



A note on 'you'

'You' and 'your' mean the Customer.

Definitions and order of priority

Words that are capitalised but have not been defined in this Microsoft Azure Cloud Managed Services Schedule have the meanings given to them in the BT Business Terms.

Part A – The Microsoft Azure Cloud Managed Services

1 Service Summary

- 1.1 Where you have purchased the applicable features within your Subscription, BT will provide managed services for your Subscriptions including the BT Supported Microsoft Azure Services regardless of whether such subscription(s) are provided by BT or through a third party, as set out on the Order (the **"Microsoft Azure Cloud Managed Services" or "Service"**).

2 Standard Service Components

- 2.1 Your Microsoft Azure Cloud Managed Services will consist of the following standard service components:
 - 2.1.1 Onboarding Service; and
 - 2.1.2 Microsoft Azure Cloud Managed Services up to the point of the Service Management Boundary as set out in Paragraph 5.

Service Descriptions

3 Onboarding Service

BT will undertake the initial set up of the Microsoft Azure Cloud Managed Services, including any project management and professional services resource as necessary so that BT can manage your BT Supported Microsoft Azure Services on your behalf **"Onboarding"**.

4 Microsoft Azure Cloud Managed Services

BT will apply cloud operational support services to the BT Supported Microsoft Azure Services. BT may agree to support any other technology services, which you acknowledge may be subject to additional Charges. BT will support the Subscriptions, including the BT Supported Microsoft Azure Services, as set out on the Order.

4.1 Service Desk

BT will provide you with a Service Desk that you will report all Incidents to and that will:

- (a) record all Incidents that you or BT report;
- (b) perform initial diagnostics on any reported Incidents;
- (c) take full ownership of the Incident and manage it end-to-end and, if necessary, will escalate the Incident for resolution;
- (d) resolve the Incident in accordance with the applicable Service Level as set out in Part C;
- (e) be available for you to contact by telephone, e-mail or through the BT Customer Portal;
- (f) aim to pick up calls within 30 seconds;
- (g) aim to contact you within 30 minutes of an Incident being raised in respect of your Microsoft Azure Cloud Managed Services; and
- (h) operate 24x7.

4.2 Incident Management

Where you become aware of an Incident:

- 4.2.1 the Customer Contact will report it to the Service Desk;
- 4.2.2 BT will give you a Ticket;
- 4.2.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
 - (a) you confirm that the Incident is cleared within 24 hours after having been informed; or
 - (b) BT has attempted unsuccessfully to contact you, in the way agreed between both of us in relation to the Incident, and you have not responded within 24 hours following BT's attempt to contact you.
- 4.2.4 If you confirm that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.



