



1 Definitions and Abbreviations

The following definitions and abbreviations apply, in addition to those in the General Terms and Conditions. In the case of conflict between these defined terms and the defined terms in the General Terms and Conditions, these defined terms will take precedence for the purposes of this Schedule.

"Acceptance Test Period" has the meaning given in this Schedule.

"Acceptance Tests" means those objective tests conducted by the Customer that when passed confirm that the Customer accepts the Compute Managed Service and that the Compute Managed Service is ready for use save for any minor non-conformities that will be resolved as an Incident.

"Business Hours" means between the hours of 0800 and 1700 in a Business Day.

"Cloud Services" means the cloud based computing infrastructure platforms known as BT Private Cloud Dedicated, Amazon Web Services, Microsoft Azure provided by Amazon Inc. or Microsoft Inc. respectively or any other cloud based computing infrastructure platform that BT confirms is compatible with the Compute Managed Service.

"Compute Managed Service" has the meaning given in Paragraph 0 of this Schedule.

"CPU" means central processing unit and is the physical part of a server in which operations are controlled and executed.

"Customer Contact" means the name(s) and contact details of the individual(s) who are authorised to act on behalf of the Customer for delivery and service management matters. The Customer Contact will i) be available at all times to provide assistance and information to BT ii) take Incident reports from Users, iii) report Incidents to the Service Desk, iv) be available for all subsequent incident management communications; and v) inform BT of changes to the information supplied when ordering the Service including any changes to the Customer Contact details.

"Customer Equipment" means any equipment including any equipment and any software, other than BT Equipment, used by the Customer in connection with a Compute Managed Service.

"Customer Infrastructure" means the virtual machines, assets, networks, systems or other virtual infrastructure that the Customer uses in connection with its Cloud Services and which BT has agreed to support through the Compute Managed Service, as set out in any applicable Order.

"De-installation Charges" means the charges payable by the Customer on de-installation of the Compute Managed Service that are equal to the then current rates for Installation Charges on the date of de-installation.

"Enabling Service" has the meaning given in Paragraph 3.5 of this Schedule.

"Essential Service" has the meaning given in given in Paragraph 3.2 of this Schedule.

"Exclusive Management Access" means the exclusive right to manage the Cloud Services to the exclusion of all others, including the other party to this Agreement.

"Hybrid Cloud Data Services" has the meaning given in Paragraph 3.4.13.4.1.

"Incident" means an unplanned interruption to, or a reduction in the quality of, the Compute Managed Service or particular element of the Compute Managed Service.

"Installation Charges" means those Charges set out in any applicable Order in relation to installation of the Compute Managed Service.

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

"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.

"Minimum Period of Service" means a period of twelve consecutive months beginning on the Operational Service Date, unless set out otherwise in any applicable Order.

"Minimum Revenue Commitment" means the minimum amount the Customer is required to pay BT, as set out in any applicable Order.

"Online Order" means a Customer request for the Service. The Online Order is only available online via the Portal.

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

"PCI DSS" means the payment card industry data security standards, a set of policies and procedures, issued by the PCI Security Standards Council LLC (as may be adopted by local regulators) and intended to optimise the security of credit and debit card transactions and protect cardholders against misuse of their personal information.

"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 BT compute management system and the graphical user interfaces of the individual services made available via the BT compute management system.

"Premium Service" has the meaning given in Paragraph 3.3 of this Schedule.

"Qualifying Incident" means an Incident, except where any of the following events have occurred:



- i. the Compute Managed Service has been modified or altered in any way by the Customer, or by BT in accordance with the Customer's instructions;
- ii. during the period Exclusive Management Access was granted to the Customer;
- iii. Planned Maintenance;
- iv. the Customer or its agent has performed any configurations that BT did not approve;
- v. an Incident has been reported and BT cannot confirm that an Incident exists after performing tests; or
- vi. the Customer requested BT to test the Compute Managed Service at a time when no Incident has been detected or reported.

