



Microsoft Online Services Schedule to the General Terms

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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 Microsoft Online Services

1 SERVICE SUMMARY

BT will, as a Microsoft Cloud Solution Provider, provide you with a subscription to the Microsoft Online Services that are hosted by the Supplier. BT will provide you with troubleshooting support in relation to the Microsoft Online Services, comprising the Standard Service Components, up to the point of the Service Management Boundary as set out in Paragraph 3 (“**Microsoft Online Services**”).

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 Microsoft Online Service Subscriptions:

2.1.1 BT will provide you with the following Subscriptions:

- (a) **Licence-Based Subscriptions:** Licence-Based Subscriptions are priced and ordered as single units and billed for the number of units you have in the month. Subscription Licence will be assigned to a User or service to enable the relevant features. Microsoft Office 365, Dynamics 365 and Exchange Online are Licence-Based Subscriptions.
- (b) **Usage-Based Subscriptions:** Usage-Based Subscriptions are ordered for services where the price is calculated based on usage. The Monthly Recurring Charges are calculated based on usage and billed in arrears. Pricing is dynamic and changes frequently. Microsoft Azure is a Usage-Based Subscriptions.

2.1.2 The Subscriptions enable either an individual service or bundle of services or software application.

2.1.3 The Subscriptions provided by BT may change and not all subscriptions offered by the Supplier are available from BT. A full list of the Subscriptions offered by BT will be available from the Marketplace or BT sales agents.

2.1.4 Each Subscription will be independently contracted for. You may have one or more Subscriptions as part of your Service that have independent Minimum Periods of Service.

2.2 Support and Service Desk: BT will provide you with UK based Service Desk that operates 24x7x365 for any Incidents in relation to the Microsoft Online Services.

2.2.1 BT will provide escalations to the Supplier on your behalf for any Incidents found with the Microsoft Online Services platform.

2.3 Self Service Portal: As part of the Service BT will provide you with the capability to:

2.3.1 place Orders for additional Licences for your Subscription via the Marketplace and BT sales agents;

2.3.2 add or remove Licences from your Subscription for the Microsoft Online Services via the Marketplace. The additional Licences will be included in your existing Subscription.

3 SERVICE MANAGEMENT BOUNDARY

3.1 BT will provide the Microsoft Online Services in accordance with Parts B and C of this Schedule and as set out in any applicable Order (“**Service Management Boundary**”).

3.2 BT will have no responsibility for the Microsoft Online Services outside the Service Management Boundary.

3.3 BT does not make any representations, whether express or implied, about whether the Microsoft Online Services will operate in combination with any Customer Equipment or other equipment and software.

3.4 The Microsoft Online Services are provided solely for your own use and you will not resell the Service (or any part or facility of it) to any third party.

3.5 The Service does not include a migration of your data to the Microsoft Online Services Tenant. You may order the migration of your data from BT separately for an additional Charge.

4 ASSOCIATED SERVICES

- 4.1 You will have the following services in place that will connect to the Microsoft Online Services and are necessary for the Microsoft Online Services to function and will ensure that these services meet the minimum technical requirements that BT specifies:
- 4.1.1 an Internet connection with a suitable bandwidth; and
 - 4.1.2 access to the Marketplace,
- (each an “Enabling Service”).
- 4.2 If BT provides you with any services other than the Microsoft Online Services (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 Microsoft Online Services, you will ensure that your system meets the minimum requirements set out at <https://products.office.com/en-gb/office-system-requirements> (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 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 and Renewal Periods

- 5.2.1 Unless one of us gives Notice to the other of an intention to terminate the Microsoft Online Services at least 30 days before the end of the Minimum Period of Service for the last Subscription or a Renewal Period for the last Subscription, at the end of the Minimum Period of Service for the last Subscription or Renewal Period for the last Subscription, the Microsoft Online Services will automatically extend for a Renewal Period and both of us will continue to perform each of our obligations in accordance with the Contract.

5.3 EULA

- 5.3.1 BT will only provide the Service if you have entered into an end user licence agreement with the Supplier in the form set out at:
- http://download.microsoft.com/download/2/C/8/2C8CAC17-FCE7-4F51-9556-4D77C7022DF5/MCA2017Agr_EMEA_EU-EFTA_ENG_Sep20172_CR.pdf,
- as may be amended or supplemented from time to time by the Supplier (“EULA”).
- 5.3.2 By accepting the terms of the EULA, you agree to observe and comply with it for any and all use of the Service.
- 5.3.3 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 Service upon reasonable Notice, and:
- (a) you will pay the Charges that are payable for the Service until the Service ends; and
 - (b) BT may charge a restarting Charge to start the Service again.
- 5.3.4 You are responsible in accordance with the terms of the EULA for the use of the Software.

