

Private Cloud Shared Service Schedule

Part A – Service Terms

Section A Service Terms

1. SERVICE SUMMARY

- 1.1 BT's Private Cloud Shared Service is a fully managed service whereby BT will provide, manage and monitor the Customer's multi-tenanted virtual infrastructure as a service environment as set out in any applicable Order, 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,
- 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 terms relating to how BT manages the Service.
- 1.3 This Schedule will not apply for the provision of any other services provided by BT (including the Enabling Services) as such services will be governed by their separate terms and conditions.

2. MAINTENANCE, CHANGES AND SUSPENSION TO THE SERVICE

- 2.1 BT may carry out Planned Maintenance on the Service from time to time. BT will aim to inform the Customer at least seventy two (72) hours in advance.
- 2.2 BT may change the Service provided the performance and quality of the Service is not materially adversely affected. Prior to introducing any change to the Service BT shall provide the Customer with as much notice as is reasonably practicable. Such changes may include:
- 2.2.1 introducing or removing features of the Service; or
 - 2.2.2 replacing the Service with a materially equivalent Service.
- 2.3 BT may occasionally suspend the Service in an event of emergency and/or to safeguard the integrity and security of its network and/or repair or enhance the performance of its network. Where possible, BT shall inform the Customer without undue delay in advance. Where it is not possible to inform the Customer in advance of restriction or suspension of any affected Service BT shall explain as soon as is reasonably practicable afterwards why such restriction or suspension was required.

Section B Customer Obligations and related Additional Terms

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 without undue delay provide BT with any information or assistance reasonably required by BT to enable it to comply with Applicable Law and perform its obligations hereunder with respect to the Service;
 - 3.1.3 use the Incident reporting procedures notified to Customer by BT, and ensure that the Customer operational contact is available for all subsequent Incident management communications;
 - 3.1.4 ensure that the protocols, applications and equipment used by Customer are compatible with the Service;
 - 3.1.5 complete any preparation activities that BT may request to enable the Customer to receive the Service promptly and in accordance with any agreed timescales;

- 3.1.6** procure services that are needed to permit the Service to operate, including Enabling Services as defined in Part B, and ensure they meet the minimum technical requirements specified by BT;
- 3.1.7** where the Customer has provided its own or a third party Enabling Service, ensure and confirm to BT that the Enabling Service is working correctly before reporting Incidents to BT;
- 3.1.8** inform BT of any planned maintenance on any third party provided Enabling Service;
- 3.1.9** provide service assurance support to BT, where reasonably requested, to progress the resolution of Incidents for any BT equipment installed on an Enabling Service that is not being provided by BT;
- 3.1.10** in jurisdictions where an employer is legally required to make a disclosure to its Users and employees in relation to the Service:
 - (a)** inform Users (individually or via local workers councils depending on Applicable Law) that as part of the Service being delivered by BT, BT may monitor and report the use of any targeted applications;
 - (b)** ensure that Users have consented or are deemed to have consented to such monitoring and reporting (where such consent is legally required); and
- 3.1.11** be responsible for its Content and that of its Users (including any Content hosted by the Customer or any User on behalf of third parties).

4. CUSTOMER EQUIPMENT AND SITE REQUIREMENTS

4.1 The Customer will:

- 4.1.1** provide BT with any information reasonably required, including information in relation to health and safety and the environment, without undue delay, and the Customer will ensure that the information is accurate and complete;
- 4.1.2** monitor and maintain any Customer equipment connected to the Service or used in connection with a Service;
- 4.1.3** 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 connected using the applicable BT network terminating equipment, unless the Customer has BT's permission to connect by another means;
 - (b)** is adequately protected against viruses and other breaches of security;
 - (c)** will not harm or damage BT equipment, the BT Network, or a Suppliers' network or equipment; and
 - (d)** 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;
- 4.1.4** 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 the Acceptable Use Policy and the Customer is contacted by BT about such material, and redress the issues with the Customer equipment prior to reconnection to the Service.

5. PASSWORDS, AUTHORISED USERS AND SECURITY

- 5.1** The Customer is responsible for the proper use of any user names, personal identification numbers and passwords or similar used in conjunction with the Service, and the Customer will take all necessary



precautions to ensure that the foregoing are kept confidential, secure and not made available to unauthorised persons.

