



Compute Cloud Services Schedule to the General Terms

Contents

A note on 'you'	2
Words defined in the General Terms	2
Part A – Compute Cloud Services	2
1 Service Summary	2
2 Cloud Service Options	2
3 Service Management Boundary	2
4 Associated Services	3
5 Specific Terms.....	3
Part B – Service Delivery and Management.....	6
6 BT's Obligations	6
7 Your Obligations.....	6
8 Notification of Incidents	7
Part C – Service Levels	8
9 Incident Resolution Service Level.....	8
10 Requests for Service Credits	8
Part D – Defined Terms	9
11 Defined Terms.....	9



A note on 'you'

'You' and 'your' mean the Customer.

Words defined in the General Terms

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms.

Part A – Compute Cloud Services

1 Service Summary

- 1.1 BT will provide you with cloud services as set out in any applicable Order and up to the point of the Service Management Boundary as set out in Paragraph 3 ("**Compute Cloud Services**"). Cloud services listed in this Schedule can be ordered as a standalone services only.

2 Cloud Service Options

BT will provide you with any of the following Cloud Services ("**Cloud Service Options**") delivered to you as software as a service, as set out in any applicable Order and in accordance with the details set out in that Order:

2.1 Multi Cloud Management Platform

2.1.1 Multi Cloud Management Platform provides access to an intelligent portal which enables you to manage multiple cloud platforms from a single interface ("**Multi Cloud Management Platform**").

2.1.2 The following features will be provided as part of the Multi Cloud Management Platform:

- (a) Automation – ability to use infrastructure as a code to automate most of your manual IT operational tasks;
- (b) Orchestration – ability to automate tasks across multiple cloud platforms;
- (c) Monitoring of instances and applications;
- (d) Access logs for feedback loops;
- (e) Backup and recover on-demand;
- (f) Ability to control all activities for all of your users, tenants, and clouds; and
- (g) Provisioning and deployment of private and public clouds using blueprints and workflows.

2.1.3 You will use the features provided with the Multi Cloud Management Platform to build a service for your Users.

2.1.4 BT does not offer management of any of the features listed in Paragraph 2.1.22.1 above for you. It is exclusively for you to use, manage and operate your infrastructure.

2.2 Hybrid Cloud Cost Optimization

2.2.1 BT will provide you with read-only access to an online platform where you will have visibility into resource usage of your cloud environment, including:

- (a) insight through your custom reports and role-based dashboards;
- (b) cost control through your recommended savings;
- (c) governance and security insights; and
- (d) facilitating internal cost charging;

("Hybrid Cloud Cost Optimization").

2.2.2 BT will setup the Hybrid Cloud Cost Optimization and will work with your Users to build custom reports and dashboards that you will be able to view or have sent to Users, who have subscribed to receive the reports.

2.2.3 Assist-model. BT will not manage your environment, but, where you choose "assist-model" of Hybrid Cloud Cost Optimization, BT will assist you in reporting and cost optimisation.

3 Service Management Boundary

3.1 BT will provide the Compute Cloud Service in accordance with Parts B and C of this Schedule and as set out in any applicable Order ("**Service Management Boundary**").

3.2 BT will have no responsibility for the Compute Cloud Service outside the Service Management Boundary.



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

4 Associated Services

- 4.1 You will have the following services in place that will connect to the Compute Cloud Service and are necessary for the Compute Cloud Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
- 4.1.1 computer hardware, software and telecommunications equipment and services necessary to access and use the Compute Cloud Service;
 - 4.1.2 an Internet connection; and
 - 4.1.3 Cloud Services, either purchased from BT or through the Cloud Services providers directly; (“Enabling Services”).
- 4.2 If BT provides you with any services other than the Compute Cloud Service (including any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.

5 Specific Terms

5.1 Minimum Period of Service and Renewal Periods

- 5.1.1 Subject to Paragraph 5.2, unless one of us gives Notice to the other of an intention to terminate the Compute Cloud Service at least 30 days before the end of the Minimum Period of Service or a Renewal Period, at the end of the Minimum Period of Service or Renewal Period, the Compute Cloud Service will automatically extend for a Renewal Period and both of us will continue to perform each of our obligations in accordance with the Contract.
- 5.1.2 If either of us gives Notice to the other of an intention to terminate the Compute Cloud Service, BT will cease delivering the Compute Cloud Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.

