

## Connected Cloud Edge Service Schedule

### Section A –Service Terms

#### 1. SERVICE SUMMARY

- 1.1** BT will provide the Customer with a set of managed devices and connections that enable the connection between public clouds, the Customer's WAN network and co-located services comprising:
- 1.1.1** the standard components of the Service set out in Part B; and
  - 1.1.2** any optional components described in Part B and set out in any applicable Order, up to the point of the Service Management Boundary ("**Service**").
- 1.2** This Part A sets out the specific terms and conditions applicable to the Service, and Part B sets out the service description and the service management specific terms for the Service.
- 1.3** This Schedule will not apply for the provision of any other services provided by BT (including the Enabling Services) as those services will be governed by their separate terms and conditions which need to be first contracted by the Customer with BT.
- 1.4** In the event that BT is unable to perform service management with respect to the Service due to an incident that affects an Enabling Service provided by a party other than BT, BT will not be liable for any resulting failure or delay to perform its obligations as a result and all affected Service Levels will be disapplied for the duration of the incident. Notwithstanding the foregoing, if the Enabling Services are provided by BT then BT will be responsible for ensuring that those Enabling Services perform in accordance with any associated Service Levels set out in the terms and conditions applicable to that Enabling Service.

#### 2. MAINTENANCE, SUSPENSION AND CHANGES TO THE SERVICE

##### 2.1 Service Suspension

- 2.1.1** Without limiting any other right BT may have, BT may suspend the Customer's and any other Authorised User's access to the Services, if:
- (a)** BT reasonably determines that (A) there is a threat or attack on any of the Service; (B) Customer's or any other Authorised User's use of the Service disrupts or poses a security risk to BT, the Service or to any other customer or vendor of BT or the Supplier; (C) Customer or any other Authorised User is using the Service for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, is unable to pay its debts as they become due, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) BT's provision of the Service to the Customer or any other Authorised User is prohibited by applicable law; or
  - (b)** any vendor of BT or the Supplier has suspended or terminated the Supplier's or BT's access to or use of any Third-Party Products required to enable Customer to access the Services,

any such suspension described in section 2.1 referred to as a "**Service Suspension**".

- 2.1.2** BT shall provide written notice of any Service Suspension to Customer, which for the avoidance of doubt such notice may be after the Service Suspension, and to provide updates regarding resumption of access to the Services following any Service Suspension. BT shall resume providing access to the Service immediately after the event giving rise to the Service Suspension is cured. Unless caused by negligent acts or omissions of BT, BT will have no liability for any damage, liabilities, losses (including any

loss of profits), or any other consequences that the Customer or any other Authorised User may incur as a result of a Service Suspension.

## 2.2 Planned Maintenance

**2.2.1** BT may carry out planned maintenance on the Service from time to time. BT will use its reasonable endeavors to inform the Customer at least seven (7) days before any scheduled hardware or software maintenance. The notice will include an impact summary (e.g. loss of redundancy, service affecting), description of the change and the change window for the maintenance.

**2.2.2** Planned maintenance shall not be scheduled more than once per month.

**2.2.3** Whilst BT will take reasonable steps to stop anyone getting unauthorised access to any part of the BT network, BT cannot prevent against unauthorised or unlawful access to or use of either the BT equipment or the Service.

## 2.3 Emergency Maintenance

**2.3.1** BT may occasionally suspend the Service in an event of emergency and/or to safeguard the integrity and security of the Service. Where possible, BT shall inform the Customer without undue delay in advance, where this is not possible due to the nature of the event, BT shall demonstrate afterwards why this was required.

**2.4** BT does not and cannot control the flow of traffic beyond the Managed Devices and the Connections associated with it to any destination. Such flow depends in large part on the availability and performance of network or cloud services provided or controlled by other customers. Such customers' actions or inactions may cause some or all connections to be impaired or disrupted, and while BT will use commercially reasonable efforts to take actions it deems appropriate to remedy and avoid such events, BT cannot guarantee that they will not occur. Accordingly, BT disclaims any and all liability resulting from or related to such events.

