



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 PCD Service and that the PCD Service is ready for use save for any minor non-conformities that will be resolved as an Incident.

"Advanced Orchestration" has the meaning given in Paragraph 3.4.2.

"Advanced Virtualisation" has the meaning given in Paragraph 3.4.1.

"Annual Performance Target" or **"APT"** has the meaning given in Paragraph 8.2.

"Availability Service Level" has the meaning given in Paragraph 8.2.

"BT Network" means the communications network owned or leased by BT and used to provide the PCD Service.

"Business Hours" means between the hours of 0800 and 1700 in a Business Day in the location where services are getting delivered.

"Compute Managed Service" is another BT Service offering a range of additional management services on top of this PCD Service which the Customer may order from BT.

"Computing Elements" means the computing elements of the Customer's Virtual Machine including, but not limited to, storage, networking, processing capacity and reporting.

"Customer Equipment" means any equipment (including any equipment purchased by the Customer from BT) and any software, other than BT Equipment, used by the Customer in connection with a PCD Service.

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

"Domain Name" means a readable name on an Internet page that is linked to a numeric IP Address.

"Downtime" means the period of time during which an Incident(s) exists.

"Enabling Service" has the meaning given in Paragraph 3.5.

"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 PCD Service including any changes to the Customer Contact details.

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

"Installation Charges" means those Charges set out in any applicable Order in relation to installation of the PCD Service or BT Equipment as applicable.

"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.

"Minimum Period of Service" means the minimum subscription term required for the PCD Service as set out in this Schedule, beginning on the Operational Service Date.

"Monthly Recurring Charges" means the monthly recurring Charges for the PCD Service and the Usage Charges for that given month.

"Online Order" means a Customer request for the PCD Service via the Portal as set out in Paragraph 4. The Online Order is only available online via the Portal.

"PCD Service" has the meaning given in Paragraph 2 and 3.

"Planned Maintenance" means any work that is planned in advance to be carried out by BT or on its behalf that causes the PCD 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 that allows the Customer to access and manage certain elements of the PCD Service. The Portal for the PCD Service can be accessed at portal.cloud.bt.com (or any other online address that BT may advise the Customer).

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

"Renewal Period" means in the event of each renewal, the additional term for renewal as set out in a renewal Order which shall never be less than 12 months.

"Service Credit Start Point" or **"SCSP"** has the meaning given in Paragraph 8.2.

"Service Credit" means any agreed remedy for failure by BT to meet a Service Level as set out in Paragraph 8.



“**Service Desk**” means the helpdesk that the Customer is able to contact to submit service requests, report Incidents and ask questions about the PCD Service.

“**Service Level**” means the Availability Service Level.

“**Service Management Boundary**” has the meaning given in Paragraph 5.

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

“**Supplier**” means Dell Corporation Limited or any other third party supplier that BT employs to provide all or part of the PCD Service.

“**SLA Year**” means the 8760 hours which starts on the Operational Service Date of each PCD Service and ends 365 days later; thereafter the SLA Year will be the most recent twelve (12) months in which the respective PCD Service is provided.

“**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 PCD Service or applicable part of the PCD 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 PCD Service, or the number of minutes the PCD Service was used for) with the relevant fee as set out in any applicable Order.

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

2 Service Summary

BT will provide, manage and monitor the Customer's private cloud infrastructure platform at the Customer's choice of hosting location as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph **Error! Reference source not found.** (“**PCD Service**”).

3 PCD Service

The PCD Service comprises of the following elements and as further set out in any applicable Order:

3.1 Private Cloud Infrastructure Platform

3.1.1 BT will provide the Customer with a private cloud infrastructure platform that will allow the Customer to build Virtual Machines as well as amend, add or remove various Computing Elements.

3.1.2 The configuration options available and the methods to configure them will depend on the automation option selected (as set out in Paragraph 3.4) and are further described in the relevant user guide or service description that BT will provide to the Customer.

3.2 Monitoring

BT will monitor and manage the PCD Service, up to the point of the Service Management Boundary as set out in Paragraph 5, on the Customer's behalf to ensure it is operating as efficiently as possible.