5.2 Notice to Amend

- 5.2.1 BT may propose changes to this Schedule, the General Terms or the Charges (or any of them) by giving you Notice at least 90 days prior to the end of the Minimum Period of Service and each Renewal Period (“Notice to Amend”).
- 5.2.2 Within 21 days of any Notice to Amend, you will provide BT Notice:
- (a) agreeing to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period;
 - (b) requesting revisions to the changes BT proposed, in which case both of us will enter into good faith negotiations for the remainder of that Minimum Period of Service or Renewal Period, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period; or
 - (c) terminating the Contract at the end of the Minimum Period of Service or Renewal Period, as applicable.
- 5.2.3 If we have not reached agreement in accordance with Paragraph 5.2.2(b) by the end of the Minimum Period of Service or the Renewal Period, the terms of this Schedule will continue to apply from the beginning of the following Renewal Period unless you give Notice in accordance with Paragraph 5.2.2(c) or BT may give Notice of termination, in which case BT will cease delivering the Compute Cloud Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period as applicable.

5.3 Customer Committed Date

- 5.3.1 If you request a change to the Compute Cloud Service, then BT may revise the Customer Committed Date to accommodate that change.
- 5.3.2 BT may expedite delivery of the Compute Cloud Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

5.4 Service Transition

- 5.4.1 If you are transitioning your existing services to BT, you will provide any information or access BT reasonably requests within a reasonable period of time before the Service Start 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;
- 5.4.2 Any changes to the inventory provided in accordance with Paragraph 5.4.1 (a) will be made in writing and:
 - (a) may cause delay to the transition of your service or the Service Start Date; and
 - (b) may result in a change to the Charges to reflect the revised scope of the Compute Cloud Service.
- 5.4.3 You will provide reasonable technical support before and after the Service Start Date.
- 5.5 Termination of Cloud Services**

If the Cloud Services are terminated for whatever reason, BT will automatically terminate the Compute Cloud Service and you will pay the Termination Charges and any other charges as set out in any applicable Order and this Contract.
- 5.6 Invoicing**
 - 5.6.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges in the amounts set out in any applicable Order:
 - (a) Usage Charges, monthly or quarterly in arrears (depending on your billing frequency), calculated at the then current rates;
 - (b) Professional Services Charges;
 - (c) any Termination Charges incurred as a result of early termination.
 - 5.6.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:
 - (a) Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
 - (b) Charges for commissioning the Compute Cloud Service in accordance with Paragraph 6.2 outside of Business Hours;
 - (c) Charges for expediting provision of the Compute Cloud Service at your request after BT has informed you of the Customer Committed Date; and
 - (d) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.
 - 5.6.3 Where BT has agreed that the Compute Cloud Service may be included within one of BT's standard pricing packages or schemes, during the period that the Compute Cloud Service is included in the pricing package or scheme, the Charges specified in the Schedule may be amended by the terms of the pricing package or scheme and upon termination of the pricing package or scheme, the Charges will revert to those specified in the Schedule.
- 5.7 PCI DSS Compliance Obligations**
 - 5.7.1 The Compute Cloud Service is not compliant with PCI DSS nor is it designed or intended to be and you will not use the Compute Cloud Service for the processing, storage or transmission of any Cardholder Data or any data that is subject to PCI DSS.
 - 5.7.2 You will indemnify BT for any Claims, losses, costs or liabilities that it incurs as a result of you storing, processing or transmitting data that is subject to PCI DSS.
- 5.8 EULA**
 - 5.8.1 BT will only provide the Multi Cloud Management Platform if you have entered into the end user licence agreement with the supplier in the form set out at <https://morpheusdata.com/terms-and-conditions/>, as may be amended or supplemented from time to time by the supplier ("EULA").
 - 5.8.2 You will observe and comply with the EULA for all any use of the applicable Software.
 - 5.8.3 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the EULA, BT may restrict or suspend the Multi Cloud Management Platform upon reasonable Notice, and:
 - (a) you will continue to pay the Charges for the Multi Cloud Management Platform until the end of the Minimum Period of Service; and
 - (b) BT may charge a re-installation fee to re-start the Multi Cloud Management Platform Service.
 - 5.8.4 You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between you and



the supplier and you will deal with the supplier with respect to any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.

