

## **1 Definitions**

The following definitions apply, in addition to those in the General Terms and Conditions.

**“Application”** means a software program designed to carry out operations for specific tasks.

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

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

**“Checkword”** means a word or phrase chosen by the Customer during the online registration process for the Portal that can be used by the BT Service Desk to verify the authority of the caller to raise incidents on behalf of the Customer.

**“Cloud”** means the delivery of computing and storage capacity as a service to a heterogeneous community of end-recipients or Customers.

**“Customer Information”** means data, information, video, graphics, sound, music, photographs, software and any other materials published by or on behalf of the Customer.

**“Dashboard”** means an area of the Portal that the Customer may access to view 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 Online Order for the Service.

**“Failure of Service”** means the Customer experiences a continuous loss of Service that cannot be circumvented.

**“Firewall”** means a device or software service which is designed to block unauthorised access, whilst allowing authorised access, to the Service.

**“Hypervisor”** means the software that provides the capability to deliver Virtual Machines.

**“Incident”** means an incident which is not part of the standard operation of a Service and which causes, or may cause, an interruption to, or a reduction in the quality of that Service.

**“Incident Repair Service”** means the Service set out in Clause 12.2 of this Service Schedule.

**“IP”** means Internet protocol, a protocol designed to interconnect networks which is part of a suite of protocols known as TCP/IP, where “TCP” means transmission control protocol, a reliable connection-based protocol.

**“Month”** means a calendar month.

**“Online Order”** means a Customer request for the Service. ; The Online Order is only available online via the Portal, in accordance with the process outlined in Clause 3.2.

**“Operating System”** means a set of software that manages computer hardware resources and provides common services for computer programs.

**“Planned Maintenance”** means any work that is planned in advance to be carried out by BT or on its behalf that causes the Service to be suspended.

**“Portal”** means the online system that allows the Customer to place Online Orders, change Online Orders, see the status of the Service and access certain systems (depending on the Service option chosen by the Customer).

**“Service”** has the meaning given in clause 2.1.

**“Service Desk”** means the facility provided by BT to handle enquiries and administration for the Service.



# ***Apps from BT Service Schedule***

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**“Service Level”** means the level of Service which is applicable to the Service, as set out in Clause 22.

**“System Administrator”** means a person named by the Customer to be the Customer’s point of contact with BT for matters relating to the management of the Service.

**“Utility Rate Card”** means information available via the Portal that shows the Charges for the Service on an hourly basis.

**“User ID”** means the identification number provided to the Customer by BT for the purposes of security in the provision of the Service.

**“Third Party Information”** means data, information, video, photographs, software and any other materials (in whatever form) not owned or generated by or on behalf of the Customer, including information belonging to a User which is not Customer Information, published or otherwise made available by the Customer using the Service.

**“Virtual Machine (VM)”** means a self-contained operating system that functions as a separate server.

**“Workload”** means the amount of processing that the Virtual Machine has been given to do at a given time.

## **2 Service Summary**

- 2.1 Apps from BT is a Cloud based service providing the Customer with a self-service capability to browse, select, provision, and deploy Applications (“Service”).
- 2.2 The types of Applications that can be selected range from collaboration, web servers and developer platforms to big data tools.

## **3 Service Components**

- 3.1 The Service comprises access to a Portal (including a Catalogue to select Applications), an Availability Zone and provision of a Virtual Machine.
- 3.2 The Portal is the online system which allows Customers to place and amend Online Orders and view the status of existing Online Orders. The Portal enables the Customer to select Applications via a Catalogue. The Portal will show an up-to-date list of available Applications and the prevailing Charges for those Applications.
- 3.3 The Catalogue shows the Applications available to the Customer. As the Service evolves the number of Applications may increase and vary and may be updated by BT from time to time. The Customer may subsequently add to and/or remove any Applications it has ordered via the Portal using an Online Order.
- 3.4 BT will provide the Customer with a mechanism to view, select and deliver Applications, but will not be responsible for supporting the Applications themselves. BT will have no liability to the Customer relating to any aspect of the Applications. The Service will not include ownership of any intellectual property rights (including any licences) in the Applications and BT excludes all warranties relating to the Applications. . The Service Management option set out in Clause 12 and the Service Level option set out in Clause 22 will not apply to the Applications.
- 3.5 The Availability Zone is the platform where the Customer’s Online Order is deployed. Once the Customer selects an Application it will be automatically provisioned on a Virtual Machine within the Customer’s chosen Availability Zone.
- 3.6 A Virtual Machine is a self-contained Operating System that functions as a separate server.

