



Non-China Touching Amazon Web Services (AWS) Schedule to the General Terms

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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 – Amazon Web Services

1 SERVICE SUMMARY

BT will provide the Customer with a cloud based services platform, offering computing power, storage and content management functionalities comprising the Standard Service Components up to the point of the Service Management Boundary as set out in Paragraph 3 (“**AWS Service**”). For the avoidance of doubt, AWS Service will not be provided in the People’s Republic of China.

2 STANDARD SERVICE COMPONENTS

BT will provide the Customer 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 AWS Service

Access to the AWS Management Console through which the Customer can order, access and use AWS Components.

2.2 CMS

BT will grant the Customer access to the CMS which will:

2.2.1 allow the Customer to register and provide log on details for Users;

2.2.2 provide the Customer with a reporting and management tool that:

- (a) shows details of the AWS Components that are being utilised;
- (b) provides the Customer with usage reports detailing which Users are using which AWS Components; and
- (c) provides the Customer with financial and billing information based on the Customer’s Usage Charges for the AWS Service.

2.3 Service Desk

BT will provide the Customer with 24x7x365 access to a Service Desk which will provide first line support for fault reporting and enquiries with the AWS Service.

3 SERVICE MANAGEMENT BOUNDARY

3.1 BT will provide and manage the AWS Service in accordance with Parts B and C of this Schedule and up to the point where the CMS connects to the AWS Management Console, as set out in any applicable Order (“**Service Management Boundary**”).

3.2 BT is not responsible for the operation and management of the AWS Management Console or any of the AWS Components.

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

4 ASSOCIATED SERVICES

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

4.1.1 an Access Line and internet service with sufficient bandwidth to enable the Customer to access and use the AWS Service,
 (“**Enabling Service**”).

4.2 If BT provides the Customer with any services other than the AWS 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.

4.3 If the Customer is required by Applicable Law to purchase the AWS Service from a third party supplier, BT will manage the AWS Service as the Customer’s agent. The Customer 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 the Customer with the AWS Service until BT or the Customer terminates the AWS Service in accordance with this Contract (“**Term**”).

5.2 Notice to Amend

5.2.1 BT may propose changes to this Schedule or the Charges (or both) by giving the Customer 30 days’ Notice (“**Notice to Amend**”).

5.2.2 Within 21 days of any Notice to Amend, the Customer will provide BT Notice:

- (a) agreeing to the changes BT proposed, in which case those changes will apply within 30 days;
- (b) requesting revisions to the changes BT proposed, in which case BT and the Customer will enter into good faith negotiations and, if agreement is reached, the agreed changes will apply within 30 days; or
- (c) terminating the Contract on 180 days’ notice.

5.2.3 If BT and the Customer have not reached agreement in accordance with Paragraph 5.2.2(b), the terms of this Schedule will continue to apply unless the Customer gives Notice in accordance with Paragraph 5.2.2(c) or BT may give Notice of termination, in which case BT will cease delivering the AWS Service at the end of the 180 day notice period.

5.3 Termination for Convenience

For the purposes of Clause 17 of the General Terms, at any time after the Service Start Date and without cause:

5.3.1 BT may terminate the AWS Service by giving the Customer 150 days’ Notice; and

5.3.2 The Customer may terminate the AWS Service by giving BT 180 days’ Notice.

5.4 Access to Customer Content and Service Offerings

If BT becomes aware that the Customer is in violation of any of the Customer’s obligations in this Contract, including those listed in Paragraph 7.2.11 to Paragraph 7.2.14 inclusive, BT will immediately terminate the Customer’s, or any End User’s, access to the Customer Content and the Service Offerings.

5.5 Customer Committed Date

5.5.1 If the Customer requests a change to the AWS Service or any part of the AWS Service, then BT may revise the Customer Committed Date to accommodate that change.

5.5.2 BT may expedite delivery of the AWS Service for operational reasons or in response to a request from the Customer, but this will not revise the Customer Committed Date.

5.6 Access to Emergency Services

BT will not provide the ability for Users to call the emergency services and the Customer will make alternative arrangements for Users, including the maintenance of a fixed telephone number.