- 5.8.5 Where the EULA is presented in a 'click to accept' function and you require BT to configure or install Software on your behalf, BT will do so as your agent and bind you to the EULA.



Part B – Service Delivery and Management

6 BT's Obligations

6.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Compute Cloud Service, BT will provide you with contact details for the Service Desk.

6.2 Commissioning of the Service

Before the Service Start Date, BT will:

6.2.1 configure the Compute Cloud Service;

6.2.2 conduct a series of standard tests on the Compute Cloud Service to ensure that it is configured correctly;

6.2.3 on the date that BT has completed the activities in this Paragraph 6.2, confirm to you that the Compute Cloud Service is available for performance.

6.3 During Operation

On and from the Service Start Date, BT:

6.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Levels in Part C of the Schedule, if BT detects or if you report an Incident;

6.3.2 will fulfil Service Requests;

6.3.3 may carry out Maintenance from time to time and will use reasonable endeavours to inform you at least five Business Days before any Planned Maintenance on the Compute Cloud Service, however, BT may inform you with less notice than normal where Maintenance is required in an emergency; and

6.3.4 may, in the event of a security breach affecting the Compute Cloud Service, require you to change any or all of your passwords.

6.4 The End of the Service

On termination of the Compute Cloud Service by either of us, BT will delete any Content, unless you contact BT and ask to retain a copy of that Content, at an additional Charge, or unless it is required by Applicable Law.

7 Your Obligations

7.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Compute Cloud Service, you will:

7.1.1 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:

(a) inform your Users that as part of the Compute Cloud Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;

(b) ensure that your Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required); and

(c) agree that BT will not be liable for any failure by you to comply with this Paragraph 7.1.1, you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph 7.1.1.

7.1.2 allow BT to install all necessary software on your servers or other systems in order for BT to provide the Compute Cloud Service.

7.2 During Operation

On and from the Service Start Date, you 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 both of us, and is available for all subsequent Incident management communications;

7.2.3 ensure that any Customer Equipment that is connected to the Compute Cloud Service or that you use, directly or indirectly, in relation to the Compute Cloud Service is:

(a) adequately protected against viruses and other breaches of security;



- (b) technically compatible with the Compute Cloud Service and will not harm or damage BT Equipment, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (c) 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;
- 7.2.4 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment:
- (a) does not meet any relevant instructions, standards or Applicable Law; or
 - (b) contains or creates material that is in breach of the Acceptable Use Policy and you are contacted by BT about such material,
- and redress the issues with the Customer Equipment prior to reconnection to the Compute Cloud Service;
- 7.2.5 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Compute Cloud Service;
- 7.2.6 in relation to Multi Cloud Management Service, agree that:
- (a) BT will provide the Multi Cloud Management Service to you on an **"as is"** and **"as available"** basis. BT does not guarantee that the Multi Cloud Management Service:
 - (i) will be performed error-free or uninterrupted or that BT will correct all errors in the Multi Cloud Management Service;
 - (ii) the Multi Cloud Management Service will operate in combination with your content or applications or with any other software, hardware, systems or data;
 - (iii) the Multi Cloud Management Service, including any products, information or other material you obtain under or in connection with this Contract, will meet your requirements; and
 - (iv) the Multi Cloud Management Service is not designed, intended or licensed for use in hazardous environments requiring fail-safe controls;
- 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 Compute Cloud 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 Compute Cloud 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 Compute Cloud Service if BT requests you to do so in order to ensure the security or integrity of the Compute Cloud Service; and
- 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 you will ensure the prior User will no longer have any right to access or use the Compute Cloud Service.

8 Notification of Incidents

- 8.1 Where you become aware of an Incident:
- 8.1.1 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 and Severity Level 2 Incident is not reported via telephone it will be deemed a Severity Level 3 Incident;
 - 8.1.2 BT will give you a Ticket;
 - 8.1.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
 - (a) you confirm that the Incident is cleared within 24 hours after having been informed; or
 - (b) BT has attempted unsuccessfully to contact you, in the way agreed between both of us, and you have not responded within 24 hours following BT's attempt to contact you.
- 8.2 If you confirm that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.
- 8.3 Where BT becomes aware of an Incident, Paragraphs 8.1.2, 8.1.3 and 8.2 will apply.