3.3 Equipment Installation

If the Customer elects to host the Customer's data centre at the Customer's own or a third party Site in accordance with Paragraph **Error! Reference source not found.**, BT will install and configure the BT Equipment at the Customer's chosen Site as set out in the applicable Order.

3.4 Automation Options

The Customer will choose one of the following automation options in order that BT can manage the PCD Service:

3.4.1 **Advanced Virtualisation**– any service changes or requests to the PCD Service will be processed by BT and the Customer will be unable to access the self-service functionality; or

3.4.2 **Advanced Orchestration** – the Customer will be able to undertake service changes to the PCD Service in real-time through automation and self-service.

3.5 Enabling Services

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

3.5.1 data centre networking capability. The Customer will have a data centre to host the PCD Service and the Customer will choose one of the following data centre hosting options:

(a) a BT data centre: BT will host the PCD Service at one of BT's global data centres;

(b) an on-premises data centre: the Customer will host the PCD Service at a data centre located at one of the Customer's Sites; or

(c) a third party location: the Customer will host the PCD Service at a third party's Site.

3.5.2 remote access capability that allows BT to establish a monitoring link to the Customer's IT infrastructure, including any data centre, on a 24x7x365 basis;

3.5.3 the Internet or other connectivity in place that will connect to the PCD Service; and



3.5.4 if the Customer has chosen Advanced Virtualisation, the Customer will order the BT Compute Managed Services from BT.

If BT provides the Customer with any services other than the PCD Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their own separate terms.

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 PCD Service as set out in Paragraph 6.

5 BT Service Management Boundary (SMB)

5.1 BT will provide and manage the PCD Service in accordance with this Schedule and as set out in any applicable Order and this up to the hypervisor layer, the self-service orchestration layer (if ordered) and the CMS Portal.

5.2 BT will have no responsibility for the PCD Service outside the Service Management Boundary including any Content used in any way on any BT Equipment or the PCD Service.

5.3 BT does not make any representations, whether express or implied, about whether the PCD Service will operate in combination with any Customer Equipment or other equipment and software.

5.4 Subject to any applicable laws, BT will have no liability for corruption, damage, loss or miss-transmission of any data as part of the PCD Service.

6 Delivery

6.1 BT Delivery obligations.

Before the Operational Service Date and, where applicable, throughout the provision of the PCD Service, BT will

6.1.1 provide the Customer with contact details for the Service Desk;

6.1.2 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that the Customer has notified to BT in writing, except if such compliance would cause BT being in breach of any of its obligations under this Agreement.

On receipt of an Order, BT will:

6.1.3 configure the PCD Service;

6.1.4 conduct a series of standard tests on the PCD Service to ensure that it is configured correctly;

6.1.5 confirm the PCD Service is ready for acceptance testing; and

6.1.6 connect the PCD Service to each Enabling Service; and

6.1.7 on the date that BT has completed the activities in this Paragraph, confirm to the Customer that the PCD Service is available for performance of any Acceptance Tests.

6.2 Customer Delivery obligations.

Before the Operational Start Date and, where applicable, throughout the provision of the PCD Service, the Customer will:

6.2.1 if the Customer chooses to host the PCD Service at either the Customer's own Site or a third party's Site in accordance with Paragraph **Error! Reference source not found.**, ensure that:

(a) the Customer has all necessary authorisations, licences and any other consents required in order to allow a data centre to be hosted at such a location;

(b) BT has been granted access to the Customer's data centre in order that BT can provide the PCD Service in accordance with the terms of this Agreement; and

(c) any location the Customer chooses to host a data centre meets, and continues to meet, any and all requirements that BT notifies the Customer of.



