

1 Definitions

The following definitions apply in addition to those in the General Terms and Conditions, the BT Cloud Compute terms and conditions and the BT Private Compute terms and conditions:

“Availability Zone” means the configuration of hardware and software to create a platform where the Virtual Machines are deployed.

“BT Cloud Compute” means the BT Cloud based service providing the Customer with a self-service capability to browse, select, provision, and deploy virtual infrastructure including Virtual Machines, network, Storage and security.

“BT Hardware” means the equipment used by BT to provide the BT Private Compute service, as described in the BT Private Compute Service Annex, and which is BT Equipment.

“BT Private Compute” means the BT service providing the Customer with an IT infrastructure of either dedicated or virtualised servers (on dedicated servers) with a standard operating system at a BT data centre on which it can run its applications.

“Catalogue” means the display of available Elements in the Portal.

“Cloud Management System (CMS)” means the portal and the automation / orchestration system that manages and drives the Service.

“Customer Availability Zone” means the configuration of Customer hardware and software to create a platform where the Virtual Machines are deployed created using the Customer Infrastructure and/or Product purchased under BT Private Compute on-premises, BT Hardware or any other Customer Equipment BT agrees may be used with the Service.

“Customer VPN” means a Virtual Private Network which may be required between BT and the Customer’s Infrastructure. This is not provided by BT as part of this Service.

“Dashboard” means an area of the CMS that the Customer can access to see the overall status of the Service.

“Elements” means the component parts of the Service that can be seen in the Catalogue and configured together to create an Order for the Service.

“Infrastructure” means the Customer VPN, Product purchased under BT Private Compute on-premises, and any other Customer Equipment that BT has agreed may be used with the Service excluding any BT Equipment.

“Order” means an Online Order or a Paper Order.

“Orchestration” means the automated processes used to coordinate and manage the creation of the Customer’s virtualised infrastructure within their Customer Availability Zone.

“Paper Order” means an order for the Service which by agreement with BT is not placed via the CMS.

“Product Manufacturer” means the manufacturer of the Product or Customer Equipment.

“Service” has the meaning given in clause 2.1.

“Virtual Machine “VM” means a self-contained operating system environment(s) that behaves as if it were a separate server.

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2 Service Summary

- 2.1 BT Private Compute orchestrate is a cloud based orchestration service providing the Customer with a self-service capability to browse, select, provision, and deploy virtual infrastructure including Virtual Machines, network, Storage and security within their existing Infrastructure (“Service”).
- 2.2 The Service is available with BT Cloud Compute and the different types of equipment set out in Clause 2.3.
- 2.3 The Service is available with:
- (a) BT Hardware made available to the Customer under BT Private Compute; or
 - (b) Customer Equipment including Product purchased under BT Cloud Compute on-premises.
- 2.4 The terms and conditions set out in this Schedule apply in addition to the terms and conditions set out below:
- (a) the terms and conditions applicable to BT Cloud Compute; and
 - (b) where BT Hardware is to be used with the Service, the terms and conditions applicable to BT Private Compute.

3 Service Components

- 3.1 The Service comprises access to the CMS (including the Catalogue to select the Elements of the virtualised infrastructure) and Availability Zones in which to deploy the Virtual Machines. Use of the CMS is subject to Terms of Use which the Customer must accept upon registration.
- 3.2 The Availability Zone and Customer Availability Zone is the platform where the Customer’s Order is deployed. Once the Customer selects the Elements they are automatically provisioned within the Customer’s chosen Availability Zone or Customer Availability Zone. BT will provide a number of BT Availability Zones around the world and connectivity to a Customer Availability Zone.
- 3.3 BT will not charge for Virtual Machines and Elements ordered for deployment within the Customer Availability Zone as part of this Service but the Customer may be charged under the Customer’s BT Cloud Compute service for Virtual Machines and Elements not deployed within a Customer Availability Zone.

4 Service Elements

4.1 My Templates

If the Customer wants to make a “My Template” available to all Users the Customer will contact the Service Desk to request this.

