



# Microsoft Azure Schedule to the General Terms

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## 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 – The Azure Service

### 1 Service Summary

BT will provide you with a cloud based services platform, offering computing power, storage and content management functionalities comprising:

- 1.1 the Standard Service Components; and
- 1.2 if available, any of the Service Options as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 4 ("**Azure Service**").

### 2 Standard Service Components

BT will provide you with all the following standard service components ("**Standard Service Components**") in accordance with the details as set out in any applicable Order:

#### 2.1 Compute Management System

BT will grant you access to the Compute Management System which will:

- 2.1.1 allow you to register and provide log on details for Users on the Compute Management System platform;
- 2.1.2 allow you to request access to the Azure Management Portal, which will include one or more requested Subscriptions;
- 2.1.3 provide you with a reporting and management tool that:
  - (a) shows details of the Subscriptions that have been activated; and
  - (b) provides you with financial and billing information based on your Usage Charges for the Azure Service.

#### 2.2 Azure Management Portal

- 2.2.1 BT will provide you with access to the Azure Management Portal through which you can order, access and use the available Azure Products.
- 2.2.2 Supplier products and services may be subject to additional licensing terms and obligations directly from the Supplier and are provided 'as is'.

#### 2.3 Invoices

BT will provide you with a single monthly invoice for the Azure Service.

#### 2.4 Service Desk

BT will provide you with 24x7x365 access to the Service Desk that will provide you with first line support for fault reporting and enquiries in relation to the Azure Service.

### 3 Service Options

BT may, if available, provide you with any of the following options ("**Service Options**") as set out in any applicable Order and in accordance with the details as set out in that Order:

- 3.1 **Reserved Instance:** you may place an Order with BT to purchase a Reserved Instance. You may be able to order a Reserved Instance directly from the Azure Management Portal, BT will inform you if that is the case.
- 3.2 **Software subscriptions:** you may place an Order with BT to access and use software licensing for use with the Azure Products.
- 3.3 **Licence based-services:** you may place an Order with BT to access and use Supplier license-based services for use with the Azure Products.
- 3.4 Service Options may not be available in all countries and the availability of and changes to Service Options are not in BT's control. BT may Notify you of changes to the Service Options in accordance with Paragraph 6.2.3.

### 4 Service Management Boundary



- 4.1 BT will provide and manage the Azure Service in accordance with Parts A, B and C of this Schedule and as set out in any applicable Order up to the point where you log on to the Azure Management Portal ("**Service Management Boundary**").
- 4.2 Subject to responding to an Incident in accordance with Paragraph 7.3.1, BT will have no responsibility for the Azure Service outside the Service Management Boundary and BT has no responsibility for the Azure Management Portal or any of the products and services accessed through the Azure Management Portal.
- 4.3 You acknowledge that Supplier and third party provided products and services may be subject to additional terms and it is your responsibility to review and accept such terms as provided to you on the Azure Management Portal before ordering a Supplier or third party provided product or service.
- 4.4 BT does not make any representations, whether express or implied, about whether the Azure Service will operate in combination with any Customer Equipment or other equipment, software, products and services.

### 5 Associated Services

- 5.1 You will have:
  - 5.1.1 Internet service with sufficient bandwidth that will connect to the Azure Service and will enable you to access the Azure Service; and
  - 5.1.2 a suitable managed service package provided by BT, which is governed by its own separate terms and will ensure that the minimum technical requirements that BT requires are met, so that BT can deliver a correctly functioning Azure Service, (each an "**Enabling Service**").
- 5.2 If BT provides you with any services other than the Azure 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 separate terms.