- 4.2.5 Where BT becomes aware of an Incident, Paragraphs 4.2.2, 4.2.3 and 4.2.4 will apply.
- 4.2.6 If requested by you, BT may agree to provide Incident support for other Microsoft Azure Services not listed in Annex A, such agreement to be made in writing.
- 4.2.7 For the purposes of Incidents in relation to the BT Supported Microsoft Azure Services, you agree not to contact the Supplier directly.
- 4.3 Service Request Management**
- 4.3.1 BT will provide you with a simple service request service (“**SSR**”) that enables you to request predefined changes to your Microsoft Azure Cloud Managed Services.
- 4.3.2 BT will notify you from time to time of the SSRs that are available for your selection.
- 4.3.3 BT will only proceed with a SSR once you have provided BT with all information that BT reasonably requires to complete the SSR.
- 4.3.4 BT will provide you with access to the BT Customer Portal that will allow you to request, manage and monitor the progress of your SSRs.
- 4.3.5 BT will aim to complete each simple service request in 5 Business Days, starting from the day that you provide BT with the relevant information as set out in Paragraph 4.3.3.
- 4.3.6 BT may charge you for service requests if BT considers that the number or frequency of such requests are excessive. Both of us will agree on the pricing for any service requests before implementation.
- 4.3.7 If you request a service request using the BT Customer Portal that is not available to you as set out in Paragraph 4.3.2, BT will assess the scope of the request and agree the scope of the complex service request and any additional Charges with you in writing before starting the request.
- 4.4 Monitoring and Event Management**
- 4.4.1 BT will perform the following management activities and features in respect of the BT Supported Microsoft Azure Services set out on the Order:
- (a) automatic detection of events;
 - (b) reactive evaluation of event or alert;
 - (c) correlation of events, to identify which ones are Incidents that need further investigation;
 - (d) establish the priority and nature of event;
 - (e) initial investigation & diagnosis of the event; and
 - (f) security Incident detection where such feature is enabled by the Customer
- 4.4.2 You acknowledge that the Monitoring and Event Management Service is provided using standard Microsoft Azure Tooling.
- 4.4.3 The scope of what can be monitored and event managed will be determined by the available metrics and events that can be generated and collected within the Microsoft Azure Tooling.
- 4.4.4 BT will conduct the monitoring and event management of your BT Supported Microsoft Azure Services via the Internet.
- 4.5 Availability Management**
- 4.5.1 BT will provide monthly updates as follows:
- (a) Monthly Availability Analysis Reports
 - (i) defining all proactive Incidents raised against Microsoft Azure Platform availability issues presented by Subscription, Microsoft Azure Region and Microsoft Azure Resource type as defined by the Supplier;
 - (ii) mean time to restore service (MTRS) based on Microsoft Azure Service Health updates available in the Microsoft Azure Portal;
 - (iii) analysis of availability impacting Incidents that occur beyond the Microsoft Azure Platform availability e.g. Virtual Machine downtime due to Windows Server patch installation;
 - (b) Annual Availability Insight Reports
 - (i) 12 Month Incident volume trend;
 - (c) Optimisation and Governance Reports
 - (i) including “Microsoft Azure Advisor Reliability” recommendations derived from information in the Microsoft Azure Portal;
 - (ii) highlighting any failures of Microsoft Azure Platform service levels for Microsoft Azure Resources using the Microsoft Azure Service Health Dashboard;
 - (d) Monthly availability review with BT.
- 4.6 Change Enablement**
- 4.6.1 Either BT or you may request a change using the BT Customer Portal “**Request For Change**” (or “**RFC**”).



- 4.6.2 You will raise an RFC for prior approval by BT for all changes that you want to make to your BT Supported Microsoft Azure Services. BT will not be liable for any failure, degradation or delay in the Microsoft Azure Cloud Managed Services, and BT may make an additional Charge for any costs incurred, as a result of any such unauthorised changes.
 - 4.6.3 BT will conduct a risk and impact assessment for each RFC, and determine, in its sole opinion, if the RFC is a Normal Change, Standard Change or Emergency Change. BT will proceed accordingly and give each RFC a unique change record.
 - 4.6.4 BT will advise you when implementation of a RFC is complete and an appropriate duration for you to confirm your acceptance.
 - 4.6.5 You will be responsible for review and approval of RFCs once completed within the timescales advised by BT.
 - 4.6.6 We will both continue to perform our obligations under the Agreement as they previously existed prior to the RFC being fully implemented and accepted.
- 4.7 Configuration Management**
- 4.7.1 BT will capture Configuration Items in relation to the BT Supported Microsoft Azure Services from the Microsoft Azure Control Plane.
 - 4.7.2 BT will perform the following security activities:
 - (a) posture management to continuously report on and improve the security posture of the Microsoft Azure Resources. You will enable Microsoft Azure Defender as necessary for each Subscription to use the Microsoft Azure feature "Advanced Posture Management";
 - (b) Workload Protection:
 - (i) BT will manage the Microsoft Azure feature "Windows Defender" for Virtual Machines using the Microsoft Azure feature "Microsoft Defender for Cloud"
 - (ii) You will enable Windows Defender for all Virtual Machines;
 - 4.7.3 BT will follow the guidance provided by the Microsoft Azure Portal for resolution of any Incident raised.
- 4.8 Capacity & Cost Management**
- 4.8.1 BT will provide information and make recommendations to help you manage the costs of your Subscriptions and their Microsoft Azure Resources. This will include tagging standards to cross reference cost centre/ department to spend, budgets (and corresponding alerts) and reporting.
 - 4.8.2 BT will monitor and report on capacity management, making recommendations for appropriate sizing of your BT Supported Microsoft Azure Services to further assist you to optimise your costs.
 - 4.8.3 BT will use the Microsoft Azure Tooling in service reporting, to:
 - (a) recommend right-sizing of Microsoft Azure Virtual Machines;
 - (b) decommission orphaned or underutilised Microsoft Azure Resources including Microsoft Azure Virtual Machines, public IP addresses, "Microsoft Azure ExpressRoute" and "VNET Gateway" appliances;
 - (c) recommend "Microsoft Azure Reserved Instance" for Microsoft Azure Virtual Machines, isolated "Microsoft Azure App Service" instances, "SQL Databases" and "SQL Managed Instances"; and
 - (d) recommend "Spot Instance" discounts for Microsoft Azure Virtual Machines.
 - 4.8.4 BT will setup a maximum of 4 budget alerts per Subscription to trigger a notification to you based on a spend limit scoped at a management group/ Subscription level.
 - 4.8.5 BT will provide monthly reports that include:
 - (a) Cost analysis detailing actual spend per Subscription;
 - (i) per cost centre (cost allocation group);
 - (ii) by BT Supported Microsoft Azure Service;
 - (iii) Microsoft Azure Service per time period e.g. compare previous months spend to current;
 - (iv) Microsoft Azure Service by stock keeping unit;
 - (v) Microsoft Azure Service resource placement; and
 - (vi) per tag (if multiple values).
 - (b) Insight Reports:
 - (i) identify key Microsoft Azure Resources that have contributed to an increase or decrease in spend since the previous month;
 - (ii) percentage increase / decrease over last 12 month period (data permitting);
 - (iii) identify any anomalies; and
 - (iv) actual spend vs forecasted and budgeted spend over last 12 month period (data permitting).