- 6.2.2 provide all required configuration details to BT teams to enable appropriate design and implementation of the PCD service;
 - 6.2.3 provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the PCD Service;
 - 6.2.4 provide BT with notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
 - 6.2.5 ensure that the LAN protocols and applications the Customer uses are compatible with the PCD Service;
 - 6.2.6 prepare and maintain the Site(s) for the installation of BT Equipment and supply of the PCD Service, including:
 - (a) providing a suitable and safe operational environment for BT Equipment including all necessary trunking, conduits, cable trays, and data communication points in accordance with BT's reasonable instructions and applicable installation standards;
 - (b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect BT Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance services;
 - (c) carry out any work that may be required after installation to make good any cosmetic damage caused during installation or maintenance;
 - (d) provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the PCD Service and BT Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the PCD Service resulting from failure in the principal power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards;
 - (e) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate; and
 - (f) provide access to a remote hands team for basic onsite tasks to be conducted under BT configuration team's guidance.
 - 6.2.7 ensure that the Customer has all necessary authorisations, licences and consents to allow BT to provide the Customer with the PCD Service;
- 6.3 **Acceptance Tests**
- 6.3.1 The Customer will carry out the Acceptance Tests for the PCD Service within five Business Days after receiving notice from BT in accordance with Paragraph **Error! Reference source not found.** ("**Acceptance Test Period**").
 - 6.3.2 The PCD 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.
- 6.4 **Operational Service Date.**
- 6.4.1 Subject to Paragraph 3 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 PCD Service in writing in accordance with Paragraph 6.3.2 or
 - (b) the date of the first day following the Acceptance Test Period.
 - 6.4.2 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.
- 6.5 **Changes before delivery.** If the Customer requests a change to the PCD Service before the planned delivery date, then BT may revise the expected delivery date to accommodate that change.
- 6.6 **IP Addresses and Domain Names**
- 6.6.1 Except for IP Addresses expressly registered in the Customer's name, all IP Addresses and Domain Names made available with the PCD Service will at all times remain BT's property or the property of BT's suppliers and are non-transferable.
 - 6.6.2 All of the Customer's rights to use IP Addresses or Domain Names will cease on termination or expiration of the PCD Service.
 - 6.6.3 BT cannot ensure that any requested Domain Name is available from or approved for use by the applicable Regional Internet Registry and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.
 - 6.6.4 The Customer warrants that the Customer is the owner of, or are authorised by the owner of, the trade mark or name that the Customer wishes to use as a Domain Name.



6.6.5 The Customer will pay all fees associated with registration and maintenance of the Customer's Domain Name, and will reimburse BT for any and all fees that BT pays to any applicable Regional Internet Registry, and thereafter pay such fees directly to the applicable Regional Internet Registry.

7 In Life Management during operation

7.1 BT obligations.

On and from the Operational Service Date, BT:

- 7.1.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Levels as set out in this Schedule if BT detects or if the Customer reports an Incident;
- 7.1.2 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 PCD Service. However, BT may inform the Customer with less notice than normal where maintenance is required in an emergency; and
- 7.1.3 may, in the event of a security breach affecting the PCD Service, require the Customer to change any or all of the Customer's passwords in addition to prescribing other steps the Customer will need to implement to secure the PCD Service; and
- 7.1.4 may implement any changes to the PCD Service;
 - (a) relating to the standards, operation procedures, accessibility periods, identification procedures, allocation and quantity of system resources, administrative and operative algorithms provided that any such changes do not have an adverse impact on the PCD Service
 - (b) as requested by the Customer and agreed by BT in line with operational and commercial discussions.

7.2 Customer obligations.

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

- 7.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 7.2.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between BT and the Customer, and is available for all subsequent Incident management communications;
- 7.2.3 monitor and maintain any Customer Equipment connected to the PCD Service or used in connection with the PCD Service;
- 7.2.4 ensure that any Customer Equipment that is connected to the PCD Service or that the Customer uses, directly or indirectly, in relation to the PCD Service is:
 - (a) connected using the applicable BT Network termination point, unless the Customer has BT's permission to connect by another means;
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the PCD Service and will not harm or damage BT Equipment, the BT network, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (d) approved and used in accordance with relevant instructions, standards and applicable law and any safety and security procedures applicable to the use of that Customer Equipment;
- 7.2.5 immediately disconnect any Customer Equipment, or advise BT to do so at the Customer's expense, where Customer Equipment:
 - (e) does not meet any relevant instructions, standards or applicable law; or
 - (f) 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 PCD Service;
- 7.2.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the PCD Service;
- 7.2.7 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the PCD Service and:
 - (a) immediately terminate access for any person who is no longer a User;
 - (b) inform BT immediately if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
 - (c) take all reasonable steps to prevent unauthorised access to the PCD Service;
 - (d) satisfy BT's security checks if a password is lost or forgotten; and