- 5.2** The Customer will distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service.
- 5.3** The Customer will promptly terminate access of any person who is no longer an authorised User.
- 5.4** The Customer will promptly inform BT 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.
- 5.5** The Customer will change any or all passwords or other systems administration information used in connection with the Service if BT asks Customer to do so in order to help safeguard ensure the security or integrity of the Service.
- 5.6** The Customer will not allow any specific user license to be used by more than one User unless it has been reassigned in its entirety to another User.

6. IP ADDRESSES, DOMAIN NAMES

- 6.1** Except for IP Addresses expressly registered in the Customer's name, all IP Addresses and Domain Names made available by BT with the Service will at all times remain BT's ownership or the ownership of BT's suppliers and are non-transferable.
- 6.2** All the Customer's rights to use BT IP Addresses or BT Domain Names will cease on termination or expiration of the Service.
- 6.3** The Customer warrants that they are the owner of, or are authorised by the owner of, the trade mark or name that the Customer wishes to use as Customer's Domain Name.
- 6.4** The Customer will pay all fees associated with registration and maintenance of the Customer's Domain Name, and will reimburse BT for any and all fees that BT pays to any applicable Regional Internet Registry, and thereafter pay such fees directly to the applicable Regional Internet Registry.

7. ADMINISTRATION RIGHTS

- 7.1** The Customer is responsible for administration of the resources and the content and use of the Virtual Machine templates created by the Customer. As a feature of the Service, the Customer may copy, delete, and create Virtual Machine Snapshots. The Customer is solely responsible for monitoring storage capacity and for deleting Virtual Machine Snapshots as needed. When administering resources, the Customer is responsible for determining the amount of resources to be allocated to individual Virtual Systems and for monitoring the resources used. BT shall not be liable for any performance issues, data loss, or other failure or service interruption due to the Customer's allocation of resources or which result from administration changes made by the Customer.

8. DATA BACKUPS.

- 8.1** The Customer shall maintain at least one current copy of Customer data separate and apart from these Services. The Customer is solely responsible for performing and testing Backups and restores as well as testing the Customer's systems and monitoring the integrity of the Customer data. The Customer may create a snapshot or Backup of Customer's Virtual Machines; however, the Customer is solely responsible for initiating any snapshot or Backup and testing to determine success and quality.

Section C Acceptable Use Policy

9. INTRODUCTION

- 9.1** The Customer acknowledges that it has read and agrees to be bound by and to ensure that any Users will comply with this Section C ("Acceptable Use Policy" or "AUP") and generally accepted Internet standards.

10. USE OF THE SERVICE

- 10.1** The Customer will not use the Service in breach of Applicable Law or in any way that is:
- 10.1.1** detrimental to any person or in a manner which violates or otherwise encroaches on the rights of others (including rights of privacy and free expression); and
 - 10.1.2** detrimental to the provision of services to the Customer or any other BT customer.
- 10.2** The Customer will not use the Service to intentionally take, or attempt to take, any action that could:
- 10.2.1** transfer files that are, contain or are made up of viruses, worms, Trojans, distributed denial of service, any back door or time-bomb or other harmful programmes or software designed to violate the security of BT, any other person or company; or
 - 10.2.2** prevent, block or obstruct access to any programme installed on, or data saved in, any computer or damage or harm the operation of any of these programmes or the reliability or accuracy of any of this data.
- 10.3** Unless agreed in writing with BT:
- 10.3.1** the Customer will only use the Services for the commercial and business purposes for which they have been designed; and
 - 10.3.2** the Customer will not modify, amend, change, reconfigure or otherwise repurpose all or any part of the Services for uses other than those pursuant to paragraph 10.3.1 above.
- 10.4** The Customer may provide or may have access to complementary templates which have not been ordered from the Service Options set out in Part B of this Schedule, from which new Virtual Machines can be created for use within the Customer environment. BT disclaims all representations and warranties in relation to any complementary template used for creation of a Virtual Machine, and BT provides no guarantee as to the serviceability, reliability, compatibility, or supportability of Virtual Machines created from such templates. Any support provided for these templates or Virtual Machines created from these templates is provided on an AS IS basis, unless provided by BT under separate terms and conditions.