## Section B – Customer Obligations

### 3. GENERAL CUSTOMER OBLIGATIONS

**3.1** The Customer will:

**3.1.1** provide BT with the names and contact details of the Customer contact;

**3.1.2** use the Incident reporting procedures notified to Customer by BT, and ensure that the Customer contact is available for all subsequent Incident management communications;

**3.1.3** without undue delay provide BT with any information or assistance reasonably required by BT to enable it to perform its obligations hereunder with respect to the Service, including provision of all routing and configuration details of the Enabling Services or any other service connected to the Service in order to ensure the Service routes traffic correctly.

### 4. CUSTOMER EQUIPMENT, SITES AND ENABLING SERVICES

**4.1** The Customer will:

**4.1.1** monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;

**4.1.2** ensure that any Customer Equipment that is connected to the Service or that the Customer uses, directly or indirectly, in relation to the Service:

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

(b) will not harm or damage the Service; and

- (c) is 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;
- 4.1.3 immediately disconnect any Customer Equipment, or advise BT to do so at the Customer's 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 any Acceptable Use Policy set out in the governing agreement and the Customer is contacted by BT about such material, and redress the issues with the Customer Equipment prior to reconnection to the Service;
- 4.1.4 procure services that are needed to permit the Service to operate, including Enabling Services, and ensure they meet the minimum technical requirements specified by BT.
- 4.1.5 inform BT of any planned maintenance on any third party provided service connected to the Service (including an Enabling Service); and
- 4.1.6 ensure and confirm to BT that the Enabling Service and any service connected to the Service is working correctly before reporting Incidents to BT.

## 5. END OF SERVICE

- 5.1 On termination of the Service, Customer will:
  - 5.1.1 Retrieve all Customer data from the Service;
  - 5.1.2 Delete all Connections to the Service;
  - 5.1.3 Arrange for any services (i.e. firewall) connected to the Service to be terminated.

## Section C – Charges, Invoicing Terms and Indemnities

### 6. CHARGES

- 6.1 Unless set out otherwise in any applicable Order, BT will invoice you for the Charges as set out in the Order.

### 7. MINIMUM SUBSCRIPTION TERM

- 7.1 The Order sets out any minimum subscription term applicable to the Service.
- 7.2 Unless otherwise agreed to the contrary, following the expiration of any minimum subscription term, the Service shall continue on a rolling monthly basis unless the Parties agree in writing to enter into a new minimum subscription term.
- 7.3 Unless otherwise agreed by the Parties in writing, any such term extension or continuation of the Service after the initial minimum subscription term will be subject to the then existing Charges and any other governing terms and conditions.

## 8. TERMINATION FOR CONVENIENCE AND EARLY TERMINATION CHARGES

- 8.1** The Customer may at any time terminate the Agreement or an Order for convenience on 30 days written notice and the Customer shall pay to BT the early termination Charges as set out in the Order.
- 8.2** During the period of the minimum subscription term of the Order(s), or a subsequent renewal period the Customer may request a change to their Service:
- 8.2.1** Changes will be agreed via a new signed Order and will co-terminate with existing Order(s);
- 8.2.2** For Managed or Infrastructure Devices:
- (a) where changes result in the removal or replacement of such devices, the retiring devices will be charged for the full calendar month in which permission for their removal is received from the Customer;
  - (b) the monthly subscription charge for new devices will be made at the start of the calendar month after they have completed the Acceptance Test Period;
  - (c) unless otherwise agreed, the minimum period of service for a device before a change is allowed is three (3) months.
- 8.2.3** For Connections:
- (a) where changes result in the removal or replacement of Connections, the retiring Connection will be charged up until the date at which permission for their removal is received from the Customer;
  - (b) the monthly subscription charge for new Connections will be charged after they have completed the Acceptance Test Period;
  - (c) where (a) and (b) occur within a month period, a pro-rated monthly subscription charge amount will be charged based on when in the month the change was made;
  - (d) unless otherwise agreed, the minimum period of service for a Connection before a change is allowed is one (1) month.
- 8.2.4** For other Service items that may be made available as part of the Service:
- (a) the Order associated to the Service item will specify any minimum period of service before a change is allowed;
  - (b) if allowed, any request to change a Service item will result in an additional Order(s) that will detail charging changes and future commitments.
- 8.2.5** Where a change would result in a lower monthly subscription charge than set out at the beginning of a minimum subscription term (initial or renewal term), then no reduction of the monthly subscription charge will be applied. This will be specified in the applicable Order(s) for the change.
- 8.2.6** The delivery of any changes to the Service will not change any commitments the Customer has for any Enabling Services provided by BT or other BT-provided services that may be used with the Service. Any such commitments will be as set out in the terms for such services.