## **4 Service Elements**

The following Elements are provided within an Availability Zone:

### **4.1 Firewall**

- 4.1.1 The Customer may:

- (a) add, delete and/or change access control lists; and or
- (b) add, delete and/or change port forwarding rules.

## **4.2 Network**

- 4.2.1 BT will deliver data to and from the Service via the Internet.

## **4.3 Internet**

- 4.3.1 Internet usage charges are set out in the Utility Rate Card shown on the Portal. Such Charges are based on data usage to and from the Service. Data transfer speeds may vary. The Internet connection is not part of the Service and is subject to separate conditions and Charges.

- 4.3.2 The Customer acknowledges that:

- (a) the Internet is independent of the Service and BT has no responsibility for provision of the Internet; and
- (b) use of the Internet is solely at the Customer's risk and subject to all applicable laws. BT has no responsibility for any information, software, services or other materials obtained, downloaded, shared and transmitted by the Customer using the Internet.

## **4.4 IP Addresses**

- 4.4.1 A single public IP address is deployed per Online Order. Following deployment the Customer may request additional IP Addresses which will be subject to a separate Order and additional Charges.

- 4.4.2 IP addresses allocated to the Customer are only for use in connection with the Service. All title and rights in those IP addresses, including the right to recover or change such IP addresses, belong to BT or its applicable suppliers and BT cannot transfer any title or rights in any IP address to the Customer. The Customer cannot sell or agree to transfer them to anyone else. On termination of the Agreement or the Service, for any reason, the Customer must immediately cease using the IP addresses.

## **4.5 Server provisioning (Virtual Machine)**

- 4.5.1 The Service will automatically provision the Virtual Machine required to support the Application selected by the Customer. Each Application has a predefined Virtual Machine template, which is used to provision the Virtual Machine.

- 4.5.2 A Virtual Machine comprises all of the following:  
Operating System in conjunction with the Hypervisor, CPU, RAM, C drive/root storage.

## **4.6 Hypervisor**

- 4.6.1 BT may support the Service on a number of different Hypervisors. The Hypervisor which is used will depend on the Availability Zone selected by the Customer.

## **4.7 Operating System**

- 4.7.1 BT may deliver the Service on a number of different Operating Systems. The Operating system which is used will depend on the Application selected by the Customer.

## **4.8 Storage (C: / root)**

- 4.8.1 The Virtual Machine will include storage allocation, in the form of a C:/ root drive where both the Operating System and Application will reside.

## **5 Commencement**

- 5.1 The Agreement is effective once the Customer submits an Online Order on the Portal.

- 5.2 The Service will commence on the Operational Service Date (OSD).

## **6 Technical Requirements**

- 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.

## **7 BT Service Management Boundary (SMB)**

- 7.1 BT's responsibility for the Service ends at the Internet connection located at the BT Data Centre. BT is not responsible for the configuration of the Firewall, Application or Operating System. BT will have no responsibility for the Service (including any responsibility to meet any Service Levels) outside the Service Management Boundary.

## **8 Ordering Process**

- 8.1 The Customer is responsible for opening an account with BT to gain access to the Portal to enable online ordering.
- 8.2 On receipt of an Online Order from the Customer BT will configure the Service as set out in the Online Order. Once the Online Order is configured the OSD occurs and the Customer can start using the Application.

## **9 In Life Management**

- 9.1 The Portal operates a Dashboard that allows the Customer to see how many Workloads, Servers (Virtual Machines) and Applications are running.

## **10 Firewall Management**

- 10.1 In order for the delivered Application to be accessible by the Customer over the Internet, the Customer is responsible for ensuring they set up Firewall access lists and port forwarding rules.

## **11 Reporting**

- 11.1 Virtual Machine utilisation reports are provided within the Portal showing the CPU and RAM utilisation of each Virtual Machine.

## **12 Service Management**

### **12.1 Service Desk Support**

- 12.1.1 BT will provide a Service Desk operating twenty four (24) hours per day, seven (7) days per week, including national, public or bank holidays, which will receive and record Service incident reports from the Customer.

### **12.2 Incident Repair Service**

- 12.2.1 If BT detects, or if the Customer reports an Incident BT will respond to the Incident without undue delay. BT will perform tests to determine the cause of the Incident, and will notify the System Administrator by telephone or e-mail.
- 12.2.2 The Service Desk will keep the Customer updated at regular intervals until the Incident is resolved.
- 12.2.3 BT will raise additional Charges for work performed and money spent to address incidents resulting from Service failures caused by the Customer on a time and material basis at the prevailing Charges.
- 12.2.4 If the Customer asks BT to perform any additional work this will be subject to prior written agreement between the Parties and additional Charges will apply.

