



# BT Hybrid Cloud Managed Services (Cloudreach) 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 BT Hybrid Cloud Managed Services (Cloudreach)

### 1 Service Summary

- 1.1 BT will, through a combination of software solutions and professional services, provide you with best-practice guidance and cloud-tooling that will enable you to better utilise your Cloud Platforms comprising of any of the Service Options as set out in any applicable Order or Statement of Work up to the point of the Service Management Boundary as set out in Paragraph 3 ("**Cloudreach Service**").
- 1.2 BT has sub-contracted its obligations to provide the Cloudreach Service to the Supplier in accordance with Clause 26.2 of the General Terms.

### 2 Service Options

BT will provide you with any of the following options ("**Service Options**") as set out in any applicable Order or Statement of Work and in accordance with the details, specifications and requirements as set out in that Order or Statement of Work:

#### 2.1 Transformation Primer

- 2.1.1 BT will, through a set of scoped workshops, undertake an analysis of your Cloud Platform ambitions and based on BT's findings, provide you with a high level report on a proposed future state strategy for your Cloud Platforms.
- 2.1.2 BT will, amongst other things, consider your current business challenges, existing IT environments, data centres, current volume and type of applications and cost items in order to recommend a future strategy and next steps for your Cloud Platforms ("**Transformation Primer**").

#### 2.2 Cloud Operating Model Roadmap

- 2.2.1 BT will assist you in implementing your Cloud Platform strategy by identifying the skills, governance and activities required for execution.
- 2.2.2 BT will work with you to develop a minimum viable product for your Cloud Platform strategy and design a roll-out plan for your Cloud Platform strategy ("**Cloud Operating Model Roadmap**").

#### 2.3 Cloud Foundations/Cloud Governance Framework

- 2.3.1 BT will, through a series of workshops, identify the requirements important for the execution of your Cloud Platform strategy and which may include, governance, network, and operational delivery.
- 2.3.2 BT will provide an in-principle high-level design for a Cloud Platform configuration ("**Landing Zone**") that delivers the requirements agreed between us and costed next steps as necessary ("**Cloud Foundations/Cloud Governance Framework**").

#### 2.4 Cloud Savings Review

- 2.4.1 BT will, through both the deployment of software and outline review of Applications on your Cloud Platform, identify opportunities for cost savings that can be made within the scoped deployments on your Cloud Platform.
- 2.4.2 Following the assessment of your environment, BT will provide a summary report of BT's findings and a proposal for follow-on engagement and next steps for your Cloud Platform ("**Cloud Savings Review**").

#### 2.5 Migration Planning

- 2.5.1 BT will provide you with an assessment of a defined Application estate, using both automated discovery tools and manual consultant assessments to determine options for moving on to a Cloud Platform.
- 2.5.2 Following assessment of your environment, BT will provide a summary report of findings, costed next steps as necessary and a meeting with executive stakeholders to agree next steps ("**Migration Planning**").

#### 2.6 Migration Execution

- 2.6.1 BT will provide you, in conjunction with your own resources, a set of services which may include low-level design, infrastructure build, infrastructure testing and data migration that will enable the migration of your Applications to a Cloud Platform.



2.6.2 Following the move to your Cloud Platform, BT will notify you of completion of the activities as set out in Paragraph 2.6.1 and readiness for a move to in-life management ("**Migration Execution**").

### 2.7 Infrastructure Reliability

2.7.1 BT will provide you with a monitored and managed Cloud Platform solution consisting of:

- (a) on-boarding of Applications that are deployed on your Cloud Platform to the Infrastructure Reliability service;
- (b) a 24x7x365 managed solution for your Cloud Platform, including monitoring, governance and security; and
- (c) a service delivery manager available during Business Hours who shall be responsible for day-to-day matters,

and as more particularly described in the online service specification found at <https://www.cloudreach.com/en/legal/bt-service-definitions-and-specifications/> (or any other address that BT or the Supplier notifies you of and as may be amended from time to time) ("**Infrastructure Reliability**").