11. USE OF MATERIALS

- 11.1** The Customer will not create, download, receive, store, send, publish, transmit, upload or otherwise distribute any material, including information, pictures, music, video or data, that is considered to be:
- 11.1.1** harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;
 - 11.1.2** promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;
 - 11.1.3** in breach of the intellectual property rights of BT or any other company or person, for example by using, distributing or copying protected or 'pirated' material without the express permission of the owner;
 - 11.1.4** in breach of the privacy or data protection rights of BT or any other person or company; or
 - 11.1.5** in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.
- 11.2** The Customer will ensure that all material that is derived from the machines or networks that it uses in connection with the Service is not in breach of this AUP.

12. SYSTEMS AND SECURITY

- 12.1** The Customer will not:
- 12.1.1** take any action that could:
 - (a)** damage, interfere with, weaken, destroy, disrupt, harm, violate, disable, overburden, overtake, compromise, hack into or otherwise adversely affect any computer system,



network or the internet access of the BT Network or network of any other person or company; or

- (b) adversely affect or tamper with BT's security, the BT Network or any system or security network that belongs to any other person or company.

- 12.1.2 access any computer system or network belonging to any person or company for any purpose without permission, including to probe, scan or test the security of a computer system or network or to monitor data traffic;
- 12.1.3 connect the BT Network to machines, equipment or services that do not have adequate security protection or that are able to be used by others to carry out conduct that is not allowed by this AUP; or
- 12.1.4 collect, take or harvest any information or data from any BT services, BT's system or network or attempt to undermine any of BT's servers or systems that run BT services.

Section D Compliance and Regulation

13. EXPORT OF CONTENT USING CLOUD SERVICES

- 13.1 The Service comprises of a cloud service that utilises software and technology that may be subject to export control laws of various countries. The Customer is solely responsible for any compliance related to the way the Customer uses the Service and the location the Service is used including access by Users to the Service and for the Customer's Content transferred or processed using the Service, including any publication of such Content.

Section E Charges, Subscription Term and Termination

14. CHARGES

- 14.1 The Customer will pay the Charges for the Service and any optional features (including upgrades and re-configuration) as specified in the Order.
- 14.2 In addition to the Charges set out in the Order, the Customer may be liable for the following additional Charges:
 - 14.2.1 Charges for (de-)commissioning the Service outside of Business Hours;
 - 14.2.2 Charges for expediting provision of the Service at Customer's request after BT has informed Customer of the delivery date;
 - 14.2.3 Charges for investigating Customer reported Incidents where BT finds no Incident or that the Incident is outside the Service Management Boundary;
 - 14.2.4 Charges for restoring Service if the Service has been suspended by BT in accordance with the terms of the Governing Agreement; and
 - 14.2.5 Charges per element re-configured after the Operational Service Date must be agreed and documented in a new Order.

15. TERM AND TERMINATION

- 15.1 This is a pay-as-you-go Service which means the Customer may terminate the Service at any time without any liability to pay termination Charges.

16. END OF SERVICE

- 16.1 On termination of the Service, Customer will:
 - 16.1.1 retrieve all Customer data from the Service;



- 16.1.2 provide BT with all assistance necessary to remotely decommission all network and applications supporting the Service at each customer Site(s);
- 16.1.3 return to BT the software or intellectual property provided by BT and all copies of such.
- 16.2 On termination of the Service BT will:
 - 16.2.1 provide configuration information relating to the Service provided at the Site(s) in a format that BT reasonably specifies;
 - 16.2.2 decommission all network and applications supporting the Service at each Customer Site(s);
 - 16.2.3 where permitted under applicable mandatory law, delete any Content, including stored logs or any configuration data relating to BT's management of the Service;

Section F Service Levels and Service Credits

17. INTRODUCTION

- 17.1 BT will use its reasonable endeavours to achieve the service levels ("**Service Levels**") applicable to the Service. If BT fails to achieve the Service Levels, the Customer may claim associated service credits ("**Service Credits**").
- 17.2 Service Levels only apply to events occurring within the Service Management Boundary.
- 17.3 Service Credit calculations and payments will be based on monthly recurring Site Charges, unless stated to the contrary in the Order.

