connects and extends enterprise networks over large geographical distances.

“**Service**” has the meaning given to it in Paragraph 1.1.

“**Service Catalogue**” is the document provided to the Customer which sets out the specific Managed Device and Connections the Customer can order.

“**Service Credit**” means the credit a Customer can claim if BT fails to achieve the Service Levels, subject to any exclusions or limitations set out in this Agreement.

“**Service Level**” means availability service level set out in this Part A.

“**Service Management Boundary**” has the meaning given to it in Part B.

“**Service Management Schedule**” means the Schedule setting out the terms relating to BT’s provision of service management as provided to you with your Order.

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

“**Sub-Processor**” means a BT affiliate or BT’s supplier or subcontractor that BT engages to Process Customer Personal Data for the purposes of this Agreement.

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

“**Trojans**” are programs that claim to perform one function but actually do another, typically malicious.

“**Unavailability**” has the meaning given to it in Paragraph 14.2.1.

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

“**WAN**” means wide area network.