### 2.8 Application Reliability

BT will proactively monitor and manage your chosen Applications within your Cloud Platforms, including incident resolution, as well as triage and management with an agreed set of components, as defined with the relevant service specification found at <https://www.cloudreach.com/en/legal/bt-service-definitions-and-specifications/> (or any other address that BT or the Supplier notifies you of and as may be amended from time to time) ("**Application Reliability**").

### 2.9 Cost Reliability

BT will provide you with a cost control solution for your Cloud Platform in accordance with the relevant online services specification found at <https://www.cloudreach.com/en/legal/bt-service-definitions-and-specifications/> (or any other address that BT or the Supplier notifies you of and as may be amended from time to time) ("**Cost Reliability**").

### 2.10 Ancillary Assessment and Migration Services

2.10.1 Depending on your requirements, BT may be able to provide you with additional packages of work that will enable your journey to your Cloud Platform.

2.10.2 Any such additional packages of work are provided at BT's discretion and are as set out in the Statement of Work ("**Ancillary Assessment and Migration Services**").

### 2.11 Service Manager

2.11.1 BT will provide you with a service manager who is responsible for delivering the ongoing delivery, service reviews and improvement of the Cloudreach Service based on jointly agreed objectives ("**Service Manager**").

2.11.2 The Service Manager will:

- (a) act as a point of contact to help resolve any Incident management escalations;
- (b) develop and maintain a continuous service improvement plan;
- (c) hold regular monthly reviews of the Cloudreach Service with you;
- (d) manage any claims for Service Credits;
- (e) work with you to help deliver any future projects or requirements in relation to the Cloudreach Service; and
- (f) attend and support your business strategy / cloud meetings in relation to the Cloudreach Service.

2.12 Service Options may not be available in all countries.

## 3 Service Management Boundary

3.1 BT will provide and manage the Cloudreach Service in accordance with this Schedule and as set out in any applicable Order or Statement of Work ("**Service Management Boundary**").

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

3.3 BT does not make any representations, whether express or implied, about whether the Cloudreach Service will operate in combination with any Customer Equipment or other equipment or third party software.

## 4 Associated Services and Third Parties

4.1 You will have the following services in place that will connect to the Cloudreach Service and are necessary for BT to provide you with the Cloudreach Service:

- (a) Cloud Platforms, as appropriate; and



- (b) any necessary licences from a third party that BT or the Supplier informs you is necessary for BT to provide you with the Cloudreach Service,  
and you will ensure that the Enabling Services meet the minimum requirements that BT or the Supplier specifies (the "**Enabling Service**").
- 4.2 You will obtain and maintain all necessary consents, authorisations or other permissions from all relevant parties (including the owners of the Cloud Platforms) required for BT and the Supplier to perform their obligations under this Contract and if you fail to do so, neither BT or the Supplier will have any liability to you whatsoever for any failure to provide the Cloudreach Service.
- 4.3 If BT provides you with any services other than the Cloudreach 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.
- 4.4 If you are required by Applicable Law to purchase the Cloudreach Service from a third party supplier, BT will manage the Cloudreach Service as your agent. You will provide BT with a letter of agency to enable BT to manage the third party.