### 6 Specific Terms

- 6.1 **Term**

BT will provide you with the Azure Service until either of us terminates the Azure Service in accordance with this Contract.
- 6.2 **Notice to Amend**
  - 6.2.1 BT may propose changes to this Schedule or the Charges (or both) by giving you 90 days' Notice ("**Notice to Amend**").
  - 6.2.2 Within 21 days of any Notice to Amend, you will provide BT Notice:
    - (a) agreeing to the changes BT proposed, in which case the changes will apply, at BT's option, within 30 days or at such a later stage as BT may advise; or
    - (b) terminating the Contract on 30 days' Notice.
  - 6.2.3 Supplier and third party providers may notify you of any changes to terms and prices directly. BT may notify you of any modification to Supplier or third party providers' terms or the Azure Price Book as and when BT is advised of such changes. Supplier and third party provider changes are not in BT's control and BT will use reasonable efforts to give you as much Notice as possible and you acknowledge and agree that Supplier and third party providers' terms and prices may change without notice.
- 6.3 **Termination for Convenience**
  - 6.3.1 For the purposes of Clause 17 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate the Azure Service by giving 30 days' Notice to the other.
  - 6.3.2 Any Notice to terminate the Azure Service will terminate all Supplier and third party product and services provided through the Azure Service.
- 6.4 **Customer Committed Date**
  - 6.4.1 If you request a change to the Azure Service, then BT may revise the Customer Committed Date to accommodate that change.
  - 6.4.2 BT may expedite delivery of the Azure Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.
- 6.5 **Service Transition**
  - 6.5.1 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.
  - 6.5.2 Any delay in providing BT with this information:
    - (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 Azure Service.

6.5.3 If you are transitioning your Azure Service away from BT, it is your responsibility to ensure that all relevant licences, services and products from the Supplier and third party providers are transferred to such new provider. BT is not responsible for facilitating the transition or for any costs arising in connection with the transition. BT has no liability for any disruption in your Azure Service or Customer Content once terminated.

### 6.6 Access to Emergency Services

The Azure Service will not provide the ability for you or your Users to call the emergency services by dialling "999" or "112" and you will make alternative arrangements for you and your Users.

### 6.7 Licence

6.7.1 BT grants you a limited, revocable, non-exclusive, non-sub licensable, non-transferrable licence:

- (a) to use the Azure Service for your own internal business purposes;
- (b) to use the Azure Service in accordance with any relevant terms and product specific Materials that may be provided to you by Supplier or third party providers; and
- (c) in accordance with the terms of this Contract, ("Licence").

6.7.2 You will not:

- (a) modify, alter, repair or otherwise create derivative works of any software or Materials (except where Supplier or the third party owned software is provided under separate licence that expressly permits the creation of derivative works); and
- (b) resell or sublicense the Azure Service.

### 6.8 EULA

BT will only provide the Azure Service if you have agreed and entered into the end user licence agreement with the Supplier in the form set out at <https://www.microsoft.com/licensing/docs/customeragreement> or any other terms of use that the Supplier, or third party provider (if applicable), presents to you when you access the Azure Management Portal and which may be amended or supplemented from time to time by the Supplier or third party provider ("EULA").

6.8.1 You will observe and comply with the EULA for all any use of the applicable software, including Supplier or third party provider Materials, products and services.

6.8.2 You acknowledge that by entering into the EULA with the Supplier, you consent to the Supplier processing Personal Data in accordance with the terms of the EULA and the Supplier's Data Protection Addendum.

6.8.3 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 Azure Service, and:

- (a) you will continue to pay the Charges for the Azure Service until the Contract is terminated; and
- (b) BT may charge a fee to re-start the Azure Service.

6.8.4 If the Supplier terminates your status as a customer under the EULA and BT is notified by the Supplier of such termination, BT may terminate the Contract straightaway by giving Notice to you and Clause 21 of the General Terms will apply.

6.8.5 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 or third party provider (if applicable) and you will deal with the Supplier or third party provider with respect to any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.

6.8.6 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.

6.8.7 Except as expressly provided otherwise, the Azure Service, the Supplier and third party provider products and services are:

- (a) provided 'as is' without warranty or representation of fitness for purpose; and
- (b) not designed or intended for high risk use scenarios where failure or fault of any kind could reasonably be seen to lead to death, personal injury or to severe damage to tangible or intangible property or the environment.