"Recurring Charges" means the Charges for the Compute Managed Service or applicable part of the Compute Managed Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.

"Service Desk" means the English speaking helpdesk that the Customer is able to contact to submit Service Requests, report Incidents and ask questions about the Compute Managed Service.

"Service Level" means the Incident Resolution Service Level as set out in this Schedule.

"Service Management Boundary" has the meaning given in this Schedule.

"Service Options" has the meaning given in given in Paragraph 3.4 of this Schedule.

"Service Requests" means pre-approved requests to deliver a service on the Cloud Services as agreed between BT and the Customer and as set out in any applicable Order.

"Severity Level 1" means a Qualifying Incident that cannot be circumvented and that constitutes a complete loss of the Compute Managed Service.

"Severity Level 2" means a Qualifying Incident that has a large impact on the Compute Managed Service and, for example, results in part of the Compute Managed Service not functioning properly.

"Severity Level 3" means a Qualifying Incident that has a minor impact on the Compute Managed Service such as a component of the Compute Managed Service not functioning correctly that causes a minor degradation to the performance or functionality of the Compute Managed Service.

"Severity Level 4" means a Qualifying Incident that has no observable impact on the Compute Managed Service.

"Standard Service Components" has the meaning given in Paragraph 0.

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

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

2 Service Summary

BT will provide the Customer with a range of management services to its Cloud Services comprising of the Essential Service or the Premium Service as set out in any applicable Order and up to the point of the Service Management Boundary.

3 Service Components

3.1 The Compute Managed Service comprises access to a Portal where the Customer may choose a combination of the following management service packages in order for BT to manage the Customer Infrastructure and throughout the duration of the Agreement the Customer will ensure that at least 25 per cent of the Customer Infrastructure is managed through the Premium Service, in accordance with the details as set out in any applicable Order.

3.2 Essential Service

BT will provide the Customer with 24hours a day x7days per week x365days per year access to a Service Desk that will offer the Customer support in relation to Customer Infrastructure, as set out in any applicable Order.

3.3 Premium Service

On top of the Essential Service, BT will provide the Customer with the following components:

3.3.1 Configuration Management

Reactive and proactive configuration and technical support of the Customer Infrastructure to ensure that the Customer Infrastructure works efficiently with the Cloud Services.

3.3.2 Monitoring and Reporting

Proactive monitoring and reporting of the Customer Infrastructure such as CPU memory, storage and network optimisation.

3.3.3 **Virtual Machine and Storage Administration**

Management, including fine-tuning, updating and maintaining of the Customer Infrastructure as well as allocation and pro-active monitoring of storage options the Customer has purchased through the Cloud Services.

3.3.4 **User Management**

Management of User accounts to the Cloud Services.

3.3.5 **Efficiency Optimisation**

Monitoring of the Customer's use of the Cloud Services to identify efficiencies that could be made to the use of the Cloud Services.

3.3.6 **Backup**

Back-up of any data the Customer has stored on the Cloud Services to the same availability zone or region the Customer has chosen to store any data within the Cloud Services.

3.3.7 **Security Services**

Pro-active monitoring of the security of the Cloud Services and installation of anti-virus and anti-malware as appropriate.

3.4 **Service Options**

3.4.1 **Hybrid Cloud Data Services.** This Service Option is available with Premium Service and provides the Customer with additional backup configurations, including:

- (a) data compliance and security;
- (b) backup, snapshots;
- (c) data replication, deduplication and cloning;
- (d) continuous data cost optimization;
- (e) data migration; and
- (f) disaster recovery.

