



BT Internet out of the Cloud Schedule to the General Terms

Contents

A note on 'you'	2
Words defined in the General Terms	2
Part A – The Internet out of the Cloud Service	2
1 Service Summary	2
2 Standard Service Components	2
3 Service Management Boundary	2
4 Associated Services	2
5 Specific Terms	2
Part B – Service Delivery and Management	5
6 BT's Obligations	5
7 Your Obligations	5
8 Notification of Incidents	6
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 Internet out of the Cloud Service

1 Service Summary

BT will provide you with a secure method of accessing the Internet via the BT MPLS network, which is managed by a virtual Firewall cluster hosted in the cloud with unified threat management functions enabled, up to the point of the Service Management Boundary as set out in Paragraph 3 (“**Internet out of the Cloud 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 **Managed Perimeter Anti-Virus:** provides perimeter protection against the latest known in-the-wild viruses, worms, spyware, malware and other grayware categories. It is designed to stop viruses and other malicious un-encrypted traffic at the network perimeter and offers protection against newly developed attacks. The Internet out of the Cloud Service ensures that the most up-to-date signatures are deployed to Customer Equipment in a timely manner.
- 2.2 **Managed Perimeter Intrusion Detection and Prevention (“IPS”):** provides intrusion detection and prevention capability that combines signature and anomaly detection and prevention techniques. The Internet out of the Cloud Service ensures that the most up-to-date signatures are deployed to Customer Equipment in a timely manner.
- 2.3 **Internet VPN Options:**
 - 2.3.1 Point-to-point IPSEC VPNs: establishes secure connectivity between your Sites over the Internet.
 - 2.3.2 Remote Access IPSEC VPNs: provides access to your company resources for your employees whilst they are working remotely. The Internet out of the Cloud Service Firewalls will work with your existing authentication solutions. Remote access VPN’s require the installation of the FortiClient Software on Customer Equipment.
- 2.4 **Monitoring:** BT will monitor the Internet out of the Cloud Service 24x7x365. Alerts are monitored by BT’s automated monitoring hardware and software.
- 2.5 **Maintenance Service:** Maintenance services may be provided by BT in accordance with your Underlying Network and Service Product Terms and Conditions.

3 Service Management Boundary

- 3.1 BT will provide and manage the Internet out of the Cloud Service in accordance with Parts B and C of this Schedule and as set out in any applicable Order up to the BT MPLS network (“**Service Management Boundary**”).
- 3.2 BT will have no responsibility for the Internet out of the Cloud Service outside the Service Management Boundary.
- 3.3 BT does not make any representations, whether express or implied, about whether the Internet out of the Cloud Service will operate in combination with any Customer Equipment or other equipment and software.
- 3.4 BT does not guarantee the Internet Out of the Cloud Service will detect or block all malicious threats.
- 3.5 BT does not make any guarantee regarding the performance of the Customer WAN, LAN or both as appropriate, or about the traffic volumes which can be carried by the Customer WAN, LAN or both as appropriate.

4 Associated Services

- 4.1 You will have the following services in place that will connect to the Internet out of the Cloud Service and are necessary for the Internet out of the Cloud Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
 - 4.1.1 a BT managed service which you will be connected to at all times to ensure the Internet Out of the Cloud Service will function (“**Enabling Service**”).
- 4.2 If BT provides you with any services other than the Internet out of the Cloud 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.

5 Specific Terms



5.1 Minimum Period of Service and Renewal Periods

- 5.1.1 Unless one of us gives Notice to the other of an intention to terminate the Internet out of the Cloud Service at least 90 days before the end of the Minimum Period of Service or a Renewal Period, at the end of the Minimum Period of Service or Renewal Period the Internet out of the Cloud Service will automatically extend for a Renewal Period and both of us will continue to perform each of our obligations in accordance with the Contract.
- 5.1.2 If either of us gives Notice to the other of an intention to terminate the Internet out of the Cloud Service, BT will cease delivering the Internet out of the Cloud Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.
- 5.1.3 BT may propose changes to this Schedule or the Charges or both by giving you Notice at least 90 days prior to the end of the Minimum Period of Service and each Renewal Period (“**Notice to Amend**”).
- 5.1.4 Within 30 days of any Notice to Amend, you will provide BT Notice:
- (a) agreeing to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period;
 - (b) requesting revisions to the changes BT proposed, in which case both of us will enter into good faith negotiations for the remainder of that Minimum Period of Service or Renewal Period, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period; or
 - (c) terminating the Contract at the end of the Minimum Period of Service or Renewal Period, as applicable.
- 5.1.5 If we have not reached agreement in accordance with Paragraph 5.1.4(b) by the end of the Minimum Period of Service or the Renewal Period, the terms of this Schedule will continue to apply from the beginning of the following Renewal Period unless you give Notice in accordance with Paragraph 5.1.4(c) or BT may give Notice of termination, in which case BT will cease delivering the Internet out of the Cloud Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period as applicable.