### 5 Specific Terms

#### 5.1 Term

- 5.1.1 BT will provide you with the Cloudreach Service for the duration of any term detailed in any Order or Statement of Work or until either of us terminate the Cloudreach Service in accordance with the terms of this Contract ("**Term**").
- 5.1.2 In addition to the provisions of Clause 5.2 of the General Terms, BT may change the Contract at any time by giving at least 30 days' Notice before the change takes effect in order to:
  - (a) comply with any legal or regulatory obligation (except where BT's compliance with that legal or regulatory obligation requires a shorter period of Notice);
  - (b) change any of the Charges payable under the Contract;
  - (c) protect the use of the BT Corporate Mark;
  - (d) introduce new or improved Service Levels;
  - (e) introduce new Service features;
  - (f) withdraw or change Service features;
  - (g) introduce process changes or change the technical specification of the Service (including Service upgrades), provided that they are not to your material detriment;
  - (h) maintain the integrity or security of the Service or BT Network; or
  - (i) improve clarity, or make corrections to typographical errors,providing that the changes in sub-Paragraphs 5.1.2(e) to 5.1.2(h) inclusive, will not be materially detrimental to the Cloudreach Service.
- 5.1.3 BT will not require the signature of a new Contract for the changes set out in Paragraph 5.1.2 and the changes will take effect at the expiration of the Notice.
- 5.1.4 BT may propose changes to the Contract at any time for matters not falling within Paragraph 5.1.2, by giving you 30 days' written Notice before the date the changes are proposed to take effect ("**Notice to Amend**") provided that any proposed change will not affect any existing Order or Statement of Work.
- 5.1.5 Within 14 days of any Notice to Amend, you may provide BT Notice:
  - (a) agreeing to the changes BT proposed, in which case those changes will apply from the proposed effective date; or
  - (b) stating your objections to the proposed changes in which case both of us will enter into good faith negotiations and, if agreement is reached, the agreed changes will apply from the proposed effective date or any other date as may be agreed between both of us.
- 5.1.6 If both of us have not reached agreement within 14 days of your Notice of objection under Paragraph 5.1.5(b) either of us may terminate the impacted Statement of Work with immediate effect.
- 5.1.7 If you exercise your right to terminate the impacted Statement of Work in accordance with Paragraph 5.1.6:
  - (a) you will pay BT the Charges that BT calculates are due and payable up to the date of termination; and
  - (b) if you have paid any Charges for the impacted Statement of Work in advance, BT will credit the relevant proportion of those Charges back to you against your next invoice for the Cloudreach Service.
- 5.1.8 If:
  - (a) you do not serve a Notice within the period set out in Paragraph 5.1.5; or



- (b) both of us have not reached agreement within 14 days of your Notice of objection under Paragraph 5.1.5(b) and neither of us has terminated the Contract or Service or any part of the Service in accordance with Paragraph 5.1.6,

you will be deemed to have accepted the changes and the changes will take effect from the proposed effective date.

### 5.2 Termination for Convenience

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 Cloudreach Service by giving 90 days' Notice to the other.

### 5.3 Licence

5.3.1 BT grants you a limited, revocable, non-exclusive, non-sub licensable, non-transferable licence to:

- (a) use the Cloudreach Service for your own internal business purposes; and
- (b) in accordance with the terms of this Contract,

for the duration of the Term ("**Licence**").

5.3.2 You will not:

- (a) modify, alter with, repair or otherwise create derivative works of any Software (except as expressly permitted by BT or the Supplier); or
- (b) reverse engineer, disassemble or decompile the Cloudreach Service or apply any other processes or procedures to derive the source code of any Software.

5.3.3 At the end of the Term, your Licence and any third-party management tools and any associated materials including but not limited to the licence of any Intellectual Property Rights in and related to any of the Cloudreach Services will end.

### 5.4 EULA

5.4.1 BT will only provide the Cloudreach Service if you have entered into the end user licence agreement in the form found at <https://www.cloudreach.com/en/legal/bt-service-definitions-and-specifications/> or any other end user licence agreement that BT or the Supplier provides you with ("**EULA**").

5.4.2 BT or the Supplier may amend or supplement the EULA from time to time and you will accept any amended or supplemented EULA and it is your responsibility to check <https://www.cloudreach.com/en/legal/bt-service-definitions-and-specifications/> for the latest version of any updated EULA.

5.4.3 You will observe and comply with the EULA for all any use of the applicable Software.

5.4.4 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 Cloudreach Service upon reasonable Notice, and:

- (a) you will continue to pay the Charges for the Cloudreach Service until the end of the Term; and
- (b) BT may charge a re-installation fee to re-start the Cloudreach Service.

5.4.5 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, the Supplier or any other relevant third party and you will deal with the Supplier or the relevant third party with respect to any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.

5.4.6 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.

5.4.7 BT will only provide you with the Cloudreach Service if you have secured all applicable software licenses or subscriptions and that the absence of any applicable software licence or subscription (an "**Absence**"), may adversely affect the provision of the Cloudreach Service.

5.4.8 If an Absence occurs, BT or the Supplier will notify you of any changes to the scope and Charges for the Cloudreach Service that will remain in effect until you procure such applicable software licenses or subscriptions.