## 9. MISCELLANEOUS CHARGES

- 9.1** In addition to the Charges set out in the Order, Customer may be liable for the following additional Charges:
- 9.1.1** Charges for commissioning the Service outside of Business Hours, on a Site-by-Site basis;
- 9.1.2** Charges for expediting provision of the Service at Customer's request after BT has informed Customer of the delivery date; and
- 9.1.3** If BT has to change the Service prior to the applicable Operational Service Date because the Customer has provided BT with materially incomplete or inaccurate information, BT may, acting reasonably, apply additional Charges to perform the necessary change subject to:

- (a) providing the Customer with written notice of the change;
- (b) written agreement between the Parties to the additional Charges; and
- (c) if no agreement can be reached termination by the Customer subject to paying BT all Charges up to the point of termination or because of such termination (including supplier costs).

## 10. INDEMNITIES

### 10.1 BT Indemnity

**10.1.1** Subject to the limits on liability set out in the governing agreement, BT shall defend or settle any claims, suits, actions, damages, costs, proceedings, expenses (including reasonable attorney's fees and expenses) brought against the Customer by any third party arising from any actual or alleged infringement of Intellectual Property Rights (including patent claim, copyright or trade secret) of such third party arising from Customer's use or possession of the Documentation or the use or possession (or any other act) of the Service anywhere in the world ("**Third-Party Claim**"), provided that:

- (a) the Customer promptly notifies BT in writing of the Third-Party Claim;
- (b) the Customer shall give all reasonable assistance to BT and BT shall pay the Customer's costs and expenses so incurred; and
- (c) the Customer allows BT sole authority to control the defense and settlement of such Third-Party Claim.

**10.1.2** If such a Third-Party Claim is made or BT reasonably anticipates such a Third-Party Claim will be made, the Customer agrees to permit BT at BT's discretion and expense, to:

- (a) modify or replace the Service, or component or part thereof, to make it non-infringing; or
- (b) obtain the right for Customer to continue use, which shall not affect the provision of the Services.

**10.1.3** If the Customer along with BT determine that neither alternative set out in section 10.1.2 is reasonably available, the Parties will discuss the next steps so long as BT fully accepts the Indemnity obligation under section 10.1.1.

**10.1.4** This section 10.1 sets forth the Customer's sole remedies and BT's sole liability and obligation for any actual, threatened, or alleged Third-Party Claims.

**10.1.5** This section 10.1 will not apply to the extent that any such Third-Party Claim arises from the Customer's breach of this Agreement, Customer data or Third-Party Products.

### 10.2 Customer Indemnity

**10.2.1** Subject to the limits of liability set out in the governing agreement the Customer shall indemnify, hold harmless, and, defend BT and its Affiliates from and against any and all liability, loss, damages, costs and expenses (including reasonable attorneys' fees and expenses) for third party claims related to (i) Customer data; (ii) Customer's or any Authorised User's negligence or willful misconduct or use of the Service in a manner not authorised by this Agreement or as otherwise agreed by the Parties or (iii) Customer's use of any Third Party Products in violation of any applicable third party terms and conditions.

## Section D – Compliance

### 11. INTERNATIONAL SECURITY CONCERNS

**11.1** Each Party will comply with (and the Customer will ensure that any Authorised User comply with) applicable export/re-export, sanctions, import and customs laws and regulations (including U.S. sanctions and export regulations) ("**Sanctions Laws**"). In addition, the Customer will not be listed on, nor owned or controlled by an entity or person which is subject to, nor located in or organised under the laws of a



country subject to, U.S. or E.U. embargo. Notwithstanding any other provision in this Agreement, BT reserves the right to terminate this Agreement immediately upon written notice to the Customer if BT reasonably determines that the Customer is not in compliance with this section 11 or is causing BT to be exposed to violations under Sanction Laws.

**12. 18.3 ANTI-MONEY LAUNDERING.**

**12.1** Each Party will comply with all applicable anti-money laundering laws. If the bank to which the Customer remits payment ("**BT Bank**") refuses to process a Customer payment for any reason including, but not limited to, a reasonable belief that the Customer's payment may be connected to money laundering (a "**Suspicious Payment**"), the Customer will reasonably cooperate with all requests from BT or the BT Bank (e.g., requests for additional information in order to process the Suspicious Payment) or remit payment of any outstanding balance using an alternative payment method within five (5) business days.