18. SERVICE AVAILABILITY SERVICE LEVEL

- 18.1 There is only one available Service Level category for this Service ("**Site Service Level Category**"). The Site Service Level Category and the associated service availability metrics are set out in the table below.
- 18.2 With reference to the table below, the Site Service Level Category has an Annual Service Availability Target which will be used to calculate service availability downtime ("**Service Downtime**"). Service Downtime only occurs in the event of a Priority 1 outage of the Service at a Site, caused by a Qualifying Incident. BT will measure Service Downtime for each properly reported Qualifying Incident and will keep a record of cumulative Service Downtime by Site, in units of full minutes, for each month.
- 18.3 Service Downtime is measured from when a Qualifying Incident is opened on BT's incident management system and ends when BT clears the Qualifying Incident. The Customer will be given an Incident ticket number for each such reported Qualifying Incident. BT will inform the Customer when the Qualifying Incident is cleared, and will close the Incident ticket when either the Customer confirms within 20 minutes that the Qualifying Incident is cleared, or BT has attempted and failed to contact the Customer and the Customer does not respond within 20 minutes. If the Customer confirms that the Qualifying Incident is not cleared within 20 minutes of being so informed, the Incident ticket will remain open, and the Service Downtime calculation will be so adjusted.
- 18.4 Service Downtime will be suspended outside of Business Hours, unless otherwise specified on the Order.

Annual Service Availability Target	Maximum Annual Service Downtime	Monthly Standard Service Credit Start Point	Service Credit Interval	Standard Service Credits for each started Service Credit Interval	Elevated Service Credits
≥ 99.50%	43 hours	9 hours	Per started hour	4% of MRC	4% of MRC

18.5 Service Availability Service Credits.

- 18.5.1 When there is a Qualifying Incident(s) and the cumulative Service Downtime in a month at a Site exceeds the Monthly Standard Service Credit Start Point (but does not exceed the Maximum Annual Service Downtime), the Customer may claim Standard Service Credits. Service Credits will

be four (4) per cent of the Monthly Recurring Charges ("MRC") for the impacted Service, per started Service Credit Interval above the Monthly Standard Service Credit Start Point. By way of a worked example: a Qualifying Incident with a Service Downtime of 12 hours and 10 minutes would incur 4x4% of the MRC for the impacted Service (four started Service Credit Intervals above the 9-hour Monthly Service Credit Start Point).

- 18.5.2** Elevated Service Credits shall apply if the cumulative Service Downtime at a Site in any rolling 12-month period exceeds the Maximum Annual Service Downtime. Elevated Service Credits shall apply to the entire Service Downtime of the Incident which triggered the breach of the Maximum Annual Downtime. The Customer may claim for each started Service Credit Interval at the percentage of MRC for the Service shown in the table above. Elevated Service Credits will remain for any further periods of Service Downtime until the Maximum Annual Service Downtime in a rolling 12 month period is no longer exceeded. Whilst Elevated Service Credits apply, Standard Service Credits and the Standard Service Credit Start Point will not apply. By way of a worked example: Qualifying Incidents with Service Downtime of 28 hours in May and 17 hours in November would mean the Service Downtime in November would cause a breach of the Maximum Annual Service Downtime target of 43 hours. Elevated Service Credits will apply in November at a rate of 17x4% of the MRC for the impacted Service. The Elevated Service Credits shall apply if there are any additional periods of Service Downtime until the 43-hour Maximum Annual Service Downtime is no longer breached in a rolling 12-month period. Assuming there are no further Qualifying Incidents, this would be May of the following year, when the cumulative Service Downtime for the previous 12 months would drop to 17 hours.

19. GENERAL SERVICE CREDIT EXCLUSIONS

19.1 Only measurements carried out by BT will be used in the calculation of Service Credits.

19.2 Service Levels and/or Service Downtime will be excluded:

- 19.2.1** where the acts or omissions of the Customer or any third party (excluding BT's suppliers) lead to BT not being able to provide all or part of this Service; e.g. the Customer does not provide access, delays providing access or denies permission for BT or its agents and third parties, acting on BT's behalf, to implement the Service or carry out necessary repairs to the Service;
- 19.2.2** if a third party Enabling Service is not connected or functioning, a fault on the Customer's network, the Customer's Equipment (including configuration) or on any third-party software or service not provided and/or managed by BT under the terms of this Schedule;
- 19.2.3** for any faults caused by the Customer's use or management of the Service;
- 19.2.4** if BT is awaiting information from the Customer or awaiting confirmation by the Customer that the Service has been restored;
- 19.2.5** for any Qualifying Incident not reported in accordance with the incident reporting procedures notified by BT to the Customer or where Priority 1 trouble tickets are opened erroneously;
- 19.2.6** for any cause beyond BT's reasonable control as set out in the Governing Agreement or this Schedule;
- 19.2.7** during any period of Planned Maintenance or agreed changes on the Service by BT unless the service outage time exceeds the time estimation communicated to the Customer;
- 19.2.8** during any period of maintenance by the Customer or its third party on Customer equipment, third party software or third party services not provided and/or managed by BT under the terms of this Schedule;
- 19.2.9** during any trial period of the Service; and
- 19.2.10** if the Service is suspended due to Customer's breach of its obligations under the Governing Agreement.