5.4.9 BT and the Supplier may require that you use software manufactured or licensed by a third party ("**Third-Party Products**") and you agree that:

- (a) all Third-Party Products are subject to the applicable third-party license and usage rights;
- (b) all Third-Party Products are provided as-is by the Supplier or BT; and
- (c) you are responsible for complying with any license agreement or usage terms applicable to such Third-Party Products.

5.4.10 Neither BT nor the Supplier is responsible or liable to you whatsoever for any defects or changes to the functionality of any Third Party Products that adversely affect the provision of the Cloudreach Service.



### 5.5 Invoicing

- 5.5.1 BT will invoice you for the Charges as set out in this Paragraph 5.5 in the amounts and currency specified in any Order or Statement of Work.
- 5.5.2 The Charges are based upon BT and the Supplier's assessment of the work involved taking into account any assumptions, specifications or other requirements as set out in the Order or Statement of Work and where necessary BT will agree any adjustment to any of the Charges with you.
- 5.5.3 In respect of Infrastructure Reliability and Cost Reliability:
- (a) Charges will be based on your Cloud Platform monthly spend and you will ensure that BT and the Supplier have access to your Cloud Platforms to view your monthly spend;
  - (b) if you do not provide BT and the Supplier with access to the Cloud Platforms in accordance with Paragraph 5.5.3, BT shall calculate the Charges for Infrastructure Reliability and Cost Reliability using your previous monthly spend for the Cloud Platforms plus 10%;
  - (c) if you do not have a previous monthly spend, BT shall use a reasonable estimate to calculate the Charges; and
  - (d) any shortfalls or overcharging based on the Charges set out in this Paragraph 5.5.3 shall be credited or invoiced against your next invoice in accordance with your Statement of Work.
- 5.5.4 You will pay BT any minimum revenue commitment as set out in any Order or Statement of Work.
- 5.5.5 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order or Statement of Work:
- (a) Charges for cancelling the Service in accordance with Clause 16 of the General Terms;
  - (b) Charges for expediting provision of the Service at your request after you have been informed of the Customer Committed Date; and
  - (c) any other Charges set out in any applicable Order or Statement of Work or otherwise agreed between both of us.

### 5.6 Termination Charges

- 5.6.1 If you terminate the Contract or the Cloudreach Service 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 Contract;
  - (b) any other Charges as set out in any applicable Order or Statement of Work; and
  - (c) any charges incurred by BT from the Supplier as a result of the early termination.

### 5.7 Warranties

- 5.7.1 You agree that:
- (a) any statements made by the Supplier or BT relating to the Cloudreach Service, and all surveys, cost savings, forecasts, recommendations, proposed cost savings and opinions (together "**Projections**") provided through the Cloudreach Service are made in good faith on the basis of information available at the time;
  - (b) Projections are not a representation, undertaking or warranty as to outcome or achievable results in the Cloudreach Service;
  - (c) implementation of the results of the Cloudreach Service and completion of any project of which the outputs of the Cloudreach Service forms part may require the involvement or supervision of or giving advice to your third parties. You are responsible for obtaining independent advice before entering into any legally binding commitment with any third parties; and
  - (d) BT and the Supplier may, during its delivery of the Cloudreach Service, make statements or recommendations about third party software, the Cloudreach Service or equipment. No warranty shall be attributable to the Supplier or BT with respect to such software, equipment or the Cloudreach Service, and you shall look solely to the warranties and remedies provided by any such third party with whom you may contract.

### 5.8 Service Amendment

- 5.8.1 You may request, by giving BT Notice, a change to an Order or Statement of Work for the Cloudreach Service (or part of an Order or Statement of Work).
- 5.8.2 If you request a change in accordance with Paragraph 5.8.1, except where a change results from BT's failure to comply with its obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate, including:
- (a) confirmation that BT is able to accommodate the change;
  - (b) the likely time required to deliver the changed Cloudreach Service; and
  - (c) any changes to the Charges due to the changed Cloudreach Service.