3.5 **Enabling Services**

The Customer will have the following associated services in place that will connect to the Compute Managed Service and are necessary for the Compute Managed Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:

- 3.5.1 computer hardware, software and telecommunications equipment and services necessary to access and use the Compute Managed Service;
- 3.5.2 an Internet connection either purchased from BT or from a third party internet provider;
- 3.5.3 Cloud Services, either purchased from BT or through the Cloud Services providers directly;
- 3.5.4 the corresponding applications on the Cloud Services to enable BT to provide the Compute Managed Service, for example, for BT to provide the back-up functionality, as described in Paragraph 3.3.6, the Customer must have in place the corresponding back-up application on the Cloud Services,
If BT provides the Customer with any services other than the Compute Managed Service (including any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.

3.6 **Exclusive Access to the Cloud Services**

- 3.6.1 If the Customer has ordered the Premium Service, the Customer will grant BT Exclusive Management Access to the Cloud Services in order that BT can provide the Customer with the Compute Managed Service.
- 3.6.2 If the Customer requires BT to grant the Customer Exclusive Management Access to the Cloud Services, the Customer will notify BT in writing in advance of the time period the Customer requires Exclusive Management Access.
- 3.6.3 BT will then confirm to the Customer in writing the time period that BT is able to grant the Customer Exclusive Management Access and throughout any such period the Service Levels will not apply.
- 3.6.4 When the Customer has Exclusive Management Access the Customer will not do anything on the Cloud Services that, when BT retakes Exclusive Management Access, will result in BT having to remedy any actions the Customer have taken on the Cloud Services in order for BT to provide the Compute Managed Service.
- 3.6.5 During any time period that BT does need to remedy any issues with the Cloud Services in accordance with Paragraph 3.6.4, the Service Levels will continue to not apply.



- 3.6.6 The Customer will indemnify BT against any claims brought by any third party cloud services provider during the time period the Customer has Exclusive Management Access.
- 3.6.7 At the end of the agreed time period in which BT has granted the Customer Exclusive Management Access, BT will retake Exclusive Management Access and BT will confirm to the Customer in writing when the Service Levels will apply again.

4 Ordering

- 4.1 The Customer may either submit Orders:
 - 4.1.1 Via the Portal as Online Order; or
 - 4.1.2 In written form on a BT order form.
- 4.2 In the event the Customer opts for Online Orders,
 - 4.2.1 the Customer is responsible for opening an account with BT to gain access to the Portal to enable online ordering;
 - 4.2.2 the Agreement is effective once the Customer submits an Online Order on the Portal; and
 - 4.2.3 the Online Order should have all mandatory fields to be completed.
- 4.3 In the event the Customer opts for the written form on a BT order form,
 - 4.3.1 the Agreement is effective once the BT confirms the acceptance of such Order; and
 - 4.3.2 BT will upload the Order and any relevant information of such Order to the Portal;
- 4.4 On receipt of an Order BT will configure the Compute Managed Service as set out in Paragraph 6.

5 BT Service Management Boundary (SMB)

- 5.1 BT will provide and manage the Compute Managed Service in accordance with this Schedule and as set out in any applicable Order.
- 5.2 BT is responsible for the Services described in this Schedule up to the point where they are delivered on the Cloud Services and BT is not responsible for the Compute Managed Service outside the Service Management Boundary; including the availability, applications or any other element or functionality of the Cloud Services.
- 5.3 The Customer is solely responsible for obtaining and maintaining all necessary software licences or other authorisations and consents required for the Cloud Services.
- 5.4 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 responsibility for any such incidents, or liability 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.
- 5.5 BT does not make any representations, whether express or implied, about whether the Compute Managed Service will operate in combination with any Customer Equipment or other equipment and software.
- 5.6 The Compute Managed Service is not compliant with PCI DSS nor is it designed or intended to be and the Customer will not use the Compute Managed Service for the processing, storage or transmission of any cardholder data or any data that is subject to PCI DSS.