19.3 General Service Credit Limitations

- 19.3.1** Service Credits for all Service Levels will be aggregated and cannot exceed 100% of the cumulative monthly recurring Charges.
- 19.3.2** To qualify for Service Credits, and before any Service Credits can be applied, the Customer must, subject to paragraph 19.1, make a claim within 25 days after the end of the month in which the Service underperformed or where a longer time period is required by mandatory local law then the shortest period that can be applied.
- 19.3.3** Service Credits will be :
- (a)** paid by deduction from the Customer's invoice within two (2) billing cycles of a claim being received; or
 - (b)** following termination of the Service where no further invoices are due to be issued by BT, paid by BT within two months of a claim being received.

Section G Data Protection

This section supplements the data provisions that may be set out in the Governing Agreement:

20. DURATION OF THE PROCESSING OF PERSONAL DATA

- 20.1** 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.

21. THE NATURE AND PURPOSE OF THE PROCESSING OF PERSONAL DATA

- 21.1** The nature and purpose of the Processing of Customer Personal Data by BT includes:
- 21.1.1** as requested by the Customer and captured in the design, BT may be asked to store Customer Personal Data in BT's or Supplier's infrastructure located in BT's or Supplier's data centres or in Supplier's infrastructure located in Customer provided location;
 - 21.1.2** to enable BT to provide billing, technical support, offer consultancy, expertise and training on cloud infrastructure, deliver proactive monitoring and gather telemetry for support.

22. TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS

- 22.1** The types of Customer Personal Data Processed by BT or its Sub-Processors or the Customer will be:
- 22.1.1** Customer ID;
 - 22.1.2** Customer records (products purchased, service queries, complaints, service faults, equipment provided, etc.);
 - 22.1.3** Notes (free text);
 - 22.1.4** Business contact details;
 - 22.1.5** Coarse location data;
 - 22.1.6** Content of communications;
 - 22.1.7** Precise location data;
 - 22.1.8** IP address;
 - 22.1.9** Traffic data; and
 - 22.1.10** Individual contact details (name, phone number, email, address).
- This list is not exhaustive as the Customer will specify what Customer Personal Data is Processed.
- 22.2** The Customer Personal Data will concern the following categories of Data Subjects:
- 22.2.1** Customer's end users or third parties; and
 - 22.2.2** Customer's employees, directors and contractors.



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

Section H Defined Terms and Abbreviations

For the purposes of this Schedule defined terms and abbreviations shall have the meaning ascribed to them within the body of the Schedule or below:

“Acceptance Test Period” has the meaning given in paragraph 6.1 of Part B – the Service Description.

“Acceptable Use Policy” means the policy as set out at Part A, Section C.

“Acceptance Tests” means those objective tests conducted by the Customer that when passed confirm that the Customer has accepted the Service and that the Service is ready for use save for any minor non-conformities that will be resolved as an Incident.

“Add-On Service” means an additional product or service purchased by the Customer from Rackspace to enhance, add to, or modify specific, identifiable Services or deliverables.

“Agreement” means the Governing Agreement, this Schedule, the Order and any additional Annexes.

“API” means the Application Programming Interface which enables the Customer to manage the Service through an Application.

“Application” means a software program designed to carry out operations for specific tasks.

“Availability” means the period of time when the Private Cloud Shared Service is functioning.

“Availability Downtime” means the period of time during which an Incident exists as measured by BT in accordance with paragraph 17.2.

“Availability Service Credit” means the Service Credit available for a failure to meet the Availability Service Level, as set out in paragraph 17.1.

“Availability Service Level” has the meaning given in in paragraph 17.1.