- 5.8.3 BT may invoke a change request on your behalf if you have failed to meet any of your obligations, assumptions or other dependencies as set out in this Contract or relevant Statement of Work or if you failed to meet any of the milestones or other timescales as set out in any relevant project plan and the change request process in Paragraph 5.8.2 will then apply.
- 5.8.4 BT has no obligation to proceed with any change that you request in accordance with Paragraph 5.8.1 or any Unauthorised Change, unless and until the necessary changes to the Charges, implementation timetable, Statement of Work and any other relevant terms of the Contract to take account of the change are agreed between both of us in writing.
- 5.8.5 If BT changes the Cloudreach Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, acting reasonably, apply additional Charges.

### 5.9 Confidentiality

- 5.9.1 BT and the Supplier may, in connection with performing the Cloudreach Service, develop or acquire general knowledge experience, knowhow, skills and ideas that BT and the Supplier may use as they choose.
- 5.9.2 Nothing contained in the Contract will prevent or restrict any BT Affiliate, including BT, from providing services to other customers (including services which are the same or similar to the Cloudreach Service) even if those other customers' interests are in competition with you provided that BT is able to protect its obligation to maintain confidentially.
- 5.9.3 You will only use the Statements for the purposes specified in the Order or Statement of Work and you will not, without the prior written consent of BT, use or refer to any Statements in connection with your business decisions to any third party or for advertisement purposes.
- 5.9.4 Where Statements are disclosed to a third party in accordance with Paragraph 5.9.3:
  - (a) the receipt of the Statements by the third party is not intended to create any duty of care, professional relationship or any present or future liability between that third party, BT and the Supplier; and
  - (b) BT and the Supplier owes no duty of care or liability to the third party.

### 5.10 Amendments to the General Terms

- 5.10.1 The wording in Clause 2 of the General Terms is deleted and replaced with the following:
  - If there is a conflict between any of the documents, the order of priority, highest first, is:
    - 2.1 any Statement of Work or Order;
    - 2.2 the Schedule;
    - 2.3 these General Terms; and
    - 2.5 if applicable to a Service, the BT Price List.
- 5.10.2 Two new definitions are added to the Defined Terms section of the General Terms:
  - "**Cloudreach Service**" means the software and professional service that BT provides to you.
  - "**Statements of Work**" means the statements of work that set out your specific requirements for the Cloudreach Service as agreed between you and BT.



## 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 Cloudreach Service, BT, and where applicable the Supplier:

- 6.1.1 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that you have notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of their obligations under this Contract;
- 6.1.2 will respond and use reasonable endeavours to remedy an Incident without undue delay;
- 6.1.3 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 Cloudreach Service however, BT may inform you with less notice than normal where Maintenance is required in an emergency; and
- 6.1.4 may, in the event of a security breach affecting the Cloudreach Service, require you to change any or all of your passwords.

#### 6.2 The End of the Service

On expiry or termination of the Cloudreach Service by either of us, BT, and where applicable the Supplier:

- 6.2.1 will perform the tasks as set out in the Order or Statement of Work (if any) up to the date of expiry or termination as set out in any Order or Statement of Work; and
- 6.2.2 is not responsible for updating or maintaining any deliverables provided under this Contract, Order or Statement of Work.

### 7 Your Obligations

#### 7.1 Service Delivery

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

- 7.1.1 within 15 days of the date of your Order/Statement of Work, confirm to BT the start date for the provision of the Cloudreach Service to be delivered under the relevant Order/Statement of Work;
- 7.1.2 if you do not provide BT with a start date in accordance with Paragraph 7.1.1, BT may charge you additional Charges and revisit the agreed scope of work to be delivered under the relevant Order/Statement of Work;
- 7.1.3 in accordance with the number of days as set out in the relevant Statement of Work, confirm to BT that you accept the relevant deliverables to be provided under that Statement of Work and if BT hasn't heard from you within the required number of days as set out in the relevant Statement of Work, you will have deemed to have accepted those deliverables;
- 7.1.4 ensure that the agreed scope of the Cloudreach Service is appropriate for your needs and accurately documented in any Order or Statement of Work, as appropriate;
- 7.1.5 provide BT and the Supplier's agents, subcontractors, consultants and employees in a timely manner and at no charge, with access to any Site(s), equipment and other facilities (including remote access to all systems using your preferred remote access solution) as reasonably required to enable BT and the Supplier to set up, deliver and manage the Cloudreach Service;
- 7.1.6 provide BT and the Supplier with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s) and ensure that you do not expose BT or the Supplier to unnecessary risk or danger to their personal safety;
- 7.1.7 guarantee the accuracy, correctness, completeness and reliability of the data, information and documents made available by you to BT and the Supplier, including if these originate from third parties. Unless set out in the Order or Statement of Work, BT and the Supplier may rely on and use this data information and documentation without further verification;
- 7.1.8 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 Cloudreach Service being delivered by BT, BT and the Supplier 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 7.1.8, 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 7.1.8.