- (c) Cost Optimisation & Governance
 - (i) untagged Microsoft Azure Resources or those tagged with an invalid value;
 - (ii) high spend Microsoft Azure Resources per subscription;
 - (iii) "Microsoft Azure Advisor" cost management recommendations that BT advise including impact on monthly spend.

4.8.6 Reports may be forwarded to cost management tag owners where details are supplied by the customer.

4.8.7 BT will not collect metric data (for example logical disk space usage) from Azure. You are responsible for forecasting future capacity requirements related to such data.

4.9 Service Continuity Management

4.9.1 Backup & Recovery Service

BT will:

- (a) where requested by you, perform restore operations from the Azure Control Plane only for BT Supported Microsoft Azure Services, including Microsoft Azure Virtual Machines, "SQL PaaS" and "File Services";
- (b) Monitor completion of the backup and remediate any Microsoft Azure Backup issues;
- (c) administer the backup schedules and backup policy that you have advised to BT. You are responsible for setting the backup schedule and policy and notifying this to BT
- (d) perform test restore of newly enabled Microsoft Azure Virtual Machines (where you have enabled the Microsoft Azure Backup feature);
- (e) report monthly on "Microsoft Azure Backup Health"

The Back up and Recovery Service does not apply to the Microsoft Azure Control Plane configuration. You acknowledge and agree that BT is not responsible for the validity or quality of the data contained within the backups.

4.9.2 Replication & Failover Service

BT will

- (a) action your pre-agreed Disaster Recovery (DR) plans, as notified to BT in writing;
- (b) perform your failover from the Microsoft Azure Control Plane only;
- (c) perform test failovers for newly enabled Virtual Machines;
- (d) monitor replication of Microsoft Azure Site Recovery enabled Virtual Machines (where "Replication" is enabled);
- (e) remediate Microsoft Azure Site Recovery issues; and
- (f) report on Microsoft Azure Site Recovery Health monthly.

4.10 Service Level Management

4.10.1 BT will provide you with monthly Service Level reports covering:

- (a) Management of communications and escalations with you;
- (b) Management of service credits that may be due to you from Microsoft in relation to your BT Supported Microsoft Azure Services (if applicable);
- (c) Incident reports;
- (d) Performance against the Service Levels;
- (e) Insight reports covering trending, monitoring, and performance of Service Levels; and
- (f) Service improvement:
 - (i) Ongoing engagement with the customer through feedback and continual service reviews; and
 - (ii) Recommend service improvements.

4.11 Problem Management

4.11.1 BT will:

- (a) open a "Problem Record" for any Incident that BT agrees causes a significant disruption to your business, where the root cause is unknown, and manage such Incident through to completion;
- (b) use its reasonable endeavours to identify the root cause of such Incident set out in (a) above and prevent repetition of such Incident;
- (c) discuss the findings of the Problem Management investigation with you;
- (d) perform focused trending on a regular basis and/or undertake investigations to identify and resolve the root cause of Incidents; and
- (e) create and maintain a database containing the status, root cause and workaround solutions to the cause of an Incident, the "Known Error Database".