5.2 Invoicing

- 5.2.1 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) Set-up and recurring per annum charge based on the amount of bandwidth sold as per the applicable Order, on the Service Start Date;
 - (b) Recurring Charges monthly in advance on the first day of the relevant month and for any period where the Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis; and
 - (c) any Termination Charges incurred in accordance with Paragraph 5.3 upon termination of the relevant Service.
- 5.2.2 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;
 - (b) Charges for commissioning the Internet out of the Cloud Service in accordance with Paragraph 6.2 outside of Business Hours;
 - (c) Charges for restoring the Service if the Service has been suspended in accordance with Clause 10.1.2 of the General Terms;
 - (d) Charges for cancelling the Service in accordance with Clause 16 of the General Terms;
 - (e) Charges for expediting provision of the Internet out of the Cloud Service at your request after BT has informed you of the Customer Committed Date;
 - (f) Charges for de-commissioning the Service;
 - (g) Charges for producing, re-issuing or sending copies of any documents BT has already sent to you that have not been returned within the time frame set out in the document;
 - (h) Charges for additional work carried out by BT due to you requesting a change to the Internet out of the Cloud Service set out in the Order; and
 - (i) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

5.3 Cancellation and Termination Charges

5.3.1 Cancellation Charges

For the purposes of Clause 16 of the General Terms, if you cancel an Order, or part of it, any time before the Service Start Date you will pay BT the Cancellation Charges in respect of work performed, money spent and



commitments entered into by BT to meet your requirements up to and including the time of such cancellation.

5.3.2 Termination Charges

- (a) If you terminate the Contract or the Internet out of the Cloud Service for convenience in accordance with Clause 17 of the General Terms you will pay BT:
 - (i) all outstanding Charges or payments due and payable under the Contract;
 - (ii) if applicable, De-installation Charges; and
- (b) If you terminate an associated service, Termination Charges may apply in accordance with the relevant Underlying Network and Service Product Terms and Conditions as defined in your Order.

5.4 Licence

5.4.1 BT grants you a limited, revocable, non-exclusive, non-sub licensable, non-transferrable licence to use the Internet Out of the Cloud Service for your own internal business purposes and in accordance with the terms of this Contract.

5.4.2 You will not modify, alter, repair or otherwise create derivative works of any Software or resell or sublicense the Internet Out of the Cloud Service.

5.5 EULA

5.5.1 If applicable, you will accept and enter into any end user licence agreement that BT or a supplier provides to you and as may be amended or supplemented from time to time by BT or a supplier (“EULA”).

5.5.2 You will observe and comply with the EULA for all any use of the applicable 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 Internet Out of the Cloud Service upon reasonable Notice, and:

- (a) you will continue to pay the Charges for the Internet Out of the Cloud Service until the end of the Minimum period of Service; and
- (b) BT may charge a re-installation fee to re-start the Internet Out of the Cloud 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 IP Addresses

5.6.1 Except for IP Addresses expressly registered in your name, all IP Addresses made available with the Internet Out of the Cloud Service will at all times remain BT’s property or the property of BT’s suppliers and are non-transferable.

5.6.2 All of your rights to use IP Addresses will cease on termination or expiration of the Internet Out of the Cloud Service.

5.7 PCI DSS Compliance Obligations

5.7.1 The Internet out of the Cloud Service is not compliant with PCI DSS and you will not use the Internet out of the Cloud Service for the processing, storage or transmission of any Cardholder Data or any data that is subject to PCI DSS.

5.7.2 You will indemnify BT for any Claims, losses, costs or liabilities that it incurs as a result of you storing, processing or transmitting data that is subject to PCI DSS.

5.8 Service Amendment

5.8.1 At any time after the Service Start Date, you may request configuration changes to the Internet out of the Cloud Service via the Service Desk. BT will action the configuration changes during normal Business Hours.

5.8.2 BT may charge you for configuration changes if BT considers that the number or frequency of such changes are excessive. Both of us will agree on the pricing for any configuration changes before implementation.



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 Internet out of the Cloud Service, BT will:

- 6.1.1 provide you with contact details for the Service Desk;
- 6.1.2 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that you have notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract;
- 6.1.3 if you request a change to the Internet out of the Cloud Service or any part of the Internet out of the Cloud Service, then BT may revise the Customer Committed Date to accommodate that change; and
- 6.1.4 may expedite delivery of the Internet out of the Cloud Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

6.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 6.2.1 configure the Internet out of the Cloud Service;
- 6.2.2 may conduct a series of standard tests on the Internet out of the Cloud Service to ensure that it is configured correctly; and
- 6.2.3 after BT has completed the activities in Paragraph 6.2.1, BT will confirm to you the Service Start Date.