6 Delivery

- 6.1 Service Desk. Before the Operational Service Date and, where applicable, throughout the provision of the Compute Managed Service, BT will provide the Customer with contact details for the Service Desk.
- 6.2 BT Delivery obligations. On receipt of an Online Order BT will:
 - 6.2.1 configure the Compute Managed Service as defined on the Online Order;
 - 6.2.2 conduct a series of standard tests on the Compute Managed Service to ensure that it is configured correctly;
 - 6.2.3 connect the Compute Managed Service to each Enabling Service; and
 - 6.2.4 on the date that BT has completed the activities in this Paragraph, confirm to the Customer that the Compute Managed Service is available for performance of any Acceptance Tests.



- 6.3 Customer Delivery obligations. Before the Operational Start Date and, where applicable, throughout the provision of the Compute Managed Service, the Customer will:
- 6.3.1 provide reasonable technical support to BT;
 - 6.3.2 ensure that the Customer have all necessary authorisations, licences and consents to allow BT to provide the Customer with the Compute Managed Service;
 - 6.3.3 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:
 - (a) inform the Users that as part of the Compute Managed Service being delivered by BT, BT may monitor and report to the Customer the use of any targeted applications by them; and
 - (b) ensure that Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required).
- BT will not be liable for any failure by the Customer to comply with these obligations and hence the Customer will be liable to BT for any claims, losses, costs or liabilities incurred or suffered by BT due to Customer's failure to comply with this Paragraph.
- 6.3.4 allow BT to install all necessary software on the Customer servers or other systems in order for BT to provide the Compute Managed Service.
- 6.4 **Acceptance Tests**
- 6.4.1 The Customer will carry out the Acceptance Tests for the Compute Managed Service within five Business Days after receiving notice from BT in accordance with Paragraph 6.3.4 ("**Acceptance Test Period**").
 - 6.4.2 The Compute Managed Service is accepted by the Customer if the Customer confirms acceptance in writing during the Acceptance Test Period or is deemed as being accepted by the Customer if the Customer does not provide BT with notice to the contrary by the end of the Acceptance Test Period.
- 6.5 **Operational Service Date.**
- 6.5.1 Subject to Paragraph 6.4 above, the Operational Service Date will be the earlier of the following:
 - (a) the date that the Customer confirms or BT deems acceptance of the Compute Managed Service in writing in accordance with Paragraph 6.4.2; or
 - (b) the date of the first day following the Acceptance Test Period.
 - 6.5.2 If, during the Acceptance Test Period, the Customer provides BT notice that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and provide the Customer notice that BT has remedied the non-conformance and inform the Customer of the Operational Service Date.
- 6.6 Changes before delivery. If the Customer requests a change to the Compute Managed Service before the planned delivery date, then BT may revise the expected delivery date to accommodate that change.
- 6.7 **Service Transition.**
- 6.7.1 If the Customer is transitioning its existing services to BT, the Customer will provide any information or access BT reasonably requests within a reasonable period of time before the Operational Service date, including:
 - (a) an inventory list with information relating to the Customer Infrastructure to be transitioned with relevant specifications, including:
 - (i) software licence information;
 - (ii) network diagrams;
 - (iii) Device name and IP addressing; and
 - (iv) details of any third party contracts, service level agreements and equipment;
 - (b) access to the Customer Infrastructure prior to the Operational Service Date;
 - 6.7.2 Any changes to the inventory will be made in writing and:
 - (a) may cause delay to the transition of the Computed Managed Service or the Operational Service Date; and
 - (b) may result in a change to the Charges to reflect the revised scope of the Compute Managed Service. Any such changes shall be agreed by submission of a new Online Order.

7 In Life Management during operation

7.1 BT obligations.

- 7.1.1 On and from the Operational Service Date, BT:
 - (a) will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Levels as set out in Paragraph 8;

- (b) will fulfil Service Requests;
- (c) may carry out maintenance from time to time and will use reasonable endeavours to inform the Customer at least five Business Days before any Planned Maintenance on the Compute Managed Service. However, BT may inform the Customer with less notice than normal where maintenance is required in an emergency; and
- (d) may, in the event of a security breach affecting the Compute Managed Service, require the Customer to change any or all of its passwords.