5 Service Management Boundary

- 5.1 BT is responsible for the Services described in this Schedule up to the Microsoft Azure Control Plane. BT is not responsible for the availability, applications or any other element or functionality of the Microsoft Azure Services.
- 5.2 You are solely responsible for obtaining and maintaining all necessary software licences or other authorisations and consents required for the Azure Cloud Managed Services.
- 5.3 BT does not make any representations, whether express or implied, about whether the Service will operate in combination with any guest operating system or virtual appliance or other equipment and software.

Enabling Services

- 5.4 You will have the following services in place that are necessary for the Microsoft Azure Cloud Managed Services to function and will ensure that these services meet the minimum technical requirements that BT specifies:
 - 5.4.1 IT hardware, software and services necessary to access and use the Microsoft Azure Cloud Managed Services;
 - 5.4.2 an Internet connection;
 - 5.4.3 Subscriptions, either purchased from BT or directly from Microsoft or from other third parties; and
 - 5.4.4 the relevant Azure Tooling and access for BT to such Microsoft Azure Tooling.("Enabling Services").
- 5.5 If BT provides you with any services other than the Microsoft Azure Cloud Managed Services (including any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.

6 Specific Terms

6.1 Invoicing

In addition to those Charges set out in the BT Business Terms, BT will invoice you for

- 6.1.1 Onboarding Charges as set out in the Order, either :
 - (a) on the Service Start Date; or ;
 - (b) where the onboarding period is estimated to be longer than one month, monthly in arrears starting from when you place an Order until the Service Start Date.;
- 6.1.2 Charges for onboarding the Service outside of Business Hours;
- 6.1.3 Charges for restoring the Service if the Service has been suspended in accordance with the BT Business Terms; and
- 6.1.4 Charges for producing, reissuing or sending copies of any documents that BT has already provided to you.

6.2 Termination Charges

- 6.2.1 If you terminate the Agreement or a Service for convenience at any time you will pay BT the relevant Offboarding Charges.
- 6.2.2 In addition to the Charges set out at Paragraph 6.2.1 above, if you terminate the Service during the Minimum Period of Service, you will pay BT Termination Charges, equal to:
 - (a) for any parts of the Service that were terminated during the first 12 months of the Minimum Period of Service or any Renewal Period, Termination Charges, equal to:
 - (i) 100 per cent of the Regular Charges for the part(s) of the Service terminated for any remaining months of the first 12 months of the Minimum Period of Service;
 - (ii) 35% for the remaining months of the Minimum Period of Service, other than the first 12 months of the Minimum Period of Service or Renewal Period; and
 - (iii) any waived OnBoarding Charges for the part(s) of the Service(s) that will be terminated.
 - (b) for any parts of the Service and Associated Services that were terminated after the first 12 months of the Minimum Period of Service or Renewal Period, Termination Charges, as compensation, equal to 35 per cent of the Regular Charges for the parts of the Service terminated for any remaining months of the Minimum Period of Service or Renewal Period:

6.3 Annual Price Increase

- 6.3.1 BT reserves the right to increase the Regular Charges (rounded up to the nearest whole pence) annually by a percentage comprised of the annual percentage increase in the Consumer Price Index (CPI) rate figure published by the Office for National Statistics in January of that year (ignoring any negative figures) plus 3.9% ("**Annual Price Increase**").