- 7.1.9 ensure that the LAN protocols and applications you use are compatible with the Cloudreach Service;
- 7.1.10 provide all reasonable access, support and co-operation to BT and the Supplier as BT and the Supplier shall reasonably require in order for BT and the Supplier to provide you with the Cloudreach Service in a timely and efficient manner and any failure to do so may result in a delay to the delivery of the Cloudreach Service;
- 7.1.11 provide BT and the Supplier with the name of the Customer Contact who will have the authority to contractually bind you to any matters or decisions required to be made in relation to the Cloudreach Service;
- 7.1.12 provide Input Material and any other information as BT and the Supplier may reasonably require and ensure that it is accurate in all material respects;
- 7.1.13 provide prior notice to BT and the Supplier of any changes, works, projects undertaken by you or any third party which are likely to affect the Cloudreach Service or the manner in which the Cloudreach Service is provided to you pursuant to the applicable Statement of Work and continuously collaborate with BT and the Supplier with all due skill and care to minimise or remove any adverse impact which such changes, works and projects may have on the benefits which you are deriving from the Cloud Platforms;
- 7.1.14 if the delivery of the Cloudreach Service involves one or more of your third parties, you shall facilitate communication cooperation between BT, the Supplier and such relevant third parties;
- 7.1.15 if requested by BT or the Supplier you shall ensure any necessary third parties enter into non-disclosure agreements with BT and the Supplier in a form reasonably acceptable to BT and the Supplier. Any failure to do so will mean that BT and the Supplier will not be responsible to you if BT or the Supplier is unable to comply with its obligations under this Contract as a result of the third parties not having entered into the non-disclosure agreement with BT and the Supplier;
- 7.1.16 in respect of Infrastructure Reliability and Application Reliability:
  - (a) you will ensure that the Supplier has the right to deploy and monitor an Instance in your Cloud Platforms;
  - (b) review, implement and maintain the required access users, policies, and controls in accordance with the Access Requirements Document provided by the Supplier;
  - (c) any changes made by you or a third party to your Cloud Platforms without complying with the IT Change Management Process (as set out in the Cloudreach Service Definitions and Specifications) shall be deemed an unauthorised change (each such change an "**Unauthorised Change**");
  - (d) BT accepts no responsibility for any impact or issues on the Cloud Platforms resulting or caused by an Unauthorised Change;
  - (e) If an Unauthorised Change has been made, BT shall be entitled to suspend or terminate immediately and without liability, Infrastructure Reliability or all (or part of) other Statement of Works if BT determines in its sole discretion that as a result of the Unauthorised Change key variables have changed which means that BT is not able or willing to continue providing the services as set out in the Statement of Works; and
  - (f) you shall restrict the Supplier's access to your data to those types of access that are unavoidable for the Supplier to provide the Cloudreach Service.

## 7.2 During Operation

On and from the Service Start Date, you will:

- 7.2.1 ensure that the Customer Contact will take Incident reports from Users and pass these to the Supplier helpdesk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;
- 7.2.2 monitor and maintain any Customer Equipment connected to the Cloudreach Service or used in connection with a Cloudreach Service;
- 7.2.3 ensure that any Customer Equipment that is connected to the Cloudreach Service or that you use, directly or indirectly, in relation to the Cloudreach Service is:
  - (a) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means;
  - (b) adequately protected against viruses and other breaches of security;
  - (c) technically compatible with the Cloudreach 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;
- 7.2.4 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 Cloudreach Service; and
- 7.2.5 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Cloudreach Service.