7.2 Customer obligations.

7.2.1 On and from the Operational Service Date, the Customer will:

- (a) ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- (b) ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk in accordance with Paragraph 8 using the agreed reporting procedures, and is available for all subsequent Incident management communications;
- (c) monitor and maintain any Customer Equipment connected to the Compute Managed Service or used in connection with a Compute Managed Service;
- (d) ensure that any Customer Equipment that is connected to the Compute Managed Service or that the Customer uses, directly or indirectly, in relation to the Compute Managed Service is:
 - (i) connected using the applicable BT Network termination point, unless the Customer has BT's permission to connect by another means;
 - (ii) adequately protected against viruses and other breaches of security;
 - (iii) technically compatible with the Compute Managed Service and will not harm or damage BT Equipment, the BT network, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (iv) 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;
- (e) immediately disconnect any Customer Equipment, or advise BT to do so at the Customer's expense, where Customer Equipment:
 - (i) does not meet any relevant instructions, standards or applicable law; or
 - (ii) contains or creates material that is in breach of the Acceptable Use Policy and the Customer are contacted by BT about such material,
 and redress the issues with the Customer Equipment prior to reconnection to the Compute Managed Service;
- (f) distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Compute Managed Service;
- (g) maintain a written list of current Users and provide a copy of such list to BT within five Business Days following BT's written request at any time;
- (h) ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Compute Managed Service and:
 - (i) immediately terminate access for any person who is no longer a User;
 - (ii) 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;
 - (iii) take all reasonable steps to prevent unauthorised access to the Compute Managed Service;
 - (iv) satisfy BT's security checks if a password is lost or forgotten; and
 - (v) change any or all passwords or other systems administration information used in connection with the Compute Managed Service if BT requests to do so in order to ensure the security or integrity of the Compute Managed Service; and
- (i) 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 the Customer will ensure the prior User will no longer have any right to access or use the Compute Managed Service.

8 Incidents and Service Levels

- 8.1 Where the Customer becomes aware of an Incident; the Customer Contact will report any Severity Level 1 Incidents and Severity Level 2 Incidents via telephone to the Service Desk, otherwise if the Severity Level 1 Incidents or Severity Level 2 Incident is not reported via telephone it will be deemed a Severity Level 3 Incident.
- 8.2 If BT detects or if the Customer report an Incident.
 - 8.2.1 BT will give the Customer a Ticket;



- 8.2.2 BT will inform the Customer when it believes the Incident is cleared and will close the Ticket when:
 - (a) the Customer confirms that the Incident is cleared, or
 - (b) BT has attempted unsuccessfully to contact the Customer, in the way agreed, and the Customer Contact has not responded within 24 hours following BT's attempt to contact the Customer Contact.

8.2.3 If the Customer confirms 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.

8.3 Incident Resolution Service Levels. From the Operational Service Date and subject to the Customer reporting at least four Qualifying Incidents per calendar month in accordance with Paragraph 8, BT will provide the Compute Managed Service with the response and resolution times for Qualifying Incidents in accordance with the below table ("**Incident Resolution Service Level**"):

Incident Category	Response and Resolution Service Levels
Severity Level 1	BT will aim to respond to 95% of Qualifying Incidents in any given calendar month within 20 minutes and to resolve 90% of Qualifying Incidents in any given calendar month within four hours of reporting the Qualifying Incident in accordance with Paragraph 8
Severity Level 2	BT will aim to respond to 95% of Qualifying Incidents in any given calendar month within 30 minutes and to resolve 85% of Qualifying Incidents in any given calendar month within 12 hours of reporting the Qualifying Incident in accordance with Paragraph 8.
Severity Level 3	BT will aim to respond to 90% of Qualifying Incidents in any given calendar month within four hours and to resolve 80% of Qualifying Incidents in any given calendar month within 24 hours of reporting the Qualifying Incident in accordance with Paragraph 8.
Severity Level 4	BT will aim to respond to 95% of Qualifying Incidents in any given calendar month within one Business Day and to resolve 90% of Qualifying Incidents in any given calendar month within 72 hours of reporting the Qualifying Incident in accordance with Paragraph 8.