- 6.3.2 The Annual Price Increase will take effect on bills dated on or after 1st April of each year. If the CPI figure is negative in the relevant year, BT will only increase Recurring Charges by 3.9%. The change to Recurring Charges as a result of the Annual Price Increase will not give you the right to terminate the Contract without paying Termination Charges.
- 6.4 Service Transition**
- 6.4.1 If you are transitioning your existing services to BT, you will provide any information or access BT reasonably requests within a reasonable period of time before the Service Start Date, including access to your Subscriptions and Microsoft Azure Services prior to the Service Start Date.
- 6.4.2 Whether or not you perform Acceptance Tests in accordance with Paragraph 8.2, you will provide reasonable technical support before and after the Service Start Date.
- 6.5 EULA**
- 6.5.1 BT will only provide the Microsoft Azure Cloud Managed Services if you have entered into the end user licence agreement with the Supplier in the form set out at [Online Subscription Agreement | Microsoft Azure](#), as may be amended or supplemented from time to time by the Supplier ("EULA").
- 6.5.2 You will observe and comply with the EULA for all any use of applicable Software.
- 6.5.3 In addition to what it says in Clause 15 of the BT Business Terms, if you do not comply with the EULA, BT may restrict or suspend the Microsoft Azure Cloud Managed Services upon reasonable Notice, and:
- (a) you will continue to pay the Charges for the Microsoft Azure Cloud Managed Services until the end of the Minimum period of Service; and
 - (b) BT may charge a re-installation fee to re-start the Microsoft Azure Cloud Managed Service
- 6.5.4 You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between you and the Supplier and you will deal with the Supplier with respect to any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.
- 6.5.5 Where the EULA is presented in a 'click to accept' function and you require BT to configure or install Software on your behalf, BT will do so as your agent and bind you to the EULA.
- 6.5.6 You will make BT the Digital Partner or Record, as defined by Supplier, for the provision of the Microsoft Azure Cloud Managed Services.
- 6.6 TUPE**
- 6.6.1 You warrant that, as a result of BT providing the Microsoft Azure Cloud Managed Service, there is no person whose contract of employment with you will have the effect as if it was originally made between that person and BT in accordance with TUPE or otherwise.
- 6.6.2 You will indemnify BT and keep BT indemnified from and against any TUPE Liabilities that BT suffers or incurs arising from the transfer to BT of the contract of employment of any person in breach of the warranty given at Paragraph 6.6.1 including, without limitation, any TUPE Liabilities suffered or incurred in connection with:
- (a) any Employment Costs of any such person; or
 - (b) the employment or termination of employment of any such person prior to, on or after the Service Start Date.
- 6.6.3 The full or partial transfer of the Microsoft Azure Cloud Managed Service from BT to you or any Successor Supplier may be a Relevant Transfer.
- 6.6.4 Where a Relevant Transfer occurs, except where any Outgoing Employees have objected in accordance with regulation 4(7) of TUPE, the employment contracts of the Outgoing Employees will be effective on and from the Service Transfer Date as if they were originally made between the Outgoing Employees and you (or where appropriate the Successor Supplier) except to the extent provided by TUPE.
- 6.6.5 Where Paragraph 6.6.4 applies:
- (a) BT will provide Employee Liability Information for the Outgoing Employees in accordance with regulation 11 of TUPE;
 - (b) BT will discharge the Employee Costs for the Outgoing Employees up to the Service Transfer Date;
 - (c) you will, or will ensure that any Successor Supplier will, discharge the Employee Costs for the Outgoing Employees on and from the Service Transfer Date and make all necessary apportionments;
 - (d) we will each indemnify the other party (or where appropriate, the Successor Supplier) against all TUPE Liabilities arising from either of our failures to comply with the obligations set out in this Paragraph 6.6.5;



- (e) BT will indemnify you (or where appropriate any Successor Supplier) from and against all TUPE Liabilities arising in connection with, or as a result of any act or omission of BT relating, to any Outgoing Employees' employment prior to the Service Transfer Date; and
 - (f) you will indemnify BT from and against all TUPE Liabilities arising in connection with, or as a result of any act or omission of you (or where appropriate any Successor Supplier) relating to, any Outgoing Employees' employment on or after the Service Transfer Date.
- 6.6.6 Any Successor Supplier will have the right to enforce the obligations owed to you, and the indemnities given to you by BT under Paragraph 6.6.2, in accordance with section 1(1) of the Contracts (Rights of Third Parties) Act 1999.



Part B – Service Delivery and Management

7 BT's Obligations

7.1 Service Delivery and Service Onboarding

Before the Service Start Date as part of the Onboarding Services, and where applicable throughout the provision of the Service, BT will:

- 7.1.1 provide you with access to the BT Customer Portal(s);
- 7.1.2 provide you with contact details for the Service Desk;
- 7.1.3 carry out the work on Business Days. You will incur additional Charges for any work carried out by BT outside of Business Hours;
- 7.1.4 enable an application programme interface or "API" between BT's management tools and your Microsoft Azure Subscriptions
- 7.1.5 appoint a point of contact for all other enquiries relating to the Onboarding Service;
- 7.1.6 configure access to your Subscription(s) using the appropriate Microsoft Azure Tooling;
- 7.1.7 set up a predefined configuration template for use across the Microsoft Azure Cloud Managed Services; and
- 7.1.8 enable API between BT's management tools and your Microsoft Azure Subscriptions; and
- 7.1.9 on the date that BT has completed the activities in this Paragraph 7.1, confirm to you that the Microsoft Azure Cloud Managed Service is available for performance of any Acceptance Tests in accordance with Paragraph 8.2.