6.8.8 You will ensure that you agree to the relevant EULAs and acquire a sufficient number of licenses for software, access licences, terminal service licenses or subscription agreements for online services or any other appropriate services to match:

- (a) the quantities of the licences or EULAs for software or Professional Services provided to you; and



- (b) the maximum number of Users and or devices that may access or use any software or Professional Services.
  - 6.8.9 You will ensure that you:
    - (a) do not exceed any usage quotas as may be advised to you by the Supplier or third party provider or as available on the Supplier website and submit a request to BT to raise a limit if required; and
    - (b) notify BT promptly of any known or suspected failure by you to agree to the relevant EULAs or possess sufficient numbers of licenses as set out above.
  - 6.8.10 Not every Supplier or third party licence will automatically renew and may require manual renewal by entering into a new EULA after the licence term expires. BT is not a party to your EULA with the Supplier or third party provider and you will be responsible to ensure that any EULA or licence provided to you from the Supplier or any third party provider is renewed.
  - 6.8.11 BT will have no liability in connection with the supply of (or failure to supply) Supplier or third party provider product and services, or the use of Supplier and third party provider products and services in combination with or incorporated with other products.
- 6.9 Invoicing**
- 6.9.1 In addition to what is set out otherwise in any applicable Order, BT will invoice you for the following Charges (less any discounts agreed between the parties):
    - (a) Up front Charges, on the Service Start Date, or monthly in arrears starting from when you place an Order until the Service Start Date;
    - (b) Usage Charges, monthly in arrears on the first day of the month, calculated at the rates set out in the Azure Price Book at the time of consumption;
    - (c) Charges for use of Supplier and third party provider products and services ordered by you directly or by BT on your behalf through the Azure Management Portal;
    - (d) Charges related to Service Options selected by you;
    - (e) Licensing Charges; and
    - (f) any Termination Charges incurred in accordance with Paragraph 6.10.
  - 6.9.2 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 Azure Service in accordance with Paragraph 7.2 outside of Business Hours;
    - (c) Charges for expediting provision of the Azure Service at your request after BT has informed you of the Customer Committed Date; and
    - (d) any other Charges as BT may advise you or as otherwise agreed between both of us.
  - 6.9.3 BT will use reasonable efforts to invoice you for Charges as soon as possible, but certain Charges may be invoiced to you more than one month in arrears.
  - 6.9.4 Any information related to the cost of Supplier or third party provided products or services presented on the Azure Management Portal is indicative only and such cost information is subject to change as a result of factors including currency fluctuation and any applicable discounts.
- 6.10 Termination Charges**
- 6.10.1 If you terminate the Contract or the Azure Service (or any part thereof) for convenience in accordance with Clause 17 of the General Terms you will pay BT:
    - (a) all outstanding Charges or payments due and payable under the applicable Order or the Contract;
    - (b) any Usage Charges incurred; and
    - (c) any charges incurred by BT from the Supplier or third party provider as a result of the early termination, including but not limited to, charges incurred as a result of your cancellation of Supplier or third party products and services outside of the applicable Return Period.
  - 6.10.2 Subject to Paragraph 6.10.3, if you cancel a Supplier or third party provided product or service outside of the applicable Return Period, you will not be refunded for any money you have paid in advance for the cancelled Supplier or third party provided product or service.
  - 6.10.3 Reserved Instance: Reserved Instances expire at the end of the specified term for each Reserved Instance purchased. Unless stated or indicated otherwise by BT pursuant to an Order, refunds and exchanges are not available for an unused Reserved Instance.
  - 6.10.4 If a refund or exchange may be available as set out in Paragraph 6.10.3 above, BT will upon your written request, request from the Supplier and process a refund to you of any money you have paid in advance



for Reserved Instance after deducting any Charges (such Charges to be advised to you at the time of cancellation of the Reserved Instance) or other payments due to BT or the Supplier.