5.7 Licence

5.7.1 BT grants the Customer a limited, revocable, non-exclusive, non-sub licensable, non-transferrable licence to:

- (a) use the AWS Service for the Customer’s own internal business purposes; and
- (b) in accordance with the terms of this Contract, (“**Licence**”).

5.7.2 The Customer will not:

- (a) modify, alter with, repair or otherwise create derivative works of any Software (except where any AWS Components are provided under separate licence that expressly permits the creation of derivative works);
- (b) reverse engineer, disassemble or decompile the AWS Service or apply any other processes or procedures to derive the source code of any Software;
- (c) access or use the AWS Service in a way intended to avoid incurring Charges or exceeding any usage limits or quotas; and
- (d) resell or sublicense the AWS Service.

5.8 EULA

5.8.1 BT will only provide the AWS Service if the Customer has entered into the end user licence agreement with the Supplier in the form set out at <https://s3-us-west-2.amazonaws.com/legal-reseller/AWS+Reseller+Customer+License+Terms.pdf>, as may be amended or supplemented from time to time by the Supplier (“**EULA**”).

- 5.8.2 The Customer will observe and comply with the EULA for any and all use of the applicable Software.
- 5.8.3 In addition to what it says in Clause 15 of the General Terms, if Customer does not comply with the EULA, BT may restrict or suspend the AWS Service and:
- (a) the Customer will continue to pay the Charges for the AWS Service until the end of the Term; and
 - (b) BT may charge a re-installation fee to re-start the AWS Service.
- 5.8.4 The Customer will enter into the EULA for the Customer's own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in the EULA are between the Customer and the Supplier and the Customer will deal with the Supplier in respect of any loss or damage suffered by either of the Customer as such loss or damage will not be not enforceable against BT.
- 5.8.5 Where the EULA is presented in a 'click to accept' function and the Customer requires BT to configure or install Software on the Customer's behalf, BT will do so as the Customer's agent and bind the Customer to the EULA.

5.9 Invoicing

- 5.9.1 Unless set out otherwise in any applicable Order, BT will invoice the Customer for the following Charges in the amounts set out in any applicable Order:
- (a) Recurring Charges, except Usage Charges, for any period where the AWS Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
 - (b) Usage Charges, monthly in arrears on the first day of the relevant month, calculated at the then current rates; and
 - (c) any Termination Charges incurred in accordance with Paragraph 5.10 upon termination of the relevant Service.
- 5.9.2 BT may invoice the Customer for any of the following Charges in addition to those set out in any applicable Order:
- (a) Charges for investigating Incidents that the Customer reports 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 AWS Service in accordance with Paragraph 8.2 outside of Business Hours;
 - (c) Charges for expediting provision of the AWS Service at the Customer's request after BT has informed the Customer 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 BT and the Customer.

5.10 Termination Charges

- 5.10.1 If the Customer terminates the Contract or the AWS Service for convenience in accordance with Clause 17 of the General Terms, the Customer 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; and
 - (c) any charges reasonably incurred by BT from a supplier as a result of the early termination.
- 5.10.2 BT will refund to the Customer any money the Customer has paid in advance after deducting any Charges or other payments due to BT under the Contract.

5.11 PCI DSS Compliance Obligations

- 5.11.1 BT will only be responsible for ensuring PCI DSS compliance for the provision of the AWS service under this Contract.
- 5.11.2 BT will not be responsible for ensuring PCI DSS compliance for any other element or service outside of the Service Management Boundary.
- 5.11.3 The Customer will indemnify BT for any Claims, losses, costs or liabilities that it incurs as a result of the Customer storing, processing or transmitting data that is subject to PCI DSS.

5.12 Third Party Claims

- 5.12.1 The Customer will indemnify BT against any claims, damages, losses, liabilities, costs and expenses (including reasonable legal fees) arising out of or in relation to any third party claim concerning:
- (a) the Customer's use of the AWS Service, except to the extent authorised by BT under this Contract;
 - (b) the Customer's failure to comply with any terms, obligations, representations or warranties under this Contract;
 - (c) the Customer's breach any law, rule, regulation or Applicable Laws in relation to this Contract;

- (d) the infringement or misappropriation of any intellectual property rights of any third party due to the Customer's breach of this Contract;
- (e) the Customer's breach of any of the AWS Policies; and
- (f) any dispute between BT and the Customer that is settled in favour of BT in accordance with the Clause 24 of the General Terms.