7.2 During Operation

7.2.1 On and from the Service Start Date, BT:

- (a) will perform the day to day operational activities as detailed in Paragraph 4;
- (b) will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Care Levels in Part C of the Agreement, if BT detects or if you report an Incident;
- (c) may in the event of a security breach affecting the Service, require you to change any or all of your passwords; and
- (d) may carry out Maintenance from time to time and will use reasonable endeavours to inform you at least five Business Days before any Planned Maintenance on the Microsoft Azure Cloud Managed Service, however, BT may inform you with less notice than normal where Maintenance is required in an emergency.

7.3 The End of the Service

On termination of the Microsoft Azure Cloud Managed Services by either one of us BT:

- 7.3.1 will remove the existing configuration from BT's Tools and remove BT service analysts access to your Subscription(s) under management;
- 7.3.2 may delete any Content if required by Applicable Law.

8 Your Obligations

8.1 Service Delivery

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

- 8.1.1 provide access and information as reasonably requested by BT in order for BT to take management of your Subscription(s) and BT Supported Microsoft Azure Services running in those Subscription(s) as part of the Service;
- 8.1.2 remain responsible at all times for all charges relating to consumption of the Microsoft Azure Services;
- 8.1.3 establish and maintain your own internal support processes and helpdesk for Users and be responsible for communication with Users;
- 8.1.4 provide BT with any information reasonably required without undue delay, including your backup schedules and backup policy. If you provide incomplete or incorrect information or if the information provided by you changes, BT may review the Charges for the Service;
- 8.1.5 promptly, on request by BT, provide BT with access to your Subscription(s);
- 8.1.6 ensure that all such necessary use and access rights required as set out in Paragraphs 8.1.1 and 8.1.5 are maintained for BT at all times throughout the provision of the Service;



- 8.1.7 be responsible for all consumption of the Microsoft Azure Services that results in spend within the your environment(s);
 - 8.1.8 ensure that you have all necessary authorisations, licences and consents to allow BT to provide you with the Microsoft Azure Cloud Managed Service;
 - 8.1.9 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:
 - (a) inform your Users that as part of the Microsoft Azure Cloud Managed Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
 - (b) ensure that your Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required); and
 - (c) agree that BT will not be liable for any failure by you to comply with this Paragraph 8.1.9, you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph 8.1.9;
 - 8.1.10 allow BT to install all necessary software on your Microsoft Azure Virtual Machines in order for BT to provide the Microsoft Azure Cloud Managed Service;
 - 8.1.11 monitor the integrity of your data, and be responsible for performing and testing your systems and restores;
 - 8.1.12 maintain at least one additional current copy of your programs and data; and.
 - 8.1.13 agree that BT will not be liable for any failure by you to comply with this Paragraph 8.1 , you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph 8.1.
- 8.2 **Acceptance Tests**
- 8.2.1 You will carry out the Acceptance Tests for the Microsoft Azure Cloud Managed Service within 10 Business Days after receiving Notice from BT in accordance with Paragraph 7.1.9 ("**Acceptance Test Period**").
 - 8.2.2 The Microsoft Azure Cloud Managed Service is accepted by you if you confirm acceptance in writing during the Acceptance Test Period or is treated as being accepted by you if you do not provide BT with Notice to the contrary by the end of the Acceptance Test Period.
 - 8.2.3 Subject to Paragraph 8.2.4, the Service Start Date will be the earlier of the following:
 - (a) the date that you confirm or BT deems acceptance of the Microsoft Azure Cloud Managed Service in writing in accordance with Paragraph 8.2.2; or
 - (b) the date of the first day following the Acceptance Test Period.
 - 8.2.4 If, during the Acceptance Test Period, you provide BT Notice that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and provide you Notice that BT has remedied the non-conformance and inform you of the Service Start Date.
- 8.3 **During Operation**
- On and from the Service Start Date, you will:
- 8.3.1 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;
 - 8.3.2 promptly initiate RFCs for any changes in your Subscription(s);
 - 8.3.3 ensure that any Customer Equipment that is connected to the Microsoft Azure Cloud Managed Service or that you use, directly or indirectly, in relation to the Microsoft Azure Cloud Managed Service is:
 - (a) adequately protected against viruses and other breaches of security;
 - (b) technically compatible with the Microsoft Azure Cloud Managed Service and will not harm or damage Microsoft Azure Cloud Managed Service;
 - 8.3.4 maintain a written list of current Users and provide a copy of such list to BT within five Business Days following BT's written request at any time;
 - 8.3.5 in relation to Microsoft Azure Cloud Managed Services, agree that:
 - (a) BT will provide the Microsoft Azure Cloud Managed Services to you on an "**as is**" and "**as available**" basis. BT does not guarantee that the Microsoft Azure Cloud Managed Services:
 - (i) will be performed error-free or uninterrupted or that BT will correct all errors in the Microsoft Azure Cloud Managed Services;
 - (ii) will operate in combination with your content or applications or with any other software, hardware, systems or data;