- 5.3.5 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.
- 5.3.6 You will deal with the Supplier with respect to any loss or damage suffered by you or the Supplier under the EULA and any loss or damage will not be enforceable against BT.
- 5.4 Invoicing**
- 5.4.1 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, except Usage Charges, monthly or quarterly in arrears (depending on your billing frequency) and for any period where the Microsoft Online Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
 - (b) Usage Charges, monthly or quarterly in arrears (depending on your billing frequency), calculated at the then current rates;
 - (c) Professional Services Charges;
 - (d) any Termination Charges incurred in accordance with Paragraph 5.5 upon termination of the relevant Service.
- 5.4.2 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) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.
- 5.4.3 Where BT has agreed that the Service may be included within one of BT's standard pricing packages or schemes, during the period that the 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.
- 5.5 Termination Charges at the end of the Contract**
- 5.5.1 Termination Charges**
- If you terminate the Contract, the Service or any applicable Order for convenience in accordance with Clause 17 of the General Terms you will pay BT:
- (a) all outstanding Charges for service rendered;
 - (b) any additional amounts due under the Contract;
 - (c) any other Charges as set out in any applicable Order; and
 - (d) any charges reasonably incurred by BT from a supplier as a result of the early termination.
- 5.5.2 In addition to the Charges set out at Paragraph 5.5.1 above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT:
- (a) for any parts of the Service that were terminated after the first 12 months of the Minimum Period of Service or during a Renewal Period, Termination Charges, as compensation, equal to 100 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or the Renewal Period.
- 5.5.3 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.
- 5.6 Service Amendment**
- 5.6.1 You may add and remove Licences to a Subscription via the Marketplace. The additional Licences will be included in your existing Subscription and will be co-terminus with your existing Licences for that Subscription.
- 5.6.2 You may request, by giving BT Notice, a change to:
- (a) an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or
 - (b) the Service at any time after the Service Start Date.
- 5.6.3 If you request a change in accordance with Paragraph 5.6.1, except where a change results from BT's failure to comply with its obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate, including:
- (a) the likely time required to deliver the changed Service; and
 - (b) any changes to the Charges due to the changed Service.

- 5.6.4 BT has no obligation to proceed with any change that you request in accordance with Paragraph 5.6.1, unless and until the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change are agreed between both of us in writing.
- 5.6.5 If BT changes a Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, acting reasonably, apply additional Charges.

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 Microsoft Online Services, BT:

- 6.1.1 will provide you with contact details for the Service Desk;
- 6.1.2 will create a Marketplace account and single Administrator account for you;
- 6.1.3 will, if you do not have an Microsoft Online Services Tenant create a Microsoft Online Services Tenant for you and configure the default customersubdomain.onmicrosoft.com domain with the information provided by you with the Order;
 - (a) where the requested customer subdomain is not available, BT will contact you to supply alternative options;
 - (b) it is not possible to change the customersubdomain.onmicrosoft.com domain once configured;
- 6.1.4 will, if you have an existing Microsoft Online Services Tenant, send you a Microsoft Partner Relationship Invitation;
- 6.1.5 will assign the Subscription and Licences that are detailed on your Order to your Marketplace account; and
- 6.1.6 will provide you with a confirmation email with instructions on how to access the Marketplace account and Microsoft Online Services.

6.2 During Operation

On and from the Service Start Date, BT:

- 6.2.1 will work with the Customer Contact to respond and use reasonable endeavours to remedy an Incident without undue delay;
- 6.2.2 where you report an Incident, will work with the Supplier to restore Service as soon as practicable during Local Contracted Business Hours.

6.3 The End of the Service

On termination of the Microsoft Online Services by either of us, BT:

- 6.3.1 will provide configuration information relating to the Service in a format that BT reasonably specifies.

7 YOUR OBLIGATIONS

7.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Microsoft Online Services, 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;
- 7.1.3 complete any preparation activities that BT may request to enable you to receive the Service promptly and in accordance with any reasonable timescales;
- 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 Microsoft Online 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;
- 7.1.5 assign the required Subscription Licence to your Users;
- 7.1.6 create all individual users in the Microsoft Online Services Tenant that BT creates for you in accordance with Paragraph 6.1.3;
- 7.1.7 if you receive a Microsoft Partner Relationship Invitation in accordance with Paragraph 6.1.4:
 - (a) accept the Microsoft Partner Relationship Invitation;