5.12.2 The Customer's total liability under this Paragraph 5.12 is unlimited and is not subject to the liability cap provisions set out in Clause 22.4 of the General Terms (as amended by this Schedule).

5.13 Transition of Services

If this Contract is terminated for whatever reason, the Customer will work with BT and the Supplier to develop a transition plan (including a schedule for transition) and ensure the orderly and seamless migration of the Services from BT to the Supplier or another third party approved by the Supplier, as applicable.

5.14 Data Protection

5.14.1 In respect of any Personal Data Processed through the AWS Service:

- (a) the Customer will be Controller; and
- (b) the Supplier will act as Processor.

5.14.2 BT will share the following Personal Data with the Supplier so that the Supplier can:

- (a) verify the Customer is a BT customer and that the Customer and the Customer's End Users are authorised to use the AWS Service;
- (b) enforce the EULA;
- (c) identify any misuse or suspected misuse of the AWS Service; and
- (d) monitor accounts and transition the AWS Service to another authorised provider of the AWS Service in accordance with Paragraph 5.13;
 - (i) name of each End User;
 - (ii) telephone number, email address and other contact details of each End User; and
 - (iii) city, state/region, country and zip/postal code of each End User;

5.14.3 Clause 14 of the General Terms will apply to the processing of the Personal Data in Paragraph 5.14.2 to the extent that BT is Controller.

5.15 Amendments to the General Terms

5.15.1 A new Clause 15.1.6 is included:

'if the Supplier removes or alters any Service for such period as may be required by the Supplier'

5.15.2 Clause 15.3 is deleted and replaced with the following:

'If BT restricts or suspends a Service for any of the above reasons it will let you know beforehand as soon it reasonably can except where any of the following events occur where BT may restrict or suspend the Service immediately:

- (a) to address an emergency or threat to the security or integrity of any Service, the Supplier or third party;
- (b) your use of any Service may adversely impact any Service, systems or Content of any other customers of any Service;
- (c) you are in breach of the Supplier's acceptable use policy that is applicable to your use of the Services;
- (d) in response to claims, litigation or loss of license rights related to any third party intellectual property rights;
- (e) your use of the Services may subject BT or any third party to any liability;
- (f) in any territory or country where the Supplier determines it is necessary to comply with any law or where the Supplier no longer permits the resale of the Services; and
- (g) to comply with the laws or requests of any government entity.

5.15.3 Clause 18.1 is deleted and replaced with the following:

'materially breaches the Contract and, where it is possible, they do not put the situation right within 30 days after Notice of their breach except in the case of the Customer's non-payment of any sums or Charges under the Contract where the Customer's remedy period is within 15 days after Notice of breach;'

5.15.4 A new Clause 19.3 is included as follows:

'Neither of BT nor the Customer will be liable for any delay or failure to perform any obligation in the Contract where the delay or failure is a result of a Force Majeure Event'.

- 5.15.5 Clause 22.4 is deleted and replaced with the following:
'Other than for those matters set out in Clause 22.2 and Clause 22.5, in relation to each Service, the total liability of either of us, regardless of how that liability arose, and regardless of the number of claims, under or in connection with the Contract, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, will be limited to the greater of:
22.4.1 £100,000; and
22.4.2 an amount equal to the Charges that were paid or payable by the Customer, or would have been paid or payable by the Customer had the incident not occurred, for the previous six months before the liability arose.'
- 5.15.6 The definition of 'Force Majeure Event' is extended as follows:
'; electrical or power outage, utilities or telecommunications failure'
- 5.15.7 A new definition of 'Supplier' is included as follows:
'means Amazon Web Services, Inc. of 410 Terry Avenue North, Seattle, WA 98109-5210.'

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 AWS Service, BT will provide the Customer with contact details for the Service Desk.

6.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 6.2.1 configure the AWS Service;
- 6.2.2 conduct a series of standard tests on the AWS Service to ensure that it is configured correctly; and
- 6.2.3 connect the AWS Service to each Enabling Service.