8.4 If BT fails to meet the Incident Resolution Service Level, the Customer may request Service Credits at the rate of four per cent of the Usage Charges for the Compute Managed Service with the Usage Charges being based on the month the Incident was reported in accordance with Paragraph 8.

8.5 The Customer may request applicable Service Credits within 28 days of the end of the calendar month in which a Qualifying Incident occurred by providing details of the reason for the claim. Any failure by the Customer to submit a request in accordance with this Paragraph will constitute a waiver of any claim for Service Credits for that calendar month.

8.6 Upon receipt of a valid request for Service Credits:

8.6.1 BT will issue the Customer with the applicable Service Credits by deducting those Service Credits from the invoice within two billing cycles of the request being received; and

8.6.2 following termination of the Service where no further invoices are due to be issued by BT, BT will pay the Customer the Service Credits within 90 days.

8.7 Service Credits for all Service Levels will be aggregated and are available up to a maximum amount equal to 100 per cent of the monthly Usage Charges based on the calendar month the Qualifying Incident was reported to BT in accordance with Paragraph 8.

8.8 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.

8.9 The Service Levels under this Schedule will not apply:

8.9.1 in the event Exclusive Access to the Cloud Service was granted to the Customer ;

8.9.2 the Cloud Services are unavailable for whatever reason and this is due to no fault of BT;

8.9.3 in the event of the Customer is in breach with its obligations under the Agreement ; or

8.9.4 during any trial period of the Compute Managed Service.

9 Charges and invoicing

9.1 Charges for the Service are set out in the Portal and will be set out on the Online Order.

9.2 The Compute Managed Service is subject to a Minimum Revenue Commitment whereby:

9.2.1 The Customer will pay BT the Minimum Revenue Commitment throughout the duration of the Agreement.

9.2.2 BT may terminate the Compute Managed Service on thirty days' notice if the Customer fails to pay the Minimum Revenue Commitment or any part of it.

9.3 Charges shall be paid in accordance with the payment terms as agreed in the Agreement.



- 9.4 BT will invoice Charges on or after the dates set out below:
- 9.4.1 One-off Charges on the Operational Service Date of the relevant Online Order;
 - 9.4.2 Usage or other Recurring Charges, monthly or quarterly in arrears (depending on the agreed billing frequency) from the Operational Service Date.
 - 9.4.3 If terminated by the Customer or for material breach by BT; any termination Charges as set out in Paragraph 10 and De-installation Charges within thirty days of de-installation of the Compute Managed Service.
- 9.5 Additional Charges shall apply for:
- 9.5.1 investigating Customer reported Incidents where BT finds no Incident or that the Incident is outside the Service Management Boundary. These shall be based on BT's reasonable man-hours costs multiplied with the total hours spend on investigating such incorrectly reported Incidents;
 - 9.5.2 commissioning the Compute Managed Service outside of Business Hours. The applicable Charges shall be first agreed by a new Online Order before BT will execute such activities; and
 - 9.5.3 expediting provision of the Compute Managed Service at the Customer's request after BT has informed the Customer of the expected delivery date. The applicable Charges shall be first agreed by a new Online Order before BT will execute such activities.