## 8 Notification of Incidents

- 8.1 Where you become aware of an Incident, the Customer Contact will report the Incident to the Supplier helpdesk or the BT helpdesk.
- 8.2 BT will inform you of what helpdesk applies to your Cloudreach Service.
- 8.3 BT will provide you with details of the Supplier helpdesk.

## 9 Service Levels

- 9.1 From the Service Start Date, BT will provide Infrastructure Reliability and Applications Reliability with the following Service Levels:

Scope	Service Level	Measurement Period	Threshold	Service Credits
<b>Infrastructure Reliability</b>				
<b>P1 Incident</b>	Target Response Time: 15 Minutes	Monthly	Failure to respond to P1 Incident within 15 minutes of reporting the P1 Incident to the Supplier in accordance with this Contract.	2%
	Target Resolution Time: 4 Hours		Failure to resolve any P1 Incident within 4 hours of reporting the P1 Incident to the Supplier in accordance with this Contract.	5%
<b>P2 Incident</b>	Target Response Time: 30 Minutes		Failure to respond to three or more P2 Incidents within 30 minutes of reporting the P2 Incidents to the Supplier in accordance with this Contract.	1%
	Target Resolution Time: 8 Hours		Failure to resolve any P2 Incident within 8 hours of reporting the P2 Incident to the Supplier in accordance with this Contract.	3%
<b>Application Reliability</b>				
<b>P1 Incident</b>	Target Response Time: 30 Minutes	Monthly	Failure to respond to P1 Incident within 30 minutes of reporting the P1 Incident to the Supplier in accordance with this Contract.	2%
	Target Resolution Time: 4 Hours		Failure to resolve any P1 Incident within 4 hours of reporting the P1 Incident to the Supplier in accordance with this Contract.	5%
<b>P2 Incident</b>	Target Response Time: 30 Minutes		Failure to respond to three or more P2 Incidents within 30 minutes of reporting the P2 Incidents to the Supplier in accordance with this Contract.	1%
	Target Resolution Time: 8 Hours		Failure to resolve any P2 Incident within 8 hours of reporting the P2 Incident to the Supplier in accordance with this Contract.	3%

- 9.2 Service Credits are calculated as a percentage of the Charges for Infrastructure Reliability or Applications Reliability for the current month in which the Incident occurred.
- 9.3 Service Credits will be aggregated and capped at an amount equal to 100 per cent of the Charges for the current month for Infrastructure Reliability or Applications Reliability in which the Incident occurred, as appropriate.
- 9.4 BT may add to, change or discontinue any or all of the Service Levels from time to time.
- 9.5 If BT is required to add to, change or discontinue the Service Levels in accordance with Paragraph 9.2, BT will provide you with as much Notice as it is reasonably able to.



- 9.6 You must submit any claims for Service Credits payable under the Service Levels within 45 days of the Incident occurring by providing details of the reason for the claim and any other information that BT or the Supplier requests.
- 9.7 Any failure by you to submit a request for Service Credits in accordance with Paragraph 9.6 will constitute a waiver of any claim for Service Credits.
- 9.8 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.
- 9.9 Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT and the Supplier.
- 9.10 The Service Levels under this Schedule will not apply if the Incident is as a result of:
  - 9.10.1 a failure of any of the Cloud Platforms;
  - 9.10.2 your failure to carry out any remediation activities that BT or the Supplier requests you carry out within a reasonable timeframe;
  - 9.10.3 a deliberate action by you or on your behalf;
  - 9.10.4 an Application or component that BT or the Supplier has confirmed to you is not being managed through the Cloudreach Service;
  - 9.10.5 your failure to comply with any of your obligations in this Contract;
  - 9.10.6 an Incident that BT or the Supplier has not confirmed is an Incident and that you haven't been provided a reference number for;
  - 9.10.7 scheduled maintenance or in the case of an emergency, emergency maintenance;
  - 9.10.8 a delay or fault on the network, infrastructure or any other system that is not managed by BT or the Supplier;
  - 9.10.9 incorrect information being provided to BT or the Supplier;
  - 9.10.10 Applications or data provided by you;
  - 9.10.11 a virus or other malware introduced by you to the Cloudreach Service; and
  - 9.10.12 a failure to implement any virus protection software that BT or the Supplier requires you to install to protect the Cloudreach Service.