6.3 During Operation

On and from the Service Start Date, BT:

- 6.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with Part C of the Contract or if the Customer reports an Incident on the BT Network;
- 6.3.2 may carry out Maintenance from time to time and will use reasonable endeavours to inform the Customer at least five Business Days before any Planned Maintenance on the AWS Service, BT Network, BT Equipment or Purchased Equipment, however, BT may inform the Customer with less notice than normal where Maintenance is required in an emergency; or
- 6.3.3 may, in the event of a security breach affecting the AWS Service, require the Customer to change any or all of Customer's passwords.

6.4 The End of the Service

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

- 6.4.1 will provide configuration information relating to the AWS Service provided at the Site(s) in a format that BT reasonably specifies; and
- 6.4.2 subject to Paragraph 7.3.1(b), will delete any Content.

7 CUSTOMER'S OBLIGATIONS

7.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the AWS Service, the Customer will:

- 7.1.1 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:
 - (a) inform the Customer's Users that as part of the AWS Service being delivered by BT, BT may monitor and report to the Customer the use of any targeted applications by them;
 - (b) ensure that the Customer's 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 the Customer to comply with this Paragraph 7.1.1, the Customer will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to the Customer's failure to comply with this Paragraph 7.1.1.
- 7.1.2 ensure that the LAN protocols and applications the Customer uses are compatible with the AWS Service.

7.2 During Operation

On and from the Service Start Date, the Customer will:

- 7.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 7.2.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between BT and the Customer, and is available for all subsequent Incident management communications;
- 7.2.3 monitor and maintain any Customer Equipment connected to the AWS Service or used in connection with the AWS Service;
- 7.2.4 ensure that any Customer Equipment that is connected to the AWS Service or that the Customer uses, directly or indirectly, in relation to the AWS Service is:

- (a) connected using the applicable BT Network termination point, unless the Customer has BT's permission to connect by another means;
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the AWS 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;
- 7.2.5 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 AWS Service;
- 7.2.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the AWS Service;
- 7.2.7 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;
- 7.2.8 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the AWS 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 AWS 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 AWS Service if BT requests the Customer to do so in order to ensure the security or integrity of the AWS Service.
- 7.2.9 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 the Customer will ensure the prior User will no longer have any right to access or use the AWS Service;
- 7.2.10 inform BT within five Business Days if the number of Users increases by more than 5 per cent from the number of Users as set out in any applicable Order and, in these circumstances, or if BT can demonstrate by management reports that the number of Users exceeds that limit, BT may increase the Charges proportionately;
- 7.2.11 ensure that the Customer's use of any Customer Content, Customer Submissions or Service Offerings, does not violate:
- (a) the AWS Acceptable Use Policy;
 - (b) AWS Policies; or
 - (c) Applicable Laws.
- 7.2.12 be responsible for the development, content, operation, maintenance and use of Customer Content and Customer Submissions including, but not limited to:
- (a) the technical operation of Customer Content;
 - (b) ensuring that any calls made on the AWS Service are compatible with then current application programme interfaces for that particular Service;
 - (c) any claims relating to Customer Content or Customer Submissions; and
 - (d) properly handling and processing notices that are sent to the Customer or the Customer's Affiliates by any person claiming that Customer Content or Customer Submissions violate such person's rights including notices pursuant to the Digital Millennium Copyright Act.
- 7.2.13 be responsible for properly configuring and using the Service Offerings and taking steps to maintain appropriate security, protection, and backup of Customer Content which may include use of encryption technology to protect Customer Content from unauthorized access and routine archiving of Customer Content;

7.2.14 ensure that any Supplier log-in credentials and private keys generated by the Ancillary Services are for the Customer's internal use only and the Customer may not sell, transfer, sub-licence them to any other entity or person, except that the Customer may disclose its private key to its agents and subcontractors performing work on behalf of the Customer; and

7.2.15 ensure that the AWS Service will not be used in the People's Republic of China.

7.3 The End of the Service

7.3.1 On termination of the AWS Service by either of us, the Customer will:

- (a) disconnect any Customer Equipment from BT Equipment located at the Site(s);
- (b) if the Customer require any AWS Content to be returned to the Customer :
 - (i) notify BT on or before the last day of the AWS Service of what Content the Customer wishes to be returned to the Customer ; and
 - (ii) follow all instructions that BT notifies the Customer of.

