



Secure Business Backup by Acronis Service Schedule to the General Terms

Contents

| | |
|--|---|
| A note on 'you' | 2 |
| Words defined in the General Terms | 2 |
| Part A – The Secure Business Backup by Acronis Service | 2 |
| 1 Service Summary | 2 |
| 2 Standard Service Components | 2 |
| 3 Service Management Boundary | 2 |
| 4 Associated Services | 2 |
| 5 Specific Terms | 3 |
| Part B – Service Delivery and Management..... | 5 |
| 6 BT's Obligations..... | 5 |
| 7 Your Obligations | 5 |
| 8 Notification of Incidents..... | 5 |
| Part C – Service Levels | 7 |
| 9 Service Care Levels..... | 7 |
| Part D – Defined Terms | 8 |
| 10 Defined Terms | 8 |



A note on 'you'

'You' and 'your' mean the Customer.

Words defined in the General Terms

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms.

Part A – The Secure Business Backup by Acronis Service

1 Service Summary

BT will provide you with a right to access and use the secure online back-up software referred to in this Schedule as Acronis Security Software and will provide you with support in relation to the Acronis Security Software as set out in the Standard Service Components in Paragraph 2 up to the point of the Service Management Boundary as set out in Paragraph 3 ("**Secure Business Backup by Acronis Service**").

2 Standard Service Components

BT will provide you with all the following standard service components ("**Standard Service Components**") in accordance with the details as set out in any applicable Order:

2.1 Ordering and invoicing: BT will:

2.1.1 provide you with the capability to:

- (a) place orders for the Acronis Security Software via the Marketplace and BT sales agents; and
- (b) access the Console from the Marketplace through single-sign-on technology to:
 - (i) download the Acronis Security Software on your Devices; and
 - (ii) manage User licenses; and

2.1.2 invoice you for accessing and using the Acronis Security Software.

2.2 Customer Support: BT will provide you with telephone support during Support Hours for any Incidents in relation to the Acronis Security Software:

2.2.1 **Level 1 Support:** first line of support, including initial communication and response to You;

2.2.2 **Level 2 Support,** advanced support, including basic installation support and support for post-installation reconfiguration; and

2.2.3 **Level 3 Support:** BT will provide escalations to Acronis on your behalf for any advanced technical support in relation to Acronis Security Software defects and code-level problems.

3 Service Management Boundary

3.1 BT will provide and manage the Secure Business Backup by Acronis Service in accordance with Parts A and B of this Schedule and as set out in any applicable Order ("**Service Management Boundary**").

3.2 BT will have no responsibility for:

- (a) the Secure Business Backup by Acronis Service outside the Service Management Boundary; or
- (b) the Acronis Security Software other than as set out in Paragraph 2.2.

3.3 The Customer Support Standard Service Component set out in Paragraph 2.2 does not cover any fault arising from or in connection with your existing software programmes.

3.4 BT does not make any representations, whether express or implied, about whether the Secure Business Backup by Acronis Service will operate in combination with any Customer Equipment, any Devices or other equipment and software.

3.5 The Secure Business Backup by Acronis Service is provided solely for your own use and you will not resell the service (or any part or facility of it) to any third party.

4 Associated Services

4.1 You will have the following services in place that will connect to the Secure Business Backup by Acronis Service and are necessary for the Secure Business Backup by Acronis Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:

4.1.1 an Internet connection; and

4.1.2 access to the Marketplace,

(each an "**Enabling Service**").



- 4.2 If BT provides you with any services other than the Secure Business Backup by Acronis Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.
- 4.3 You will provide and maintain any Customer Equipment necessary for the Enabling Services. You will pay all charges related to the provision, maintenance and use of such Enabling Services and report any incidents on these Enabling Services directly to the suppliers for each Enabling Service.
- 4.4 In order to receive the Secure Business Backup by Acronis Service, you will ensure that your system meets the minimum requirements set out at <https://www.acronis.com/en-us/support/documentation/ATI2020/index.html#10118.html> and <https://www.acronis.com/en-us/support/documentation/ATIMAC2020/#42166.html> (or any other url that BT advises you) or as available from BT on request.

5 Specific Terms

5.1 Changes to the Contract

- 5.1.1 BT may amend the Contract (including the Charges) at any time by either:
 - (a) publishing the amendment online at www.bt.com/pricing or www.bt.com/terms (or any other online address that BT advises you of); or
 - (b) by giving Notice to you.
- 5.1.2 In the event that the amendments cause you material detriment, BT will give you Notice at least 30 days before the change is to take effect and, in the case of any other amendments, at least one day before the change is to take effect.
- 5.1.3 If BT makes any amendment to the Contract that causes you material detriment, you will not have to pay any Termination Charges if you give Notice to terminate the affected Secure Business Backup by Acronis Service in accordance with Clause 17 of the General Terms within:
 - (a) 90 days after the date of notification if BT has only published the amendment online in accordance with Paragraph 5.1.1 (a); or
 - (b) 30 days after the date of the Notice if BT has given you Notice in accordance with Paragraph 5.1.1 (b).