“Availability Zone(s)” also known as **“AZ”** means the configuration of hardware and software to create a platform where the Virtual Machines are deployed.

“Backup” means the process of making copies of data or data files to use in the event the original data or data files are lost or destroyed.

“BT Network” means the communications network owned or leased by BT and used to provide the Service.

“Business Day” means generally accepted working days at the locality of the Site, excluding any national or bank holidays.

“Business Hours” means between the hours of 0800 and 1700 in a business day at the locality of the specific Site.

“Business Support System” comprises of software applications that support customer-facing activities i.e. billing, order management, customer relationship management and call center automation.

“Cloud” means the delivery of computing and storage capacity as a service to a heterogeneous community of end-recipients or Customers.

“CMS Portal” means the BT’s Business Support System where the Customer will have an account for provisioning of services and view usage information with regards to the service availed.

“Computing Elements” means the computing elements of the Customer’s Virtual Machine including, but not limited to, storage, networking, processing capacity and reporting.

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

“Domain Name” means a readable name on an internet page that is linked to a numeric IP Address.

“Governing Agreement” means the master terms and conditions which govern this Schedule.



“Hypervisor” means a hardware virtualization technique that allows multiple guest operating systems (“OS”) to run on a single host system at the same time. The guest OS shares the hardware of the host computer such that each OS appears to have its own processor, memory and other hardware resources.

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

“IP Address” means a unique number on the internet of a network card or controller that identifies a device and is visible by all other devices on the internet.

“Manage Services” means Virtual Machine manage services that proactively monitors and manages the Customer environment limited to Virtual Machine against a clearly defined service level agreement.

“Open Source Software” means software BT has distributed to the Customer that is licensed under a separate open source licence.

“Operating Systems” means a set of software that manages computer hardware resources and provides common services for computer programs.

“Operational Service Date” means the date upon which the Service is made operationally available to the Customer at a Site and may be called the “Service Start Date” in some Governing Agreements.

“Onboarding Documentation” means articles, training, and other documentation that provide instructions on setup and use of the Private Cloud Shared Services.

“Org VDC” means Organization Virtual Data Center, a subset of compute and storage resources allocated from a single Organization quota and assigned logical network isolation.

“Organization” means the fundamental, grouping that contains users, application containers, and resources for Customer's use.

“Planned Maintenance” means scheduled maintenance that is planned in advance.

“Priority 1” means a Qualifying Incident which cannot be circumvented and which also constitutes a complete loss of the Service.

“Qualifying Incident” means any Incident affecting the Service within the Service Management Boundary, with the exception of Incidents caused by:

- The measurement of Service unavailability starts when the BT Supplier acknowledges the Customer's Incident report.
- modifications or alterations to the Service made by Customer, or by BT in accordance with Customer's instructions;
- Planned Maintenance;
- network configurations that BT did not approve;
- incidents that have been reported but BT cannot confirm that an incident exists after performing tests; or
- Customer requests BT to test the Service at a time when no incident has been detected or reported.

“Regional Internet Registry” means an organisation that manages the allocation and registration of internet number resources within a particular region of the world. Internet number resources include IP Addresses and autonomous system (“AS”) numbers.

“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 Option Catalogue” means the file which shows the options available to the Customer when completing an online Order as set out in paragraph 1.1.3 Part B – the Service Description.

“Software” means any software in object code format only, and related documentation (whether on tangible or intangible media) that BT provides to the Customer as part of a Service. It includes any embedded software, but it excludes Open Source Software.

“Site” means the physical Customer site to which the Service will be provided. Such Site may be Customer or third party owned.



“SLA Year” means the 8760 hours which starts on the Operational Service Date of each Site and ends 365 days later; thereafter the SLA Year will be the most recent twelve (12) months in which the Service is provided.

“Supplier” means Rackspace Technology or any other third party supplier that BT employs to provide all or part of the Service.

“Template(s)” are used to create a Virtual Machine with a specific Operating System build. The choice of Operating Systems will be displayed in the Portal for the Customer to select. They may have been originally created by the Customer directly from an ISO image.

“Virtual Machine” means a self-contained operating system that functions as a separate server.

“Virtual Machine Snapshot” means the file-based data capture of the state, disk data, and configuration of a Virtual Machine at a specific point in time.

“Virtual Systems” means any virtual machines, instances or appliances (such as firewalls and load balancers) provisioned within the Service.