10 Termination of Service

- 10.1 The following Clause will replace and supersede any termination for convenience conditions as set out in the General Terms and Conditions:
- 10.1.1 The Customer may terminate elements from Compute Managed Service or the entire Compute Managed Service via the Portal at any time and subject to thirty days prior notice, provided that the Customer agrees to pay:
- (a) any outstanding Charges or interest properly due and payable for each terminated element up to the date of termination;
 - (b) any waived Installation Charges;
 - (c) any De-installation Charges; and
 - (d) any termination fees as compensation which shall be:
 - (i) if terminated during the Minimum Period of Service, a sum equal to 75 per cent of the average Usage Charges (based on the average monthly Usage Charge from the Operational Start Date to the date of termination of the Compute Managed Services) for any remaining months of the first twelve months of Service or the Minimum Revenue Commitment for any remaining months of the first twelve months of Service, whichever sum is greater; or
 - (ii) if terminated after the Minimum Period of Service, a sum equal to one month's Minimum Revenue Commitment;
- 10.1.2 BT will refund any money the Customer has paid in advance after deducting any Charges or other payments due to BT under the Agreement.
- 10.1.3 At the effective termination date;
- (a) BT will provide configuration information relating to the Compute Managed Service provided at the Site(s) in a format that BT reasonably specifies;
 - (b) BT will delete any Content if required by applicable law; and
 - (c) the Customer will lose all access to the Service and any portions thereof, including, but not limited to its account on the Portal and the Customer information stored on the Service. In addition, upon termination for any reason whatsoever, BT will have the right to immediately delete, without notice the Customer Information. Therefore the Customer hereby acknowledges and accepts to have retained copies of its Customer information or to migrate all its Customer information before the effective termination date. BT shall not be liable for any loss or damage which may be incurred by the Customer or any third parties as a result of such deletion from the effective termination date.

11 Processing of Personal Data

- 11.1 BT or its sub-processor will Process the Customer Personal Data for the Compute Managed Service as set out in this Schedule for as long as BT provides the BT Cloud Compute Service and for as long as BT may be required to Process the Customer Personal Data in accordance with applicable law. Any personal Data that may be collected and processed by BT is subject to the data protection provisions as set in the Agreement.



- 11.2 The nature and purpose of the Processing of Customer Personal Data by BT includes for:
- billing and invoicing; and
 - incident response and escalation.
- 11.3 The types of Customer Personal Data Processed by BT or its sub-processors or the Customer may be:
- website or IP address;
 - name;
 - address;
 - telephone number;
 - email address;
 - job title;
 - company name; and
 - contact records.

This list is not exhaustive as the Customer will specify what Customer Personal Data is processed.

- 11.4 The Customer Personal Data may concern the following categories of Data Subjects:
- Customer employees;
 - Customer's customers or third parties; and
 - any Data Subject (as controlled by the Customer).

This list is not exhaustive as the Customer will specify what Customer Personal Data is processed.

12 BT's Acceptable Use Policy

- 12.1 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.
- 12.2 The Compute Managed Service must not be used:
- 12.2.1 fraudulently or in connection with a criminal offence under the laws of any country where the Compute Managed Service is provided;
 - 12.2.2 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;
 - 12.2.3 in contravention of any instructions that BT has given under the Agreement;
 - 12.2.4 to cause annoyance, inconvenience or needless anxiety;
 - 12.2.5 to send or provide or receive unsolicited advertising or promotional material;
- 12.3 The Customer must not use a Domain Name which infringes the rights of any person in a corresponding trade mark or name.
- 12.4 If the Customer or anyone else, (with or without the Customer's knowledge or approval) uses the Compute Managed Service in contravention of the AUP; or uses the Compute Managed Service in any way which, is, or is likely to be, detrimental to the provision of the Compute Managed 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 Compute Managed Service or terminate the Compute Managed Service pursuant to the General Terms and Conditions. If Compute Managed Service is suspended it will not be restored until the Customer provides an acceptable assurance that there will be no further contravention.

In witness whereof, the Parties sign this agreement electronically, been effective from the date of signature of same by both counterparts.

DATE], PLACE

[BT SIGNATURE]

[CUSTOMER SIGNATURE]