5.2 Minimum Period of Service

- 5.2.1 At the end of the Minimum Period of Service, unless one of us gives Notice to the other of an intention to terminate the Secure Business Backup by Acronis Service in accordance with the Contract:
 - (a) BT will continue to provide the Secure Business Backup by Acronis Service on a rolling monthly basis;
 - (b) the Charges applicable during the Minimum Period of Service will cease to apply and BT will invoice you the Charges set out in any applicable Order from expiry of the Minimum Period of Service; and
 - (c) both of us will continue to perform each of our obligations in accordance with the Contract.
- 5.2.2 If either of us gives Notice to the other of an intention to terminate the Secure Business by Acronis Service, BT will cease delivering the Secure Business Backup by Acronis Service at the time of 23:59 on the last day of the Minimum Period of Service.
- 5.2.3 This Contract will end automatically if the EULA or any other third-party licence necessary for the operation of this Secure Business Backup by Acronis Service expires or is terminated for any reason.

5.3 Termination for Convenience

For the purposes of Clause 17 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate the Secure Business Backup by Acronis Service by giving 30 days' Notice to the other.

5.4 Licence

- 5.4.1 BT gives you a non-exclusive, non-transferable and limited right to access, use and connect to the Secure Business Backup by Acronis Service in connection with your internal business purposes only.
- 5.4.2 You will not resell or otherwise transfer the Secure Business Backup by Acronis Service, any Software or other licences granted under this Contract.

5.5 End User Licence Agreement (EULA)

- 5.5.1 BT will only provide the Secure Business Backup by Acronis Service if you have entered into the end user licence agreement with the Supplier in the form set out at https://dl.acronis.com/u/pdf/Acronis_consumer_EULA_en-US.pdf, as may be amended or supplemented from time to time by the Supplier ("EULA").
- 5.5.2 You will observe and comply with the EULA for all any use of the applicable Acronis Security Software.



- 5.5.3 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the EULA, BT may restrict or suspend the Secure Business Backup by Acronis Service upon reasonable Notice, and you will continue to pay the Charges for the Secure Business Backup by Acronis Service until the end of the Minimum Period of Service.
- 5.5.4 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.
- 5.5.5 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.

5.6 Open Source Software

The Secure Business Backup by Acronis Service contains Open Source Software, further details can be found at <https://kb.acronis.com/content/63222>, as may be amended or supplemented from time to time by the Supplier.

5.7 Invoicing

- 5.7.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges in the amounts set out in any applicable Order:
 - (a) Recurring Charges, monthly in arrears and for any period where the Secure Business Backup by Acronis Service is provided for less than one month; and
 - (b) any Termination Charges incurred in accordance with Paragraph 5.8 upon termination of the relevant Secure Business Backup by Acronis Service.
- 5.7.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:
 - (a) Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract; and
 - (b) any other Charges as set out in any applicable Order or as otherwise agreed between both of us.
- 5.7.3 If you place an Order with BT to purchase licences of the Secure Business Backup by Acronis Service at a promotional price, you will not be eligible for any promotional price offers if you wish to purchase additional licences of the Secure Business Backup by Acronis Service.
- 5.7.4 Where BT has agreed that the Secure Business Backup by Acronis Service may be included within one of BT's standard pricing packages or schemes, during the period that the Secure Business Backup by Acronis Service is included in the pricing package or scheme, the Charges specified in the Schedule may be amended by the terms of the pricing package or scheme and upon termination of the pricing package or scheme, the Charges will revert to those specified in the Schedule.

5.8 Termination Charges

- 5.8.1 If you terminate during the 12 month Minimum Period of Service (if applicable), you will pay BT Termination Charges, as compensation, equal to 100 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service.
- 5.8.2 BT will refund to you any money you have paid in advance after deducting any Charges or other payments due to BT under the Contract.

5.9 Unactivated Subscriptions

If you have ordered a one month Minimum Period of Service (as set out in the Order) and you have not yet installed the Secure Business Backup by Acronis Service within the first three calendar months after the Service Start Date BT reserves the right to cancel the Secure Business Backup by Acronis Service without further notice to you.



Part B – Service Delivery and Management

6 BT's Obligations

6.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Secure Business Backup by Acronis Service, BT will:

- 6.1.1 manage your Orders; and
- 6.1.2 provide you with a confirmation email with instructions on how to access the Marketplace and the Secure Business Backup by Acronis Service.