- (b) accept BT as your Delegated Administrator in order to establish the Reseller Relationship.
- 7.2 BT will not be authorised as your Delegated Administrator if you do not accept BT as your Delegated Administrator and the Reseller Relationship will not be established.
- 7.3 If you accept BT as your Delegated Administrator as part of establishing the Reseller Relationship, you may de-authorise BT as your Delegated Administrator through your Microsoft Online Services Tenant at any time. BT will not be able to administer or support your Microsoft Online Services Tenant on your behalf if you de-authorise BT as your Delegated Administrator.
- 7.4 **During Operation**
 - On and from the Service Start Date, you will:
 - 7.4.1 provide support to Users on how to use the service and enable the service within your business;
 - 7.4.2 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
 - 7.4.3 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;
 - 7.4.4 monitor and maintain any Customer Equipment connected to the Microsoft Online Services;
 - 7.4.5 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Microsoft Online Services;
 - 7.4.6 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Microsoft Online Services 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 Microsoft Online Services;
 - (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 Microsoft Online Services if BT requests you to do so in order to ensure the security or integrity of the Microsoft Online Services;
 - 7.4.7 not allow any User specific Subscription Licences 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 Microsoft Online Services.

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 LEVELS

9.1 There are no Service Levels for Microsoft Online Services.

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.

“Access Line” means a Circuit connecting the Site(s) to the BT Network or POP.

“Administrator” means any individual authorised by you responsible for administering Users.

“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.

“Circuit” means any line, conductor, or other conduit between two terminals by which information is transmitted, and that is provided as part of the Service.

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

“Customer Committed Date” means the date provided by BT on which delivery of the Service (or each part of the Service, including to each Site) is due to start.

“Customer Contact” means any individuals authorised to act on your behalf for Service management matters.

“Customer Equipment” means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with a Microsoft Online Service.

“Delegated Administrator” means the global administrative access BT has to administer and provide support to your Microsoft Online Services Tenant. As a Delegated Administrator, BT may perform tasks including but not limited to adding Users, resetting passwords, troubleshooting and adding domains.

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

“EULA” has the meaning given in Paragraph 5.3.1.

“General Terms” means the general terms that this Schedule is attached to, or where not attached to this Schedule, can be found at www.bt.com/terms, and form part of the Contract.

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

“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.

“Licence” means a licence for each License-Based Subscription that enables the Users to have access to the Microsoft Online Services.

“Licence-Based Subscriptions” has the meaning given in Paragraph 2.1.1(a).

“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).

“Local Contracted Business Hours” means the times during which maintenance of any Access Line is provided, which are Business Hours unless set out otherwise in any applicable Order.

“Marketplace” means the BT Business Apps online portal which can be found at businessapps.bt.com. The terms for the Marketplace can be found at <http://www2.bt.com/static/i/btretail/panretail/terms/bt1165b.htm>.

“Cloud Solution Provider” means the Microsoft partner programme that enables BT to sell and support Subscriptions for Microsoft Online Services at a Monthly Recurring Charge.

“Microsoft” means Microsoft Corporation. Also referred to as the **“Supplier”**.

“Microsoft Online Services” mean a range of subscription-based plans for either standalone services or as a bundled suite of services.

“Microsoft Online Services Tenant” means your Microsoft Online Services account on the Microsoft Online Services platform.

“Microsoft Online Service Subscription” means either a Licence-Based Subscription or Usage-Based Subscription. Also referred to as **“Subscription”**.

“Microsoft Partner Relationship Invitation” means the invitation BT may send you to create the Reseller Relationship and allow BT to provide Subscriptions to your Microsoft Online Services Tenant.

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

“Monthly Recurring Charges” means the monthly Recurring Charges for the Service and the sum of the Usage Charges for the three full previous months divided by three.

“Professional Services” means those services provided by BT which are labour related services.

“Recurring Charges” means the Charges for the Microsoft Online Services Service or applicable part of the Microsoft Online Services 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 active Subscription, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

“Reseller Relationship” means the relationship established between you and BT when you accept the Microsoft Partner Relationship Invitation.

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

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

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

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

“Subscription” means either a Licence-Based Subscription or Usage-Based Subscription. Also referred to as **“Microsoft Online Service Subscription”**.

“Supplier” means Microsoft Corporation. Also referred to as **“Microsoft”**.

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

“Uniform Resource Locator” or **“URL”** means a character string that points to a resource on an intranet or the Internet.

“Usage-Based Subscriptions” has the meaning given in Paragraph 2.1.1(b).

“Usage Charges” means the Charges for the Service or applicable part of the Service that are calculated by multiplying the volume of units that you used or incurred in a period (e.g. number of agents using the Service, or the number of minutes the Service was used for) with the relevant fee as set out in any applicable Order.