7.3.2 BT may charge the Customer a fee for the return of any AWS Content.

7.3.3 BT will not be able to return AWS Content if:

- (a) it is prohibited by law or any order of any governmental or regulatory body;
- (b) may subject the Supplier to any liability; or
- (c) there are any sums or Charges outstanding.

7.3.4 Notwithstanding Paragraph 7.3.3, BT does not guarantee that it will be able to return any AWS Content to the Customer and BT will not be liable for any failure to do so.

8 NOTIFICATION OF INCIDENTS

Where the Customer becomes aware of an Incident:

8.1 the Customer Contact will report it to the Service Desk;

8.2 BT will give the Customer a Ticket;

8.3 BT will inform the Customer when it believes the Incident is cleared and will close the Ticket when:

8.3.1 the Customer confirms that the Incident is cleared within 24 hours after having been informed; or

8.3.2 BT has attempted unsuccessfully to contact the Customer , in the way agreed between BT and the Customer in relation to the Incident, and the Customer has not responded within 24 hours following BT's attempt to contact the Customer .

8.4 If the Customer confirms 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.

8.5 Where BT becomes aware of an Incident, Paragraphs 8.2, 8.3 and 8.4 will apply.

Part C – Service Levels

9 SERVICE LEVELS

- 9.1 BT will provide the Customer with the AWS Service Levels.
- 9.2 As directed by the Supplier, BT may add to, change or discontinue any or all of the AWS Service Levels from time to time.
- 9.3 If BT is required to add to, change or discontinue the AWS Service Levels in accordance with Paragraph 9.2, BT will provide the Customer with as much Notice as it is reasonably able to.
- 9.4 The Customer must submit any claims for Service Credits payable under the AWS Service Levels within 45 days of the Qualifying Incident occurring by providing details of the reason for the claim and any other information that BT requests.
- 9.5 Any failure by the Customer 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 the Customer's request for Service Credits to the Supplier for approval and once the Supplier has approved the Customer's request for Service Credits, BT will issue the Customer with the applicable Service Credits by deducting those Service Credits from the Customer's invoice within two billing cycles of the request being received.
- 9.7 AWS Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 9.8 The AWS Service Levels under this Schedule will not apply:
 - 9.8.1 in the event that Clause 8, Clause 15.3 (as amended by this Schedule) or Clause 23 of the General Terms applies; or
 - 9.8.2 during any trial period of the AWS 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 the Customer to find the definitions when reading this Schedule.

“Access Line” means a Circuit connecting the Site(s) to the BT Network or POP.

“AWS Acceptable Use Policy” means the policy currently available at <http://amazon.com/aup>, as it may be updated by the Supplier from time to time.

“AWS Components” means the Support Plans, functionalities, applications and tools that the Supplier hosts on the AWS Management Console. The current available AWS Components are found at <https://s3.amazonaws.com/Reseller-Program-Legal-Documents/Authorized+AWS+Services.pdf> or any other address that BT or the Supplier notifies the Customer of.

“AWS Content” means Content that the Supplier or any of the Supplier’s Affiliates makes available to Customer in connection with the AWS Service or on the AWS Site to allow access to and use of the AWS Service, including web services description language, AWS Documentation, sample code, software libraries, command line tools and other related technology but excluding the AWS Service and any Content of a third party that is made available to the Customer in conjunction with the AWS Service or by any third party on the AWS Site.

“AWS Documentation” means the developer guides, getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications for the AWS Service located at <http://aws.amazon.com/documentation> as such documentation may be updated by AWS from time to time.

“AWS Management Console” means the Supplier owned and managed web interface to the cloud based infrastructure platform from where the Customer can order, access and use the AWS Components.

“AWS Marks” means any trademarks, service marks, service or trade names, logos, and other designations of the Supplier or the Supplier’s Affiliates that the Supplier may make available in connection with the AWS Service.

“AWS Policies” means the AWS Acceptable Use Policy, AWS Terms of Use, AWS Service Terms, AWS Trademark Use Guidelines, all restrictions described in the AWS Content and on the AWS Site and any other policy or terms referenced or incorporated into this Contract but does not include whitepapers or other marketing materials referenced on the AWS Site.

“AWS Service” has the meaning given in Paragraph 1.

