

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 Microsoft Azure Service

1 SERVICE SUMMARY

BT will provide you with a right to access and use the cloud based computing infrastructure platform known as Microsoft Azure comprising of the Standard Service Components up to the point of the Service Management Boundary as set out in Paragraph 3 ("**Azure Service**").

2 STANDARD SERVICE COMPONENTS

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

2.1 Subscription Access

2.1.1 BT will provide you with Subscription set up via the CMS in order that you can access the Azure Management Portal.

2.1.2 The Azure Management Portal will allow you to access the Azure Catalogue through which you can order various cloud based computing applications and functions provided by the Supplier.

2.2 Invoices

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

2.3 Service Desk

BT will provide you with a 24x7x365 access to the Service Desk that will provide you with first line support in relation to the Azure Service.

3 SERVICE MANAGEMENT BOUNDARY

3.1 BT will provide and manage the Azure Service in accordance with Parts 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**").

3.2 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 services accessed through the Azure Management Portal or the Azure Catalogue.

3.3 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 and software.

4 ASSOCIATED SERVICES

4.1 You will have the following service in place that will connect to the Azure Service and is necessary for the Azure Service to function and will ensure that this service meets the minimum technical requirements that BT specifies:

4.1.1 Internet access (the "**Enabling Service**").

4.2 If BT provides you with any services other than the Azure Service (including any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.

4.3 If you are required by Applicable Law to purchase the Azure Service from a third party supplier, BT will manage the Azure 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

BT will provide you with the Azure Service until either of us terminate the Azure Service in accordance with this Contract.

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 Azure Service by giving 30 days' Notice to the other.

5.3 Customer Committed Date

5.3.1 If you request a change to the Azure Service, then BT may revise the Customer Committed Date to accommodate that change.

5.3.2 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.

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.

5.4.2 Any delay to 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.

5.5 Access to Emergency Services

BT will not provide the ability for Users to call the emergency services by dialling "999" or "112" and you will make alternative arrangements for Users, including the maintenance of a fixed telephone number.

5.6 Licence

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

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

5.7 EULA

5.7.1 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://docs.microsoft.com/en-us/partner-center/agreements> or any other terms of use that the Supplier presents to you when you access the Azure Management Portal and which may be amended or supplemented from time to time by the Supplier ("EULA").

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

5.7.3 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 re-installation fee to re-start the Azure Service.

5.7.4 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.

5.7.5 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.

5.8 Invoicing

5.8.1 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) Installation Charges, on the Service Start Date, or where the installation period is estimated to be longer than one month, 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 relevant month, calculated at the then current rates;
- (c) Professional Services Charges;
- (d) De-installation Charges within 60 days of de-installation of the Azure Service; and
- (e) any Termination Charges incurred in accordance with Paragraph 5.9.

5.8.2 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 6.2 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 set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

5.9 Termination Charges

5.9.1 If you terminate the Contract or the Azure 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) De-installation Charges; and
- (c) any other Charges as set out in any applicable Order; and
- (d) any charges reasonably incurred by BT from a supplier as a result of the early termination.

5.10 Amendments to the General Terms

Clause 22.4.1 is deleted and replaced with the following:

22.4.1 £1,000,000

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 Azure 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 connect the Azure Service to each Enabling Service; and

6.2.2 on the date that BT has completed the activities in this Paragraph 6.2, confirm to you the Service Start Date.

6.3 During Operation

On and from the Service Start Date, BT:

6.3.1 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;

6.3.2 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 CMS Portal however, BT may inform you with less notice than normal where Maintenance is required in an emergency; and

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

6.4 The End of the Service

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

6.4.1 terminate the Azure Service and suspend the Subscriptions; and

6.4.2 arrange to transfer the Subscriptions to an alternative provider of Microsoft Azure services.

7 YOUR OBLIGATIONS

7.1 Service Delivery

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

7.1.1 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;

7.1.2 provide BT with any information BT reasonably requires from you to provide the Azure Service without undue delay; and

7.1.3 provide the Service Desk with at least 30 days' notice should you wish to transfer the Subscriptions to an alternative provider of Microsoft Azure services.

7.2 During Operation

On and from the Service Start Date, you will:

7.2.1 have undertaken your own internal Incident resolution and triage process to first try and resolve the Incident and if you are unable to resolve the Incident, you will 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;

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

7.2.3 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;

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 Azure 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 Azure Service;
- 7.2.6 maintain a written list of current Users and provide a copy of such list to BT within five Business Days following BT's written request at any time;
- 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 Azure 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 Azure 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 Azure Service if BT requests you to do so in order to ensure the security or integrity of the Azure 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 Azure Service.

8 NOTIFICATION OF INCIDENTS

- 8.1 Where you become aware of an Incident:
- 8.1.1 the Customer Contact will report it to the Service Desk;
 - 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.

Part C – Service Levels

9 AZURE SERVICE LEVELS

- 9.1 BT will provide you with the Azure Service Levels.
- 9.2 As directed by the Supplier, BT may add to, change or discontinue any or all of the Azure Service Levels from time to time.
- 9.3 If BT is required to add to, change or discontinue the Azure Service Levels in accordance with Paragraph 9.2, BT will provide you with as much Notice as it is reasonably able to.
- 9.4 You must submit any claims for Service Credits payable under the Azure Service Levels within 45 days of the Incident occurring by providing details of the reason for the claim and any other information that BT requests.
- 9.5 Any failure by you to submit a request for Service Credits in accordance with Paragraph 9.4 will constitute a waiver of any claim for Service Credits.
- 9.6 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.
- 9.7 Azure Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 9.8 The Azure Service Levels under this Schedule will not apply:
 - 9.8.1 in the event that Clause 8 or Clause 23 of the General Terms applies; or
 - 9.8.2 during any trial period of the Azure 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.

“Azure Catalogue” means the catalogue of applications and services made available through the Azure Management Portal.

“Azure Management Portal” means the Supplier owned and managed web interface through which you may access the Azure Catalogue found at portal.azure.com or any other website that BT or the Supplier informs 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 found on the Azure Catalogue, 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.

“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.

“CMS” means the compute management system which is the portal through which you can access the Azure Management Portal.

“Contracted Maintenance Hours” means the times during which BT will provide maintenance for BT Equipment, which are Business Hours unless set out otherwise in any applicable Order.

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

“De-installation Charges” means the charges payable by you on de-installation of the Azure Service that are equal to the then current rates for Installation Charges on the date of de-installation.

“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 Azure Service, as set out in the Order.

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

“EULA” has the meaning given in Paragraph 5.7.1.

“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.

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

“Installation Charges” means those Charges set out in any applicable Order in relation to installation of the Azure Service.

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

“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.

“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 3.1.

“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 services.

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