### 6.11 Third Party Claims

- 6.11.1 You will indemnify BT against any claims, damages, losses, liabilities, costs and expenses (including reasonable legal fees) arising out of or in relation to any third party claim concerning:
- (a) unauthorised use or unauthorised disposition of Intellectual Property Rights pertaining to your use of the Azure Service;
  - (b) violation by you of any Licence grant and limitations, any Supplier or third party EULA entered into by you, or your confidentiality obligations;
  - (c) obligations to defend and pay any third party claims; and
  - (d) breach by you of Applicable Laws.

### 6.12 PCI DSS Compliance Obligations

- 6.12.1 The Azure Service is not compliant with PCI DSS and you will not use the Azure Service for the processing, storage or transmission of any Cardholder Data or any data that is subject to PCI DSS.
- 6.12.2 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.

### 6.13 Preview Releases

- 6.13.1 The Supplier may offer you a preview release of products or services and will identify any preview release of products or services on the Azure Management Portal. You accept that all preview releases of products and services are provided by the Supplier 'asis', 'with faults' and 'as available' and are subject to any EULA you enter into with the Supplier, the Supplier's Online Services Terms and any other terms provided to you that may be applicable to such preview release.

### 6.14 Amendments to the General Terms

- 6.14.1 The definition of Force Majeure is amended to include 'cyber terrorism, electrical or power outage, utilities or telecommunications failure' in subsection (c).
- 6.14.2 Clause 11.1 is deleted and replaced with the following:  
'If you do not agree with something in an invoice BT sends you before you have made payment, you will give BT Notice within 10 days after the date of the invoice and provide adequate and timely assistance to BT to investigate and resolve the issue.'
- 6.14.3 Clause 14.5.6 is deleted and replaced with the following:  
'BT will not disclose Customer Personal Data to a third party unless required for the performance of the Service, permitted under the Contract or otherwise required by Applicable Law. If BT is required by Applicable Law to disclose individual Users' Personal Data to law enforcement or other governmental authorities, to the extent permitted by Applicable Law, you shall notify Users that their Personal Data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities and you will obtain Users' consent for such disclosure'.
- 6.14.4 Clause 16 is amended by adding a new Clause 16.3:  
'If you place an Order with BT and BT is required to place an order with the Supplier or a third party provider then:  
BT will have no liability to you for lack of availability, delays in fulfilment, shortages of products or services or the cancellation of any Orders by the Supplier or third party provider; and  
If you require changes to be made to that Order, you will inform BT of such changes immediately and provide any relevant supporting documentation for the requested changes as required by the Supplier or third party provider. You will pay BT any charges incurred by BT from the Supplier or third party provider as a result of making such changes'.
- 6.14.5 Clause 22.4.1 is amended by deleting the word 'and' and replacing it with 'or'.



## Part B – Service Delivery and Management

### 7 BT's Obligations

#### 7.1 Service Delivery

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

#### 7.2 Commissioning of the Service

Before the Service Start Date, BT will:

7.2.1 provide you or your nominated agent access credentials to access the Azure Service; and

7.2.2 on the date that BT has completed the activities in this Paragraph 7.2, confirm to you the Service Start Date.

#### 7.3 During Operation

7.3.1 On and from the Service Start Date, BT:

(a) will respond to an Incident without undue delay and in accordance with the Service Care Levels in Part C of the Contract if you report an Incident;

(b) 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 Management System, however, BT may inform you with less notice than normal where Maintenance is required in an emergency;

(c) may, in the event of a security breach affecting the Azure Service, require you to change any or all of your passwords, suspend or terminate the Azure Service; and

(d) may suspend the Azure Service if required to by Applicable Law and will notify you in advance of such suspension if possible.

#### 7.4 The End of the Service

On termination of the Azure Service by either of us, BT will:

7.4.1 terminate the Azure Service and suspend the Subscriptions; and

7.4.2 at your written request, arrange to provide the requisite access permissions to you or your alternative provider to allow migration of your Subscription resources.