- (e) change any or all passwords or other systems administration information used in connection with the PCD Service if BT requests the Customer to do so in order to ensure the security or integrity of the PCD Service.
- 7.2.8 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 PCD Service;
- 7.2.9 scan all deliverables provided to the Customer as part of the PCD Service and the media on which they are delivered with a current version of an anti-virus application in an effort to detect and eliminate any virus or other software routine, code, device, mechanism or similar item that could disrupt, disable, harm or otherwise impede any program, hardware or data or otherwise interfere with the PCD Service provided to the Customer;
- 7.2.10 maintain a current version of an anti-virus application continuously running on any system to which BT is given access or to which BT is delivering the PCD Service on;
- 7.2.11 ensure the accuracy of any data or other representation made to BT as part of any due diligence or negotiation process provided through the PCD Service and the Customer may be liable for additional Charges if BT finds that any such information materially diverges from what was originally provided; and
- 7.2.12 implement data back-up measures, including a daily back-up process and backing-up the relevant data before BT performs any remedial, upgrade or other works on the Customer's IT infrastructure as part of the PCD Service.

8 Incidents and Service Levels

8.1 Incidents.

- 8.1.1 Where the Customer becomes aware of an Incident; the Customer Contact will report any Incidents via telephone to the Service Desk.
- 8.1.2 If BT detects or if the Customer reports an Incident.
 - (a) BT will give the Customer a Ticket;
 - (b) BT will inform the Customer when it believes the Incident is cleared and will close the Ticket when:
 - (i) the Customer confirms that the Incident is cleared, or
 - (ii) BT has attempted unsuccessfully to contact the Customer Contact and the Customer Contact has not responded within 24 hours following BT's attempt to contact the Customer Contact.
- 8.1.3 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.

8.2 Service Levels.

8.2.1 BT aims to provide the PCD Service, but excluding the Portal, with following Availability Service Level target and Service Credits:

SLA Category	Annual Performance Target (APT)	APT Downtime	SCSP for Standard Service Credits	Standard Service Credits	Elevated Service Credits
Cat A	=>99.95%	4 hours	immediate	4% of the Monthly Recurring Charges of affected PCD Service	8% of the Monthly Recurring Charges of affected PCD Service

- 8.2.1 This SLA Category has an associated Annual Performance Target ("APT"), which is used to calculate the APT Downtime.
- 8.2.2 The Availability Service Level is measured as the combined availability of the PCD Service to the network interface connected to the PCD Service in the relevant data centre. Individual or combined element failures of the PCD Service will not constitute an Incident for Availability Service Level calculations unless the element(s) failure causes a total loss of the PCD Service.
- 8.2.3 BT will count Downtime for each properly reported Incident and will keep a record of cumulative Downtime by PCD Service, in units of full minutes, for each month and the SLA Year. The Availability Service Level will be measured as a proportion of time in a calendar month starting from the first day of the relevant calendar month. Where an Incident occurs at the end of a calendar month then it will be carried forward to the following calendar month
- 8.2.4 Downtime is measured 24 hours by 24 hours, 7 days per week and will count from the moment an Incident is reported to BT's Service Centre and ends when BT clears the Incident.



8.2.5 Service Credits apply to each started hour of Downtime above the SCSP. If cumulative Downtime in a month exceeds the Service Credit Start Point ("SCSP"), the Customer may claim Standard Service Credits as shown in the table above, for the affected PCD Service.

8.2.6 If the cumulative Downtime in any SLA Year (or portion of a SLA Year for PCD Services provided for less than a SLA Year) exceeds the APT Downtime BT will apply the Elevated Service Credit(s) shown in the table above for all valid claims until the cumulative Downtime in the SLA Year falls below the APT Downtime. During this time the SCSP will be immediate for all SLA Categories.

8.3 Service Credit Claims

8.3.1 The Customer must make claims for Service Credits via the Service Desk in writing, within one month of the Incident occurring.

8.3.2 BT will acknowledge the Incident and send a response letter to the Customer and 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 for Service Credits.

8.3.3 If the Customer is entitled to any Service Credits, BT will credit the Service Credit against the Customer's next invoice for the PCD Service.

8.3.4 Any Service Credits paid to the Customer are subject to a monthly cap of one month's Recurring Charges for the affected PCD Service.