**Section E – Service Levels**

**13. SERVICE LEVELS AND SERVICE CREDITS**

**13.1 Service Availability**

**13.1.1** From the Operational Service Date, BT will provide the Service with a target availability corresponding to deployment type as set out in the applicable Order, and as defined in the table below:

Deployment Type	Target Availability
Non-Resilient deployment	99.9%
Resilient deployment	99.99%

**13.1.2** Service Levels are applicable to each Site at which the Service is deployed. Where a Customer builds a Service across multiple Sites, the target availability will be set according to the deployment type at each Site.

**13.1.3** Notwithstanding anything to the contrary, Service Levels will not apply and BT will have no liability if the Unavailability is due to one of the exclusions set out in section 13.4.

**13.2 Service Credits**

**13.2.1** For periods of Service Unavailability, Service Credits may be applicable. "**Unavailability**" is defined as the consecutive duration of time in a calendar month in which a Managed Device, Infrastructure Device or Connection prevents delivery of your traffic but excludes any unavailability that results from the exclusions set out in section 13.4. This period starts when you inform BT of the Incident and ends when BT closes the ticket in accordance with the Service Management Schedule.

**13.2.2** Applicable Service Credits will be calculated on the basis of the Customer deployment type and will only apply to the Site where the Unavailability occurred.

**13.2.3** Service Credits will not be applicable to downtime resulting from planned or emergency maintenance activity.

**13.2.4** For Non-Resilient deployments, the applicable Service Credits include:

Availability in month	Consecutive minutes of Unavailability	Service credits as a % of the Monthly Subscription Charge per impacted Site

99.9% - 99%	44 minutes to < 7 hours	10%
99% - 98%	7 hours to < 14.4 hours	50%
98% - 97%	14.4 hours < 21.6 hours	75%
<97%	> 21.6 hours	100%

**13.2.5** For Resilient deployments, the applicable Service Credits include:

Availability in month	Consecutive minutes of Unavailability	Service credits as a % of the Monthly Subscription Charge per impacted Site
99.99% - 99.9%	4 minutes to < 44 minutes	5%
99.9% - 99%	44 minutes to < 7 hours	10%
99% - 98%	7 hours to < 14.4 hours	50%
98% - 97%	14.4 hours < 21.6 hours	75%
<97%	> 21.6 hours	100%

### 13.3 Requests for Service Credits

- 13.3.1** The Customer may request applicable credit ("**Service Credits**") within 28 days of the date the Unavailability occurred. Any failure by the Customer to submit a request in accordance with this section will constitute a waiver of any claim for Service Credits for that calendar month.
- 13.3.2** Upon receipt of a valid request for Service Credits in accordance with this section:
- (a)** BT will issue the Customer with the applicable Service Credits by deducting those Service Credits from your invoice within two billing cycles of the request being approved; and
  - (b)** following termination of the Agreement where no further invoices are due to be issued by BT, BT will pay the Customer the Service Credits in a reasonable period of time.
- 13.3.3** In any calendar month, Service Credits will not exceed 100 per cent of the monthly subscription charge for Service at the impacted Site (or the prorated amount if applicable).
- 13.3.4** All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT and will be verified by BT.

### 13.4 Service Level and Service Credit exclusions

- 13.4.1** Service Levels and Service Credits detailed in this Schedule will not apply where the Unavailability of the Service is due to:
- (a)** the acts or omissions of the Customer or any third party (excluding BT's suppliers) which lead to BT not being able to provide all or part of this Service;
  - (b)** any cause beyond BT's reasonable control as set out in the governing agreement or this Schedule;
  - (c)** a fault on the Customer's network (however supplied or managed) or the Customer's Equipment configuration;
  - (d)** if the Customer does not provide access, delay providing access or deny permission for BT or its agents to repair the Service;