### 8 Your Obligations

#### 8.1 Service Delivery

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

8.1.1 accept the Supplier EULA as set out in Paragraph 6.8 or any updated or subsequent version that may be provided by the Supplier to you;

8.1.2 provide BT with the names and contact details of any individuals authorised to act on your behalf in relation to the management and of the Azure Service; and

8.1.3 provide BT with any information BT reasonably requires from you to provide the Azure Service without undue delay.

#### 8.2 During Operation

On and from the Services Start Date, you will:

8.2.1 ensure that Users report Incidents to the Customer Contact and not the Service Desk;

8.2.2 ensure that the Customer Contact will take Incident reports from Users and, after confirming that the Incident is not due to Customer Fault, will pass these to the Service Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;

8.2.3 monitor and maintain any Customer Equipment connected to the Azure Service or used in connection with an Azure Service;

8.2.4 ensure that any Customer Equipment that is connected to the Azure Service or that you use, directly or indirectly, in relation to the Azure Service is:

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

(b) technically compatible with the Azure Service; 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;

8.2.5 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 Azure Service;
- 8.2.6 create, distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Azure Service;
- 8.2.7 ensure that BT's administrative credentials provided in the Azure Management Portal are not removed or altered. If such administrative credentials are removed or altered, BT will re-instate them without notice;
- 8.2.8 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Compute Management System 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 Management System;
  - (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 Management System if BT requests you to do so in order to ensure the security or integrity of the Compute Management System;
- 8.2.9 take steps to maintain appropriate security, protection and backup of Customer Content which may include use of encryption technology to protect Customer Content from unauthorised access and routine archiving of Customer Content;
- 8.2.10 ensure that your use of the Azure Service and any Supplier or third party provider products and services does not violate:
- (a) Applicable Laws;
  - (b) BT's Acceptable Use Policy; and
  - (c) Supplier or third party acceptable use policies and guidelines that may be provided to you by the Supplier or third party provider; and
- 8.2.11 maintain records related to your Azure Service during the Contract and for a period of two years from date of termination of the Contract and if requested by BT in order for BT to comply with its audit obligations with the Supplier, provide BT or a Supplier appointed auditor access to such records. Any records disclosed to BT or a Supplier appointed auditor in accordance with this Paragraph 8.2.11 will be treated as Confidential Information.

## 9 Notification of Incidents

- 9.1 Where you become aware of an Incident:
- 9.1.1 the Customer Contact will report it to the Service Desk;
  - 9.1.2 BT will give you a Ticket; and
  - 9.1.3 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 in relation to the Incident, and you have not responded within 24 hours following BT's attempt to contact you.
- 9.2 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.
- 9.3 If you notify BT after becoming aware of any unauthorised access to Customer Data or unauthorised access to facilities or equipment that contain Customer Data, that results in the loss, disclosure, or alteration of any Customer Data or the actual loss of or suspected threats to the security of Customer Data, BT is required to notify the Supplier.





## Part C – Service Levels

### 10 Service Levels

- 10.1 BT will provide Service Levels in accordance with the managed service package you purchased from BT.
- 10.2 If an Incident relates to an Azure Product, the Azure Service Levels provided by Supplier directly to you apply and are available at <https://azure.microsoft.com/en-us/support/legal/sla/>.
- 10.3 The Supplier may add to, change, or discontinue any or all of the Azure Service Levels from time to time and you will regularly monitor any such changes or additions.
- 10.4 BT has no control over the Azure Service Levels changes, additions or any discontinuance and BT will not be liable for any disruption or failures due to any changes.
- 10.5 You must submit any claims for Service Credits payable under the Azure Service Levels within 30 days of the Incident occurring by providing details of the reason for the claim and any other information that BT requests.
- 10.6 Any failure by you to submit a request for Service Credits in accordance with Paragraph 10.5 will constitute a waiver of any claim for Service Credits.
- 10.7 BT will submit your request for Service Credits to the Supplier for approval and once the Supplier has approved your request for Service Credits, 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.
- 10.8 Azure Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 10.9 The Service Levels under this Schedule will not apply:
  - 10.9.1 in the event that Clause 8 or Clause 23 of the General Terms applies; or
  - 10.9.2 during any trial period of the Azure Service.