- (iii) including any products, information or other material you obtain under or in connection with this Agreement, will meet your requirements; and
- (iv) is not designed, intended or licensed for use in hazardous environments requiring fail-safe controls;

8.3.6 not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case you will ensure the prior User will no longer have any right to access or use such subscription.

8.4 **The End of the Service**

On termination of the Service by either of us you will:

- 8.4.1 provide BT with all reasonable assistance necessary;
- 8.4.2 be solely responsible for any migration to another provider; and
- 8.4.3 be liable for any reasonable costs and expenses that BT may incur in assisting you.



Part C – Service Levels

9 Response and Incident Resolution Service Levels

9.1 From the Service Start Date, BT aims to provide the Microsoft Azure Cloud Managed Services in accordance with the response and resolution times for Incidents by Priority Level in the table below (“**Response Service Level**” and “**Incident Resolution Service Level**”):

Priority Level	Priority Definition	Target Response Service Level	Incident Resolution Service Level
P1	Very high impact on Customer's business. Experiences a widespread loss of service that cannot be mitigated. Customer cannot perform core business functions	30 min	5 hours
P2	High impact on Customer's business. Experiences a partially interrupted or impaired service that cannot be mitigated. Customer can perform core business functions but in a reduced capacity	1 hours	1 Business Day
P3	Medium impact on Customer's business. Experiences intermittent or localised interruption or impairment to service that can be mitigated; large percentage of business functioning normally	4 hours	2 Business Day
P4	Low impact on Customer's business that can be mitigated; majority of business functioning normally	8 hours	5 Business Day

9.2 If BT fails to meet the Incident Resolution Service Level, for at least four Qualifying Incidents per calendar month and subject to you reporting such Qualifying Incidents in accordance with Paragraph 4.2, you may request a Service Credit at the aggregate maximum amount equal to 10% of your monthly Regular Charges for the calendar month such Qualifying Incidents were reported to BT.

10 Requests for Service Credits

10.1 You may request applicable Service Credits within 28 days of the end of the calendar month in which the provisions of Paragraph 9.2 applied by providing details of the reason for the claim. Any failure by you to submit a request in accordance with this Paragraph 10.1 will constitute a waiver of any claim for Service Credits for that calendar month.

10.2 Upon receipt of a valid request for Service Credits in accordance with Paragraph 10.1:

- 10.2.1 BT will issue you with the applicable Service Credits by deducting those Service Credits from your invoice within two billing cycles of the request being received;
- 10.2.2 following termination of the Agreement where no further invoices are due to be issued by BT, BT will pay you the Service Credits in a reasonable period of time; and
- 10.2.3 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.

10.3 Where BT agrees to provide Incident Support for unsupported Microsoft Azure Services as set out in Paragraph 4.2.6, BT will use reasonable endeavours to resolve such Incidents, however the Service Levels set out in Part C to this Schedule will not apply to such Incidents.

10.4 The Service Levels under this Schedule will not apply:

- 10.4.1 Where an Enabling Service is not available to BT, due to no fault of BT, for provision of the Microsoft Azure Cloud Managed Services;
- 10.4.2 in the event that Clause 8 or Clause 23 of the BT Business Terms applies; or
- 10.4.3 to additional Subscriptions or BT Supported Microsoft Azure Services that are not onboarded using the RFC process set out in Paragraph 4.6.

11 Data Processing

11.1 The Data Processing Annex sets out the details regarding how Customer Personal Data is Processed when providing the Microsoft Azure Cloud Managed Service.



Part D – Defined Terms

In addition to the Defined Terms in the BT Business Terms, capitalised terms in this Microsoft Azure Cloud Managed Services' Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the BT Business Terms, these defined terms will take precedence for the purposes of this Service Schedule). BT has repeated some definitions in this Schedule that are already defined in the BT Business Terms. This is to make it easier for you to find the definitions when reading this Service Schedule.