- (e) to any qualifying Incident not reported in accordance with BT's Incident reporting procedures;
- (f) a fault on any BT or third-party software or service not provided by BT under the terms of this Schedule;
- (g) a fault, error or omission in any other BT or third-party service which is connected to this Service;
- (h) BT awaiting information from the Customer or awaiting your confirmation that the Service has been restored;
- (i) planned maintenance notified to the Customer and any emergency maintenance;
- (j) faults or omissions of other internet or network service providers not related to any BT-provided Service;
- (k) faults or omissions in, equipment, wiring, cabling, software or other services which are not maintained by BT or which are not provided by BT under this Schedule;
- (l) any faults caused by the Customer's use or management of the Service;
- (m) any breach by the Customer of their obligations under this Agreement; or
- (n) any faults found to be caused by a virus introduced negligently or otherwise by the Customer onto the Customer's Equipment due to any or all of the following: (i) any of the Customer's employees failing to abide by BT's or your virus protection policy; (ii) the Customer omitting to implement a virus protection policy.

## Section F - Data Processing

This section supplements the data provisions as set out in the governing agreement and may be called the “**Data Processing Annex**” in the governing agreement:

### 14. DURATION OF THE PROCESSING OF PERSONAL DATA

**14.1** BT will Process the Customer Personal Data for the Service for as long as BT provides the Service and for as long as BT may be required to Process the Customer Personal Data in accordance with applicable laws.

### 15. THE NATURE AND PURPOSE OF THE PROCESSING OF PERSONAL DATA

**15.1** BT will provide the Customer with managed devices and connections that enable connections between public clouds, the Customer’s WAN network and co-located services.

### 16. TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS

**16.1** The types of Customer Personal Data Processed the Sub-Processors or the Customer will be:

- 16.1.1** name;
- 16.1.2** business address;
- 16.1.3** telephone number (fixed/mobile);
- 16.1.4** Customer account number;
- 16.1.5** billing details; and
- 16.1.6** passwords.

This list is not exhaustive as the Customer will specify what Customer Personal Data is Processed.

**16.2** The Customer Personal Data will concern the following categories of Data Subjects:

- 16.2.1** Customer;
- 16.2.2** Customer employees and Users; and
- 16.2.3** any Data Subject (as controlled by the Customer).

This list is not exhaustive as the Customer will specify what Customer Personal Data is Processed.

## Section G – Defined Terms

For the purposes of this Service Schedule the following defined terms and abbreviations shall have the meaning ascribed to them:

“**Acceptance Test Period**” has the meaning given in Part B.

“**Acceptance Tests**” means those objective tests conducted by the Customer that when passed confirm that the Customer accepts the Service and that the Service is ready for use save for any minor non-conformities that will be resolved as an Incident in accordance with the Incident procedure set out in the Service Management Schedule.

“**Agreement**” means the governing agreement, this Schedule, any Order to this Schedule and any amendment made and agreed in writing to this Schedule.

“**Authorised User**” means Customer and Customer’s employees, consultants, contractors, and agents (i) who are authorised by Customer to access and use the Service under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Service has been purchased hereunder,

“**Business Hours**” means between the hours of 0800 and 1700 in a Business Day.

“**Connection**” has the meaning given to it in Part B.

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

“**Enabling Service**” has the meaning given in Part B.

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

“**Infrastructure Devices**” are devices (i.e. firewalls and SD WANs) ordered and managed by BT under separate terms and conditions that can be deployed as part of this Service.

“**Managed Devices**” are routers or other network devices that are ordered, deployed and managed by BT as part of this Service.

“**Non-resilient**” is where Managed and Infrastructure devices are deployed without a duplicate and equivalent device in a Site, or Connections between devices and destinations are deployed as single Connections. In the event that either a device or Connection breaks within the Site then a period of Service interruption will occur.

“**Operational Service Date**” has the meaning given to it in Part B.

“**Resilient**” is where duplicate Managed and Infrastructure Devices are deployed with identical configurations within a Site, with dual Connections between these devices and required destinations. Setup with one set of devices and Connections running in either a fully redundant configuration, or no more than 50% of traffic allocated to one set of devices, with dynamic configuration to move traffic to the alternate device in event of issue.

“**Service Catalogue**” is the document provided to the Customer which sets out the specific Managed Device and Connections the Customer can order.

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

“**Service Level**” means availability service level set out in this Part A.

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

“**Supplier**” means Equinix (UK) Limited.

“**Third-Party Products**” means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into, accessible through or available to purchase with, the Service.