6.3 During Operation

On and from the Service Start Date, BT:

- 6.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if you report an Incident on the BT Network;
- 6.3.2 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 Internet out of the Cloud Service, the BT Network, BT Equipment or Purchased Equipment, however, BT may inform you with less notice than normal where Maintenance is required in an emergency; and
- 6.3.3 may, in the event of a security breach affecting the Internet out of the Cloud Service, require you to change any or all of your passwords.

6.4 The End of the Service

On termination of the Internet out of the Cloud Service by either of us, BT may disconnect and remove any BT Equipment located at the Site(s).

7 Your Obligations

7.1 Service Delivery

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

- 7.1.1 provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Internet out of the Cloud Service;
- 7.1.2 provide BT with any information reasonably required without undue delay;
- 7.1.3 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
- 7.1.4 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 Internet out of the Cloud 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 7.1.4, 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 7.1.4.

7.2 During Operation



On and from the Service Start Date, you will:

- 7.2.1 monitor and maintain any Customer Equipment connected to the Internet out of the Cloud Service or used in connection with the Internet out of the Cloud Service;
- 7.2.2 ensure that any Customer Equipment that is connected to the Internet out of the Cloud Service or that you use, directly or indirectly, in relation to the Internet out of the Cloud Service is:
 - (a) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means;
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the Internet out of the Cloud Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (d) 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;
- 7.2.3 immediately disconnect any Customer Equipment, or advise BT to do so at your 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 you are contacted by BT about such material,and redress the issues with the Customer Equipment prior to reconnection to the Internet out of the Cloud Service;
- 7.2.4 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Internet out of the Cloud Service;
- 7.2.5 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Internet out of the Cloud 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 Internet out of the Cloud 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 Internet out of the Cloud Service if BT requests you to do so in order to ensure the security or integrity of the Internet out of the Cloud Service.
- 7.2.6 If taking Remote access VPNs as a Service Option, you will download and install the FortiClient Software on Customer Equipment;
- 7.2.7 if applicable, be responsible for devising any IP addresses which may be required for the purposes of the WAN, LAN or both as appropriate, network management; and
- 7.2.8 be responsible for ensuring the compatibility of any applications you wish to use with the Internet Out of the Cloud Service, other than where such applications are provided by BT under this Contract. BT does not make any guarantee regarding the performance of the Customer WAN, LAN or both as appropriate, or about the traffic volumes which can be carried by the Customer WAN, LAN or both as appropriate.

7.3 The End of the Service

On termination of the Internet out of the Cloud Service by either of us, you will disconnect any Customer Equipment from the Internet Out of the Cloud Service.

8 Notification of Incidents

Where you become aware of an Incident:

- 8.1 you 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

9.1 There are no Service Care Levels for the Internet Out of the Cloud 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.

“**BT Price List**” means the document containing a list of BT’s charges and terms that may be accessed at: www.bt.com/pricing (or any other online address that BT may advise you).

“**Business Hours**” means between the hours of 0800 and 1700 in a Business Day.

“**Customer Equipment**” means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with the Internet Out of the Cloud Service.

“**De-installation Charges**” means the charges payable by you on de-installation of the Internet Out of the Cloud Service.

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

“**Firewall**” means a hardware device together with any associated software, designed to prevent unauthorised access to your LAN.

“**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 Internet Out of the Cloud Service or particular element of the Internet Out of the Cloud 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.

“**Internet out of the Cloud**” or “**IOTC**” has the meaning given to it in Paragraph 1.

“**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.

“**IPSEC VPN**” means Software used to establish secure remote connectivity from computers, laptops or device on third party networks.

“**Local Area Network**” or “**LAN**” means the infrastructure that enables the ability to transfer IP services within Site(s) (including data, voice and video conferencing services).

“**Minimum Period of Service**” means a period of 12 consecutive months beginning on the Service Start Date, unless set out otherwise in any applicable Order.

“**MPLS**” means Multiprotocol Label Switching.

“**Notice to Amend**” has the meaning given in Paragraph 5.1.3.

“**Planned Maintenance**” means any Maintenance BT has planned to do in advance.

“**Purchased Equipment**” means any equipment, including any Software, sold by BT to you.

“**Recurring Charges**” means the Charges for the Internet Out of the Cloud Service or applicable part of the Internet Out of the Cloud Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.

“**Renewal Period**” means for each Internet Out of the Cloud Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

“**Service Care Levels**” means the times to respond to or repair an Incident that BT will endeavour to achieve in response to a fault report and that are based on the component part.

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

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

“**Site**” means a location at which the Internet Out of the Cloud Service is provided.

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

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

“**Underlying Network and Service Product Terms and Conditions**” means separate products that are associated with the Internet Out of the Cloud Service, product information can be found on the [Global Services website](http://www.bt.com/global-services).

“**VPN**” means a virtual private network.

“**WAN**” means wide area network.