8.3.5 Service Credits are the Customer's sole right and remedy if BT does not meet the Availability Service Level and any failure by BT to meet the Availability Service Level shall not be considered a material breach of the Agreement.

8.4 Exclusions

The Availability Service Level will not apply for:

- (a) an Incident due to a Force Majeure event as set out in the Agreement;
- (b) any Incident related to scheduled downtime during Planned Maintenance and emergency maintenance, or any other purpose agreed between BT and the Customer;
- (c) any Incident or delay directly or indirectly caused by the Customer, including:
 - (i) Customer's failure to comply with its obligations under this Schedule and the Agreement; and in particular for a Customer's breach of the terms of the Agreement giving BT the right to suspend the PCD Service
 - (ii) incorrect information provided by the Customer, or on behalf of the Customer;
 - (iii) due to incorrect configuration of the PCD Service by the Customer or any unauthorised activity or access taken by the Customer;
 - (iv) Customer or third party data centre related faults;
- (d) any delay relating to problems with or failure of the Internet;
- (e) any interference caused by a third party; and
- (f) any reported Incident where BT can find no fault;
- (g) Any Incident on an individual or combined element failures of the PCD Service which does not cause a total loss of the PCD Service.

9 Charges and invoicing

9.1 The applicable Charges for the PCD Service will be set out on the Order placed by the Customer; based on the PCD Service elements and the applicable Charges as set out on the Portal.

9.2 Unless set out otherwise in any applicable Order, BT will invoice the Customer for the following Charges in the amounts set out in any applicable Order:

9.2.1 Installation Charges, on the Operational Service Date, or where the installation period is estimated to be longer than one month, monthly in arrears as per the pre-agreed invoice schedule;

9.2.2 Recurring Charges, except Usage Charges, monthly in advance;

9.2.3 Usage Charges, monthly in arrears;

9.2.4 If any additional Professional Services are set out in the Order; any Professional Services Charges;

9.2.5 De-installation Charges within 60 days of de-installation of the PCD Service; and

9.2.6 any Termination Charges incurred in accordance with Paragraph **Error! Reference source not found.** upon termination of the relevant Service.

9.3 In addition to those set out in any applicable Order, BT may invoice the Customer any of the following costs or Charges incurred for following activities:



- 9.3.1 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;
- 9.3.2 commissioning the PCD Service outside of Business Hours. The applicable Charges shall be first agreed by a new Order before BT will execute such activities;
- 9.3.3 BT being unable to provide the PCD Service in accordance with agreed timescales due to delay by the Customer in complying with the Customer's obligations in this Agreement; and
- 9.3.4 expediting provision of the PCD Service at the Customer's request after BT has informed you of the expected delivery date. The applicable Charges shall be first agreed by a new Order before BT will execute such activities.