## Part D – Defined Terms

### 11 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.

“**Azure Management Portal**” means the Supplier owned and managed web interface where you may access Supplier products and services and found at [portal.azure.com](https://portal.azure.com) or any other website that may be provided to you by BT or the Supplier.

“**Azure Price Book**” means the Supplier price list subject to regular price adjustments with or without any notice for products and services at <https://azure.microsoft.com/en-gb/pricing/calculator>.

“**Azure Products**” means the functionalities, applications and tools that the Supplier hosts on the Azure Management Portal. The current available Azure Products are found at <https://azure.microsoft.com/en-gb/overview/> or any other address that BT or the Supplier notifies you of.

“**Azure Service**” has the meaning given in Paragraph 1.

“**Azure Service Levels**” means the service levels and service credits that the Supplier makes available to BT in relation to the components of the Azure Service, currently listed at <https://azure.microsoft.com/en-us/support/legal/sla/> or any other address that the Supplier or BT makes you aware of and as the Supplier may amend from time to time.

“**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.

“**Compute Management System**” means the BT compute management system which is an online portal that allows you to manage the Azure Service and that is more particularly described in Paragraph 2.1.

“**Customer Content**” means content that you run, cause to interface, upload or otherwise transfer, process, use or store in connection with the Azure Service.

“**Customer Data**” means all data, including all text, sound, software, image or video files that you provide to BT or the Supplier through your use of the Azure Service, including Customer Personal Data.

“**Customer Equipment**” means any equipment including any Purchased Equipment, resources and any software or access or interface, other than BT Equipment, used by you in connection with the Azure Service.

“**Customer Fault**” means incorrect configuration of any component of the Azure Service by you, or failure by you to review any Supplier or third party provided Materials before purchasing a Supplier or third party provided product or service to ensure it meets your requirements.

“**Data Protection Addendum**” means the Microsoft Online Services Data Protection Addendum available at <https://www.microsoft.com/licensing/Downloader.aspx?DocumentId=17880> or any other address that BT or the Supplier notifies you of, as may be amended from time to time.

“**Enabling Service**” has the meaning given in Paragraph 5.1.

“**EULA**” has the meaning given in Paragraph 6.8.

“**General Terms**” means the general terms to which this Schedule is attached or can be found at [www.bt.com/terms](http://www.bt.com/terms), and that form part of the Contract.

“**Incident**” means an unplanned interruption to, or a reduction in the quality of, the Azure Service or particular element of the Azure Service.

“**Licensing Charges**” means the monthly or annual Charge(s) as applicable for any software licensing provided to you by BT directly or by the Supplier or third party provider.

“**Materials**” means Supplier or third party provider product documentation, instructions, warranties or relevant terms provided to you directly from Supplier or third party provider as part of the Azure Service.

“**Online Services Terms**” means the terms related to preview releases available at <https://azure.microsoft.com/en-gb/support/legal/preview-supplemental-terms/>.

“**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 that are labour related services.

“**Reserved Instance**” means a reserved instance of a compute storage or networking resource that the Supplier makes available for an agreed period.



**"Return Period"** means the stated time period a Supplier or third party provided product or service can be returned or cancelled as may be set out in any product or service specific terms, the Azure Price Book, the Azure Management Portal or any other additional terms that may be relevant to that product or service.

**"Service Desk"** means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the Azure Service.

**"Service Management Boundary"** has the meaning given in Paragraph 4.1.

**"Standard Service Components"** has the meaning given in Paragraph 2.

**"Subscription"** means a right to create an account to access the Azure Management Portal and consume the available Supplier and third party provider products and services.

**"Subscription Charge"** means the Charges for your Azure Service.

**"Supplier"** means Microsoft Inc., a company registered in the US of One Microsoft Way, Redmond, Washington 98052-6399.

**"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 a period of usage for the Azure Service or applicable part of the Azure Service.