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## **13 Planned Maintenance**

- 13.1 The Customer acknowledges and accepts that occasionally BT may have to carry out routine or emergency maintenance, updates and other procedures for reasons of health, safety, security or otherwise to protect the Service, and which may cause a disruption to the Service, ("Planned Maintenance"). BT will provide the Customer with as much prior notice as practicable with respect to Planned Maintenance.

## **14 Service Updates**

- 14.1 BT may make updates to the Service from time to time provided that such updates do not materially decrease or impair performance of the Service,

## **15 Security**

- 15.1 The Customer is responsible for the security and proper use of all User IDs, Checkwords and passwords and for taking all reasonable steps to prevent unauthorised access to the Service. The Customer must satisfy BT security checks if a password is lost or forgotten.
- 15.2 BT reserves the right to suspend access to the Service at any time if BT has reason to believe that there is, or is likely to be, a breach of security or misuse of the Service. BT will notify the Customer as soon as possible after it has done so.
- 15.3 The Customer must immediately inform BT if there is any reason to believe that a User ID, password, or Checkword allocated by BT has, or is likely to, become known to someone not authorised to use it or is being, or is likely to be, used in an unauthorised way.
- 15.4 BT reserves the right to require the Customer to change any or all of the Checkwords or passwords associated with the Service and used by the Customer in connection with the Service.
- 15.5 The Service is delivered within a secure BT data centre with a security policy for the protection of Site, infrastructure and network. Although BT will use reasonable care and skill in carrying out its obligations under this Agreement in accordance with BT's security policy, it is not possible to guarantee that all instances of fraud, misuse, unwanted or unauthorised activity or access to the Customer's Information will be prevented or detected. Whenever BT becomes aware that security has been compromised, BT will take actions in order to limit any further occurrences of fraud, misuse, unwanted or unauthorised activity or access to the Customer's Information. Nevertheless, BT accepts no liability for any such incidents, or for any loss or damage suffered by the Customer. The Customer shall therefore take responsibility for the security of the Customer Information, Content and application of security policies designed to prevent unwanted or unauthorised activity or access to the Customer's Information.

## **16 BT's use of Customer Information and Personal Data**

- 16.1 In order for BT to provide and support the Service, BT may use personal data, (typically name, email address, telephone number and business and/or Site(s) address), of Users within the Customer's organisation or control in order to:
- (a) process, track and fulfil Online Orders for the Service;
  - (b) deliver and commission the Service;
  - (c) process, track and resolve Incidents with the Service;
  - (d) administer access to the online portals relating to the Service;
  - (e) compile, dispatch and manage the payment of invoices relating to the Service;
  - (f) manage the Agreement and resolve any disputes relating to it;
  - (g) respond to general queries relating to the Service;
  - (h) provide security and technical support.
- 16.2 BT may also send the Customer additional information concerning the Service, or related services. This information will typically be sent to the Customer Contact, involved in the procurement or management of the Service.
- 16.3 Any personal data that may be collected and processed by BT (including payment data) is subject to, and will be handled in accordance with, applicable data protection laws.

- 16.4 BT will have no access to the Customer Information stored by the Customer.
- 16.5 The location and access points of the Customer Information are defined by the Customer and as such the Customer needs to ensure compliance with relevant laws and regulations.
- 16.6 BT will not change the country where the Customer Information resides without providing notice to the Customer, unless required to do so in order to comply with applicable laws and regulations.