Part C – Service Levels

9 Incident Resolution Service Level

9.1 From the Service Start Date and subject to you reporting at least four Qualifying Incidents per calendar month in accordance with Paragraph 8, BT will provide the Compute Cloud 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 you reporting the Qualifying Incident to BT 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 you reporting the Qualifying Incident to BT in accordance with Paragraph 8.
Severity Level 3	BT will aim to respond to 90% of Qualifying Incidents in any given calendar within four hours and to resolve 80% of Qualifying Incidents in any given calendar month within 24 hours of you reporting the Qualifying Incident to BT 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 you reporting the Qualifying Incident to BT in accordance with Paragraph 8.

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

10 Requests for Service Credits

10.1 You 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 you to submit a request in accordance with this Paragraph 10.1 will constitute a waiver of any claim for Service Credits for that calendar month.

10.2 Upon receipt of a valid request for Service Credits in accordance with Paragraph 10.1:

- 10.2.1 BT will issue you with the applicable Service Credits by deducting those Service Credits from your invoice within two billing cycles of the request being received; and
- 10.2.2 following termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Service Credits in a reasonable period of time.

10.3 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.

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

10.5 The Service Levels under this Schedule will not apply:

- 10.5.1 the Cloud Services are unavailable for whatever reason and this is due to no fault of BT;
- 10.5.2 in the event that Clause 8 or Clause 23 of the General Terms applies; or
- 10.5.3 during any trial period of the Compute Cloud Service.



Part D – Defined Terms

Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading this Schedule.

"BT Price List" means the document containing a list of BT's charges and terms that may be accessed at: www.bt.com/pricing (or any other online address that BT may advise you).

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

"Cardholder Data" means the unique payment card number (typically for credit or debit cards) that identifies the issuer and the particular cardholder account. Cardholder data may also include any of the following: cardholder name, expiration date, service code or Sensitive Authentication Data.

"Cloud Services" means set of services delivered as a software by BT that has no or limited management wrap.

"Cloud Service Options" has the meaning given in Paragraph 2.

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

"Compute Cloud Service" has the meaning given in Paragraph 1.

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

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

"Device" means any mobile handset, laptop, tablet or other item of handheld equipment, including all peripherals, excluding SIM Cards and applications, which are in scope of the Compute Cloud Service, as set out in the Order.

"Enabling Service" has the meaning given in Paragraph 4.1.

"EULA" has the meaning given in Paragraph 5.8.

"General Terms" means the general terms to which this Schedule is attached or can be found at www.bt.com/terms, and that form part of the Contract.

"Hybrid Cloud Cost Optimization" has the meaning given in Paragraph 2.2.1.

"Incident" means an unplanned interruption to, or a reduction in the quality of, the Compute Cloud Service or particular element of the Compute Cloud 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 12 consecutive months beginning on the Service Start Date, unless set out otherwise in any applicable Order.

"Multi Cloud Management Platform" has the meaning given in Paragraph 2.1.1.

"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 Maintenance BT has planned to do in advance.

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

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

- (a) the Compute Cloud Service has been modified or altered in any way by you, or by BT in accordance with your instructions;
- (b) Planned Maintenance;
- (c) you have performed any network configurations that BT did not approve;
- (d) an Incident has been reported and BT cannot confirm that an Incident exists after performing tests; or
- (e) you requested BT to test the Compute Cloud Service at a time when no Incident has been detected or reported.

"Renewal Period" means for each Compute Cloud Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.



“**Service Desk**” means the English speaking helpdesk that you are able to contact to submit Service Requests, report Incidents and ask questions about the Compute Cloud Service.

“**Service Level**” means the Incident Resolution Service Level.

“**Service Management Boundary**” has the meaning given in Paragraph 3.

“**Service Requests**” means pre-approved requests to deliver a service on the Cloud Services as agreed between BT and you 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 Cloud Service.

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

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

“**Severity Level 4**” means a Qualifying Incident that has no observable impact on the Compute Cloud Service.

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