6.2 During Operation

On and from the Service Start Date, BT:

- 6.2.1 invoice you for the Charges in accordance with Paragraph 5.7.1;
- 6.2.2 respond and use reasonable endeavours to remedy an Incident without undue delay; and
- 6.2.3 provide you with contact details for the Service Desk.

7 Your Obligations

7.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Secure Business Backup by Acronis Service, you will:

- 7.1.1 provide BT with the names and contact details of the Customer Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 7.1.2 provide BT with any information reasonably required without undue delay; and
- 7.1.3 complete any preparation activities that BT may request to enable you to receive the Secure Business Backup by Acronis Service promptly and in accordance with any reasonable timescales.

7.2 During Operation

On and from the Service Start Date, you will:

- 7.2.1 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Secure Business Backup by Acronis Service and:
 - (a) immediately terminate access for any person who is no longer a User;
 - (b) inform BT immediately if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
 - (c) take all reasonable steps to prevent unauthorised access to the Secure Business Backup by Acronis Service;
 - (d) satisfy BT's security checks if a password is lost or forgotten; and
 - (e) change any or all passwords or other systems administration information used in connection with the Secure Business Backup by Acronis Service if BT requests you to do so in order to ensure the security or integrity of the Secure Business Backup by Acronis Service.
- 7.2.2 not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case you will ensure the prior User will no longer have any right to access or use the Secure Business Backup by Acronis Service; and

7.3 The End of the Service

On termination of the Secure Business Backup by Acronis Service by either of us, you will:

- 7.3.1 uninstall or delete the Acronis Security Software and manuals together with all copies in any form, including copies on any hard and back up disks; and
- 7.3.2 discontinue any use of the Acronis Security Software or documentation supplied as part of this Contract.

8 Notification of Incidents

Where you become aware of an Incident:

- 8.1 the Customer Contact will report it to the Service Desk;
- 8.2 BT will give you a Ticket;
- 8.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
 - 8.3.1 you confirm that the Incident is cleared within 24 hours after having been informed; or



- 8.3.2 BT has attempted unsuccessfully to contact you, in the way agreed between both of us in relation to the Incident, and you have not responded within 24 hours following BT's attempt to contact you.
- 8.4 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.



Part C – Service Levels

9 Service Care Levels

There are no Service Care Levels for this Secure Business Backup by Acronis Service.



Part D – Defined Terms

10 Defined Terms

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

“Acronis Security Software” means such Acronis proprietary computer programs including graphical user interfaces, listings, data files (or parts of them) in any language, form or medium (including in object code and source code format) together with all programming documentation that are provided by or on behalf of the Supplier including all modifications, enhancements, updates and upgrades to it.

“Secure Business Backup by Acronis Service” has the meaning given in Paragraph 1.

“Console” means the application available through the Marketplace where you can access and manage your Acronis Security Software.

“Customer Contact” means any individuals authorised to act on your behalf for Secure Business Backup by Acronis Service management matters.

“Customer Equipment” means any equipment and any software, other than BT Equipment, used by you in connection with an Secure Business Backup by Acronis Service.

“Device” means any mobile handset, laptop, tablet or other item of handheld equipment, including all peripherals, excluding SIM Cards and applications, which are in scope of the Secure Business Backup by Acronis Service, as set out in the Order.

“Enabling Service” has the meaning given in Paragraph 4.1.

“EULA” has the meaning given in Paragraph 5.5.1.

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

“Incident” means an unplanned interruption to, or a reduction in the quality of, the Secure Business Backup by Acronis Service or particular element of the Secure Business Backup by Acronis Service.

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

“Internet Protocol” or **“IP”** means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

“Licence” has the meaning given in Paragraph 5.4.

“Marketplace” means the BT Business Apps online portal which can be found at businessapps.bt.com.

“Minimum Period of Service” means either a period of one month or 12 consecutive months beginning on the Service Start Date, as set out in any applicable Order.

“Recurring Charges” means the Charges for the Secure Business Backup by Acronis Service or applicable part of the Secure Business Backup by Acronis Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.

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

“Service Management Boundary” has the meaning given in Paragraph 3.1.

“Standard Service Components” has the meaning given in Paragraph 2.

“Supplier” means Acronis International GmbH a limited liability company incorporated in Switzerland (registered no. CHE-113.666.835) having its registered office at Neuhausen am Rheinfall, with its domicile at Rheinweg 9, 8200 Schaffhausen, Switzerland.

“Support Hours” means 24x7x365.

“Ticket” means the unique reference number provided by BT for an Incident and that may also be known as a **“fault reference number”**.