## **17 The Customer's Responsibilities**

- 17.1 The Customer is responsible for ensuring appropriate back up software is in place to suit their back up requirements. The Service does not include any backup other than that which is provided within the Operating System.
- 17.2 The Service is provided solely for the Customer's own use including use by Users and the Customer will not assign, resell, reproduce, copy, duplicate, transfer, lease, distribute, display, disclose, trade or otherwise commercially exploit the Service (or any part thereof) for any purpose, or otherwise make the Service available to any third party except Users.
- 17.3 The Customer is solely responsible for any obligation or liability arising out of transactions of any kind entered into between the Customer and any third party accessing or relying on the Service, Customer Information, or Third Party Information. BT will not be a party to, or in any way responsible for, any transaction between the Customer and any third party.
- 17.4 The Customer is responsible for the creation, design and maintenance of all Customer Information.
- 17.5 The Customer will ensure that the Customer Information and any Third Party Information does not include any information or material, which could be illegal or could lead to a legal dispute.
- 17.6 The Customer will comply with all relevant legislation, instructions, licences, guidelines issued by regulatory authorities, and any codes of practice which apply to the Customer, including those which relate to the Customer Information or Third Party Information.
- 17.7 The Customer irrevocably and unconditionally agrees to indemnify and keep indemnified and to hold BT, BT Group Companies and their officers, directors and employees harmless against claims, losses, damages, costs, expenses and liability arising from or in connection with:
- (a) any Customer Information, Third Party Information or other content or communication sent, provided or stored in connection with the Service;
  - (b) the installation, maintenance or use of any software or other material installed by or on behalf of the Customer;
  - (c) any injury to persons, or damage to the Site or the BT Equipment used for the provision of this Service or other equipment belonging to BT or a third party which is located on the Site, as a result of action taken on behalf of the Customer;
  - (d) any actions taken by or on behalf of the Customer with respect to the Firewall; or
  - (e) any breach of confidence or infringement of intellectual property rights.
- 17.8 The Customer is solely responsible for all aspects of Customer Information which are not specifically set out in this Service Schedule as being BT's responsibility.
- 17.9 The Customer is responsible for ensuring that the System Administrator will report all service repair incidents using the reporting procedures notified to the Customer by BT, and will be available for all subsequent Incident management communications.
- 17.10 The Customer will comply with the provisions of any Software licences provided with or as part of the Service.
- 17.11 The Customer is responsible for ensuring they set up firewall access list and port forwarding rules.

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- 17.12 The Customer is responsible for ensuring that the System Administrator will report all service repair incidents using the reporting procedures notified to the Customer by BT, and will be available for all subsequent Incident management communications.
- 18 BT's Acceptable Use Policy**
- 18.1 The Customer is solely responsible for all aspects of Customer Information which are not specifically set out in this Service Schedule as being BT's responsibility. The Customer acknowledges that it has read and agrees to be bound by and to ensure that any Users will comply with this BT Acceptable Use Policy ("AUP") and generally accepted Internet standards.
- 18.2 The Service must not be used:
- (a) fraudulently or in connection with a criminal offence under the laws of any country where the Service is provided;
  - (b) to send, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights;
  - (c) in contravention of any instructions that BT has given under the Agreement;
  - (d) to cause annoyance, inconvenience or needless anxiety;
  - (e) to send or provide or receive unsolicited advertising or promotional material;
- 18.3 The Customer must not use a Domain Name which infringes the rights of any person in a corresponding trade mark or name.
- 18.4 If the Customer or anyone else, (with or without the Customer's knowledge or approval) uses the Service in contravention of the AUP; or uses the Service in any way which, is, or is likely to be, detrimental to the provision of the Service to the Customer or any other customer and fails to take corrective action within a reasonable period of receiving notice from BT, then BT can treat the contravention as a material breach and as such BT may either suspend the Service or terminate the Service pursuant to the General Terms and Conditions. If Service is suspended it will not be restored until the Customer provides an acceptable assurance that there will be no further contravention.
- 19 Charges and Invoicing**
- 19.1 Charges for the Service are set out in the Portal.
- 19.2 BT will invoice Charges on or after the dates set out below:
- 19.3 Virtual Machine Charges or other one-off Charges on the OSD of the relevant Online Order;
- 19.4 Usage or other recurring Charges on the OSD and thereafter monthly in arrears.
- 19.5 Charges for the Virtual Machine will be calculated on an hourly basis against the prevailing Utility Rate Card on the Portal. Usage Charges will apply as shown on the Utility Rate Card on the Portal.
- 19.6 BT may invoice the Customer for Charges for investigating Customer reported Incidents where BT finds no Incident or that the Incident is outside the Service Management Boundary.
- 19.7 BT may at any time review the Charges for the Service and will provide the Customer with 30 days' prior written notice of any such change in Charges. If the Customer objects to the change in Charges it may exercise its termination rights under Clause 19 of this Service Schedule.
- 19.8 Notwithstanding any other provision in the Agreement, BT may delay or bring forward the sending of invoices to coincide with billing cycles from time to time. The Customer acknowledges that the first and last invoice in relation to a particular Service may include Charges due for more or less than one complete billing cycle according to when such Service is connected and/or terminated.



## 20 Termination of Service

The following Clause will replace and supersede Clause 12.1 of the General Terms and Conditions.

20.1 The Customer may terminate Elements from the Service or the entire Service via the Portal at any time, provided that the Customer agrees:

- (a) to pay any outstanding Charges or interest properly due and payable for each Element up to the date of termination; and
- (b) that there will be no refund of Charges which have been paid in advance.