"BT Supported Microsoft Azure Services" means those Microsoft Azure Services as set out in Annex A that are supported by BT in accordance with this Schedule.

"EULA" has the meaning given in Paragraph 6.5.1.

"Incident Resolution Service Level" has the meaning given in Paragraph 9.1.

"Supplier" means Microsoft Corporation.

"Microsoft Azure" means a [cloud computing](#) service operated by [Microsoft](#) for application management.

"Microsoft Azure Backup" means a feature of the Microsoft Azure Services.

"Microsoft Azure Cloud Managed Services" has the meaning set out in Paragraph 1.1.

"Microsoft Azure Control Plane" means the Microsoft Azure location where you manage resources in a Subscription.

"Microsoft Azure Data Plane" means the location where you manage the resources in a Microsoft Azure Service subscription.

"Microsoft Azure Defender" means a feature of the Microsoft Azure Services.

"Microsoft Azure ExpressRoute" means a private dedicated network connection to the Microsoft Azure Services.

"Microsoft Azure Firewall" means a cloud native intelligent network firewall security service.

"Microsoft Azure Portal" means a Microsoft web-based unified console where you can manage your Subscriptions using a graphical user interface.

"Microsoft Azure Region" means a set of Microsoft Azure datacentres that are connected through a dedicated low-latency network.

"Microsoft Azure Platform" means Microsoft infrastructure delivering its Microsoft Azure Services.

"Microsoft Azure Resource" means a Microsoft resource that is used to provide the Microsoft Azure Services, for example virtual machines, virtual networks and storage accounts.

"Microsoft Azure Services" means a public cloud platform including cloud products and services provided by Microsoft.

"Microsoft Azure Service Health" means a feature of the Microsoft Azure Portal providing online information on Microsoft Azure status, the service health service, and Resource Health.

"Microsoft Azure Service Health Dashboard" means a feature of the Azure Portal to view and monitor the status of current services provisioned.

"Microsoft Azure Site Recovery" means a feature of the Microsoft Azure Services.

"Microsoft Azure Site Recovery Health" means a feature of the Microsoft Azure Services.

"Microsoft Azure Tooling" means a number of Microsoft Azure built-in management and monitoring tools that help BT provide the Microsoft Azure Cloud Managed Service.

"Microsoft Azure Virtual Machines" means one of several types of on-demand, scalable computing resources that is offered by Microsoft Azure Services.

"Normal Change" means changes that need to be scheduled, assessed, and authorised following a process.

"Software" means any software in object code format only, including any embedded software and related documentation (whether on tangible or intangible media). It may be provided by BT or made available by you to BT as appropriate to the Microsoft Azure Cloud Managed Service.

"Subscription" is an agreement between you and Microsoft to use Microsoft Azure Resources.



ANNEX A: BT Supported Microsoft Azure Services by Category

Category	BT Supported Microsoft Azure Services
Compute - Infrastructure	Microsoft Azure Virtual Machines Microsoft Azure Virtual Machine Scale Sets
Compute - Application Services	Microsoft Azure App Service Microsoft Azure Logic Apps
Data Platform	Microsoft Azure SQL Database Microsoft Azure SQL Managed Instance
Storage	Microsoft Azure File Storage
Networking	Microsoft Azure Front Door Microsoft Azure Load Balancer Microsoft Azure Traffic Manager Microsoft Application Gateway Microsoft Azure DNS Microsoft Azure Firewall Microsoft Azure ExpressRoute Microsoft Azure Virtual WAN Microsoft Azure VPN Microsoft Virtual Network (VNET) Microsoft Azure Bastion Network Security Group (NSG) Microsoft Azure Network Watcher
Management & Governance	Microsoft Azure Advisor (for BT management use only) Microsoft Azure Alerts (for BT management use only) Microsoft Azure Automation including Azure Update Management Microsoft Azure Backup Microsoft Azure Site Recovery Services Microsoft Azure Monitor (including Log Analytics) (for BT management use only) Microsoft Azure Policy Microsoft Azure Service Health Microsoft Azure Cost Management Microsoft Azure Lighthouse (for BT management use only)
Security	Microsoft Azure Key Vault Microsoft Defender for Cloud Microsoft Azure Active Directory (Microsoft Cloud Solution Provider (CSP) only)