“AWS Service Levels” means the service levels and service credits that the Supplier makes available to BT in relation to the AWS Components, currently listed at <https://aws.amazon.com/legal/service-level-agreements/> or any other address that the Supplier or BT makes the Customer aware of and as the Supplier may amend from time to time.

“AWS Service Terms” means the rights and restrictions for the AWS Service located at <http://aws.amazon.com/serviceterms> as may be updated by the Supplier from time to time.

“AWS Site” means <http://aws.amazon.com> any successor or related signed designated by the Supplier.

“AWS Terms of Use” means the terms of use located at <http://aws.amazon.com/terms/>, as may be updated by the Supplier from time to time.

“AWS Trademark Use Guidelines” means the guidelines and trademark license terms located at <http://aws.amazon.com/trademark-guidelines/>, as may be updated by the Supplier from time to time.

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

“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 the Customer).

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

“Circuit” means any line, conductor, or other conduit between two terminals by which information is transmitted, and that is provided as part of the AWS Service.

“CMS” means the compute management system which is an online portal that allows the Customer to manage the AWS Service and that is more particularly described in Paragraph 2.2.

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

“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.

“Core Network” means BT’s network infrastructure between and including the POP, but does not include the Access Line between the Customer’s Site(s) and the POP.

“Customer Content” means Content that the Customer runs, causes to interface, uploads or otherwise transfers, processes, uses or stores in connection with the AWS Service.

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

“Customer Submissions” means Content that the Customer posts or otherwise submits to developer forums, sample code repositories, public data repositories, or similar community focused areas of the AWS Site or AWS Service.

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

“EULA” has the meaning given in Paragraph 5.8.1.

“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 AWS Service.

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

“Internet Protocol” or **“IP”** means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

“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.

“Licence” has the meaning given in Paragraph 5.7.

“Local Area Network” or **“LAN”** means the infrastructure that enables the ability to transfer IP services within Site(s) (including data, voice and video conferencing services).

“Maintenance” means any work on the BT Network or Services, including to maintain, repair or improve the performance of the BT Network or Services.

“Monthly Recurring Charges” means the monthly Recurring Charges for the AWS Service and the sum of the Usage Charges for the three full previous months divided by three.

“Notice to Amend” has the meaning given in Paragraph 5.2.

“PCI DSS” means the Payment Card Industry Data Security Standards, a set of policies and procedures, issued by the PCI Security Standards Council LLC (as may be adopted by local regulators) and intended to optimise the security of credit and debit card transactions and protect cardholders against misuse of their personal information.

“PCI SSC” means Payment Card Industry Security Standards Council.

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

“POP” means a point of presence, which is the point where the Access Line terminates and is the demarcation point between the Access Line and BT’s Core Network.

“Professional Services” means those services provided by BT which are labour related services.

“PSTN” means Public Switched Telephone Network, which is the concentration of the world’s public circuit switched telephone networks.

“Qualifying Incident” means an Incident, except where any of the following events have occurred:

- (a) the AWS Service has been modified or altered in any way by the Customer , or by BT in accordance with the Customer’s instructions;
- (b) Planned Maintenance;
- (c) the Customer has performed any network configurations that BT did not approve;
- (d) an Incident has been reported and BT cannot confirm that an Incident exists after performing tests; or
- (e) the Customer requested BT to test the AWS Service at a time when no Incident has been detected or reported.

“Recurring Charges” means the Charges for the AWS Service or applicable part of the AWS Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.

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

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

“Service Offerings” means the AWS Service (including any application programme interfaces), AWS Content, AWS Marks, AWS Site any other product or service available to the Customer through the AWS Service but excluding any Content of a third party made available to the Customer in conjunction with the AWS Service or by any third party on the AWS Site.

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

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

“**Support Plans**” means the support plans for the AWS Components and AWS Management Console as set out at <https://aws.amazon.com/premiumsupport/compare-plans/> or any other address that BT or the Supplier notifies the Customer of.

“**Supplier**” means Amazon Web Services, Inc. of 410 Terry Avenue North, Seattle, WA 98109-5210.

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

“**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 AWS Components that are calculated by multiplying the volume of units that the Customer used or incurred in a period (e.g. number of agents using the AWS Service, or the number of minutes the AWS Service was used for) with the relevant fee as set out in any applicable Order.