20.2 BT may terminate this Agreement or the Service at any time by giving at least 90 days' notice to the Customer.

## 21 Suspension of Service

21.1 BT may suspend Service(s) or terminate this Agreement immediately on notice to the Customer where the Customer is in material breach of this Agreement and if the breach is capable of remedy, fails to remedy the breach within a reasonable time of being requested by BT to do so.

21.2 Where a Service is suspended because the Customer is in material breach of this Agreement, the Customer must pay the Charges for that Service until this Agreement is terminated.

## 22 Service Levels

22.1 BT aims to provide the Service within an availability target of 99.95%. The availability target relates to the availability of the Virtual Machine supporting the Application and any storage associated with it.

22.2 The Service level is measured as the availability of the Virtual Machine (supporting the Application) to the Internet interface.

22.3 If BT fails to meet the availability target of 99.95% then the Charges for the affected Service will be credited as follows:

Availability Target	Credit
For every reported instance Incident that BT is below target	1 days recurring Charge

22.4 The credit will be applied to the monthly Charge for the Service. The credit per reported instance that BT is below target will be capped at a maximum of one calendar Month's Charges.

22.5 Service Credits are the Customer's sole right and remedy if BT does not meet the Service Level. Any failure by BT to meet the Service Level specified in this Clause 22 shall not be considered a material breach of the Agreement.

22.6 The Parties acknowledge that each Service Credit is a genuine pre-estimate of the loss according to section 1382 of the Italian Civil Code.

22.7 The Service Level is measured as the combined availability of all the Elements provided to deliver Service to the network (Internet or WAN) interface connected to the Service in the BT data centre. Individual or combined Element failures will not constitute an Incident for Service Level calculations unless the Element(s) failure causes a total loss of Service.

22.8 Availability of the Service will be measured as a proportion of time in a Month starting from the first day of the relevant Month. Where a failure occurs at the end of a Month then it will be carried forward to the next Month.

22.9 The Customer will report any Incident to BT. The measurement of Service unavailability starts when BT acknowledges the Customer's Incident report. On confirmation of an Incident BT will start the Incident Repair Service. The period of unavailability will end when BT informs the



Customer that the Service is available, unless the Customer advises BT that the Service remains unavailable.

## **22.10 Claims**

- 22.10.1 The Customer must make claims via their Service Desk before the end of the next calendar Month after the incident occurred.
- 22.10.2 BT will acknowledge the claim and send a response letter to the Customer. The Customer must notify BT in writing within one month from the date of BT's response if there is a dispute or query relating to the claim.
- 22.10.3 BT will calculate a credit payment in accordance with the provisions of this Clause 22 which will be paid on the Customers next applicable invoice. Such credit will be in full and final settlement of BT's liability for failure to meet the availability target.

## **22.11 Exclusions**

- 22.11.1 The availability Service level shown in this Clause 22 will not apply in respect of all the following:

- (a) Any Failure of Service due to matters beyond BT's reasonable control, or breach of contract in accordance with the General Terms and Conditions;
- (b) Any Failure of Service directly or indirectly as a result of BT's suspension of Service under any provision of this Agreement;
- (c) any scheduled downtime for Planned Maintenance (including emergency maintenance) or any other purpose agreed between BT and the Customer;
- (d) Any delay relating to problems with or failure of the Internet;
- (e) Any delay directly or indirectly caused by the Customer;
- (f) An Incident caused by the Customers failure to comply with any reasonable instruction from BT;
- (g) Any fault caused by the Customers failure to observe any of its obligations under this Agreement, in particular the Customer Responsibilities described in Clause 17 of this Service Schedule;
- (h) Interference caused by a Third Party;
- (i) An Incident that is due to incorrect configuration of the Service by the Customer or any unauthorised activity or access taken by the Customer;
- (j) An Incident that has not been confirmed by a BT fault reference number;
- (k) Any Outage time as a result of service being suspended in accordance with the General Terms and Conditions and Clause 15 of this Service Schedule;
- (l) A fault that is found to have the same root cause as a previous fault shall be classed as the same fault;
- (m) Any Incident that is due to incorrect information provided by, or on behalf of, the Customer;
- (n) Any Incident that is due to applications or data provided by, or on behalf of, the Customer;
- (o) Any Incident that is due to management of the Service by, or on behalf of, the Customer;
- (p) Any reported Incident where BT can find no fault.

According to sections 1341 and 1342 of the Italian Civil Code, the Customer declares to have read and understood and to approve specifically the following clauses:

3.4 (Service Components); 4.3.2 (Internet); 7 (Service Management Boundary); 13.1 (Planned Maintenance); 21 (Suspension of the Service) 22.5 (Service Credits); 22.10.1 (Service Credit Claims); 22.11 (Exclusions);