5 Commencement

- 5.1 The Agreement is effective once the Customer submits an Order.
- 5.2 The Service will commence on the Operational Service Date.

6 Technical Requirements

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6.1 The Customer is required to have Internet access, all computer hardware, software and telecommunications equipment and services necessary to access and use the Service.

6.2 The Customer will provide a suitable Infrastructure that it will build in accordance with the BT design parameters agreed with BT.

7 BT Service Management Boundary (SMB)

7.1 BT's responsibility for the Service is for the management of the Elements. The Operating System is outside the SMB unless specifically described within the Catalogue.

7.2 BT will have no responsibility under this Schedule for the Service (including any responsibility to meet any Service Levels) outside the Service Management Boundary or for the Infrastructure or for BT Hardware.

7.3 The Service does not include the delivery or installation of Customer Equipment (including Product obtained under BT Private Compute on-premises) or BT Equipment.

8 Ordering Process

8.1 The Customer will order the Service through an Order.

8.2 On receipt of an Order BT will configure the Service as defined by the Customer provided that the Customer's Infrastructure is available. Once the Order is configured the OSD occurs and the Customer can start using the Service.

9 In Life Management

9.1 The CMS operates a Dashboard that allows the Customer to see how many Virtual Machines are running, and Storage and networks provisioned across both the Availability Zones and Customer Availability Zone.

10. Incident Repair Service

10.1 The Incident Repair Service detailed in the BT Cloud Compute Service Schedule applies.

11 The Customer's Responsibilities

11.1 The Customer is responsible for:

- (a) providing the Infrastructure to provide connectivity between the Infrastructure and the CMS via the Customer VPN or an appropriate MPLS connection to support a Customer Availability Zone;
- (b) maintaining the Infrastructure in accordance with the Product Manufacturer instructions, Customer VPN supplier's instructions or any instructions issued by BT;
- (c) capacity planning, monitoring and management for which BT will have no responsibility;
- (d) obtaining access to BT Hardware under BT Private Compute where the Service is to be used with BT Hardware and complying with the terms and conditions applicable to BT Private Compute.

12 Charges

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- 12.1 Charges for the Service are set out in the CMS or the Paper Order.
- 12.2 BT will invoice Charges on or after the dates set out below:
- (a) one-off Charges on the OSD of the relevant Order;
 - (b) annual charge on the OSD of the relevant Order and thereafter on the anniversary of the OSD;
- 12.3 Usage or other recurring Charges based upon the number of CPUs that form the Infrastructure on the OSD and thereafter monthly in advance.

13 Termination of Service

- 13.1 Where the Customer terminates an Order between the placing of the Order and the OSD the Customer will pay BT by way of compensation a cancellation charge which may include BT's charges for order processing and management.
- 13.2 The Customer acknowledges and agrees that:
- (a) termination of the BT Cloud Compute Service for whatever reason will automatically terminate BT Private Compute orchestrate; and
 - (b) where the Customer is including BT Equipment within the Service the availability of which is subject to the Customer having in place the BT Private Compute service, the Service will no longer be available to the Customer.
- 13.3 Upon termination of the Service the Customer will pay BT any charges already incurred under the Agreement including any charges already billed.

14 Service Level and Service Credit Claims

- 14.1 Clauses 26.1 to 26.9 of the BT Cloud Compute Service Schedule apply to the Service. For the avoidance of doubt the Infrastructure supporting the Customer Availability Zone is not included within the availability target set out Clause 26 of the BT Cloud Compute Service.

14.2 Exclusions

- 14.2.1 In addition to the exclusions set out in the BT Cloud Compute Service Schedule, the availability Service level set out in the BT Cloud Compute Service Schedule does not apply to:
- (a) any incident caused by the Customer's failure to:
 - (i) maintain the Infrastructure in accordance with Clause 11.1 of this Schedule; or
 - (ii) capacity plan, monitor and manage;
 - (b) an incident associated with the BT Hardware in which case the Service Level set out in the BT Private Compute terms and conditions will apply.