10 Minimum Period of Service and Termination of Service

- 10.1 The following Clause will replace and supersede any Minimum Period of Service and termination for convenience conditions as set out in the General Terms and Conditions:
 - 10.1.1 The Minimum Period of Service for the PCD Service is thirty-six months; except if explicitly otherwise agreed on the Order.
 - 10.1.2 The Customer may request an extension to the PCD Service for a Renewal Period by providing written notice to BT at least 90 days before the end of the Minimum Period of Service or (if already renewed) the subsequent Renewal Period. In such event:
 - (a) BT shall inform the Customer if renewal is subject to change or not;
 - (i) In the event BT requires material changes to the PCD Service (including this) Schedule, the associated General Terms and Conditions of the Agreement or the Charges;
 - BT will inform the Customer on the material changes BT requires for renewal; e.g. BT may require to replace any BT Equipment that BT considers necessary to continue to provide the Customer with the PCD Service whereby the Customer is required to pay BT the Charges for the replacement of any such BT Equipment;
 - any material changes should be agreed in writing between the Parties within 21 days after BT informs the Customer of such required material changes;
 - if the changes only concerns the Charges, the new applicable Charges and the new Renewal Period shall be agreed by a new Order;
 - if the changes are related to the General Terms and Conditions or this Schedule such shall be agreed by written amendment to the Agreement;
 - Any agreed changes shall apply from the expiry date of the original Minimum Period of Service or (if already renewed) the expiry date of the subsequent Renewal Period;
 - In the event the Parties cannot agree on the required changes; then the PCD Service shall automatically end at the time of 23:59 on the last day of the Minimum Period of Service or (if already renewed) the subsequent Renewal Period.
 - (ii) In the event BT does not require changes; then a new Order with the new Renewal Period shall be agreed and the PCD Service shall continue for the duration of the new agreed Renewal Period.
 - 10.1.3 If the Customer does not issue a notice of renewal in accordance with Paragraph 10.1.2, BT will cease delivering the PCD Service at the time of 23:59 on the last day of the Minimum Period of Service or the subsequent Renewal Period.
 - 10.1.4 The Customer may terminate elements from PCD Service at any time and subject to ninety days prior notice, provided that the Customer agrees to pay:
 - (a) any waived Installation Charges;
 - (b) any De-installation Charges;
 - (c) any outstanding Charges or interest properly due and payable for each terminated element up to the date of termination;
 - (d) if applicable, any additional charges which BT has to pay its Supplier as a result of early termination of a respective PCD Service; and
 - (e) from the moment the respective PCD Service is terminated, an amount equal to a percentage of the Recurring Charges of the terminated PCD Service for any remaining months of the Minimum Period of Service depending on the moment of termination; being:
 - (i) If terminated during the first year of the Minimum Period of Service; an amount equal to:
 - 100% of the Recurring Charges for any outstanding months until the end of the first year of Service; and
 - 40% of the Recurring Charges for any other outstanding months until the last day of the Minimum Period of Service or the subsequent Renewal Period.



OR

- (ii) If terminated after the first year of the Minimum Period of Service an amount equal to:
 - 40% of the Recurring Charges for any outstanding months until the last day of the Minimum Period of Service or the subsequent Renewal Period.

10.1.5 On termination of the PCD Service by either BT or the Customer,

- (a) BT will:
 - (i) disconnect and remove any BT Equipment located at the Site(s); and
 - (ii) delete any Content that the Customer has not removed from any BT Equipment or the PCD Service in accordance with the terms of this Agreement.
- (b) the Customer will:
 - (i) provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s);
 - (ii) disconnect any Customer Equipment from BT Equipment located at the Site(s);
 - (iii) not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
 - (iv) migrate and permanently erase (by use of a method that does not cause damage to the PCD Service, including any BT Equipment) all Content and any other data hosted on the PCD Service at a mutually agreed date between BT and the Customer;
 - (v) arrange for any BT Equipment located at the Site(s) to be returned to BT as per guidelines issued by BT decommissioning or logistics teams;
 - (vi) be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment; and
 - (vii) carry out any work that may be required to make good any cosmetic damage to the Site(s) caused during decommissioning.

11 Processing of Personal Data

- 11.1 Applicable terms. The Parties agree that it is anticipated that BT may receive or process Personal Data on behalf of the Customer as a Data Processor in connection to the PCD Service or as a result of the provision of this Service. Any Customer Data is subject to the 'Data' clause as set out in the Agreement.
- 11.2 The nature and purpose of the Processing of Customer Personal Data. With this PCD Service BT provides, manages and monitors the Customer's private cloud infrastructure platform at the Customer's choice of hosting location but the Customer is responsible for the operating system, applications and data stored and/or utilised. BT Processes (hosts) any information that the Customer (or the Customer employees, agents or subcontractors) upload. BT has no control or oversight of the nature of the data this is being stored on its servers, or the purpose that the Customer is fulfilling in such storage.
- 11.3 The types of Customer Personal Data Processed by BT or its Sub-Processors or the Customer will be:
 - website or IP address;
 - name;
 - address;
 - telephone number;
 - email address;
 - job title;
 - company name; and
 - contact records.
- 11.4 The Customer Personal Data will concern the following categories of Data Subjects:
 - Customer employees;
 - Customer customers or third parties; and
 - any Data Subject (as controlled by the Customer).
- 11.5 These lists are 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 PCD Service must not be used:
 - 12.2.1 fraudulently or in connection with a criminal offence under the laws of any country where the PCD 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 PCD Service in contravention of the AUP; or uses the PCD Service in any way which, is, or is likely to be, detrimental to the provision of the PCD 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 PCD Service or terminate the PCD 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.