## Part D – Defined Terms

### 10 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.

**“Access Requirements Document”** means the document provided by the Supplier during the on-boarding period of an environment which sets out your required access (including references to technical prerequisites) users, policies, and controls in respect of your Cloud Platforms.

**“Ancillary Assessment and Migration Services”** is the Service Option more particularly described in Paragraph 2.10.

**“Application”** means an application software (app for short) and is computer software designed to perform a group of coordinated functions, tasks, or activities.

**“Application Reliability”** is the Service Option more particularly described in Paragraph 0.

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

**“Business Hours”** means between the hours of 0900 and 1800 in a Business Day.

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

**“Cloud Foundations/Cloud Governance Framework”** is the Service Option more particularly described in Paragraph 2.3.

**“Cloud Operating Model Roadmap”** is the Service Option more particularly described in Paragraph 2.2.

**“Cloud Platforms”** means the cloud based computing infrastructure platforms known as Amazon Web Services and Microsoft Azure provided by Amazon Inc. and Microsoft Inc. respectively or any other cloud based computing infrastructure platform that BT confirms to you is compatible with the Cloudreach Service.

**“Cloud Savings Review”** is the Service Option more particularly described in Paragraph 2.4.

**“Cost Reliability”** is the Service Option more particularly described in Paragraph 2.9.

**“Customer Equipment”** means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with a Cloudreach Service.

**“Enabling Service”** has the meaning given in Paragraph 4.1.

**“EULA”** has the meaning given in Paragraph 5.4.1.

**“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 Cloudreach Service or particular element of the Cloudreach Service and includes P1 Incidents and P2 Incidents.

**“Infrastructure Reliability”** is the Service Option more particularly described in Paragraph 2.7.

**“Input Material”** means any computer software, data, reports, specifications, documents, including a drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form, information and materials provided by you in relation to the Cloud Platforms.

**“Instance”** means a virtual server to be deployed in your Cloud Platforms.

**“Landing Zone”** has the meaning given in Paragraph 2.3.2.

**“Licence”** has the meaning given in Paragraph 5.3.

**“Migration Execution”** is the Service Option more particularly described in Paragraph 2.6.

**“Migration Planning”** is the Service Option more particularly described in Paragraph 2.5.

**“Notice to Amend”** has the meaning given in Paragraph 5.1.1.

**“P1 Incident”** means an Incident that causes a total loss of a whole or part of the Cloudreach Service with no immediate work-around available.

**“P2 Incident”** means an Incident that has a high impact on the Cloudreach Service which renders the Cloudreach Service functional but degraded in terms of critical functions or a total loss of services which support critical functions.

**“Planned Maintenance”** means any Maintenance BT has planned to do in advance.

**“Service Management Boundary”** has the meaning given in Paragraph 3.1.

**“Service Manager”** is the Service Option more particularly described in Paragraph 2.10.2.

**“Service Options”** has the meaning given in Paragraph 2.

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

**“Statements”** means the surveys, statements, presentations, recommendations, advice, reports, opinions and other outputs provided by BT and the Supplier as part of the Cloudreach Service.



**“Statement of Work”** means the statements of work that set out your specific requirements for each Service Option as agreed between you and BT.

**“Supplier”** means Cloudreach Europe Limited a company registered in England and Wales with registered office at Saffron House, 6-10 Kirby Street, London EC1N 8TS and company number 06975407.

**“Term”** has the meaning given to it in Paragraph 5.1.1.

**“Territory”** means the country in which BT is registered as resident for corporate income tax purposes.

**“Third Party Products”** has the meaning given to it in Paragraph 5.4.9.

**“Transformation Primer”** is the Service Option more particularly described in Paragraph 2.1.

**“Unauthorised Change”** has the meaning given to it in Paragraph 7.1.16(c).