



## 1 Definitions and Abbreviations

The following definitions and abbreviations apply, in addition to those in the General Terms and Conditions.

**"Alibaba Portal"** means the Supplier owned and managed web interface to the cloud based infrastructure platform from where the Customer can order, access and use the Alibaba Products.

**"Alibaba Products"** means the functionalities, applications and tools that the Supplier hosts on the Alibaba Portal. The current available Alibaba Products are found at <https://www.alibabacloud.com/help> or any other address that BT or the Supplier notifies the Customer of.

**"Alibaba Service"** has the meaning given in Paragraph 2.

**"Alibaba Service Levels"** means the service levels and service credits that the Supplier makes available to BT in relation to the Alibaba Products as set out in Paragraph 7.

**"Compute Management System"** or **"CMS"** means the BT compute management system which is an online portal that allows the Customer to manage the Alibaba Service and that is more particularly described in Paragraph 2.2.

**"Customer Equipment"** means any equipment, any software, other than BT Equipment, used by the Customer in connection with the Alibaba Service.

**"Enabling Service"** has the meaning given in Paragraph 4.1.3.

**"Incident"** means (i) any single event, or (ii) any set of events, that result in downtime.

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

**"License"** has the meaning given in Paragraph 2.2.2.

**"Online Order"** means a Customer request for the Service. The Online Order is only available online via the BT CMS.

**"PCI DSS"** means the Payment Card Industry Data Security Standards, a set of policies and procedures, issued by the PCI Security Standards Council LLC ("**PCI SSC**"), 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.

**"Planned Maintenance"** means any maintenance BT and/or the Supplier has planned to do in advance.

**"Qualifying Incident"** means an Incident, except where any of the following events have occurred:

- (a) the Alibaba 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) have 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 Alibaba Service at a time when no Incident has been detected or reported.

**"Portal(s)"** means the BT CMS and/or the Alibaba Portal that the Customer accesses for ordering, service administration and management of the Alibaba Services as ordered online by the Customer.

**"Real-Name Registration Information"** has the meaning given to it in Paragraph 4.2.

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

**"Service Credit"** means any remedy agreed with and acknowledged by the Supplier at Supplier's sole discretion for failure by the Supplier to meet an Alibaba Service Level as set out in Paragraph 7.

**"Service Desk"** means the BT helpdesk to submit service requests, report Incidents and ask questions about the BT CMS.

**"Service Management Boundary"** has the meaning given in Paragraph 3.3.

**"Standard Service Components"** has the meaning given in Paragraph 2.2

**"Supplier"** means Alibaba.com(Europe)Limited, a company registered in England and Wales having its registered address at 3rd floor, Davidson Building, 5 Southampton Street, London WC2E 7HA or any of its Affiliates.

**"Supplier Terms"** has the meaning given in Paragraph 4.1.1.

**"Usage Charges"** means the Charges for the Alibaba Service or applicable part of the Alibaba Service that are calculated by multiplying the volume of units that the Customer used or incurred in a period with the relevant fee that is specified in any applicable Online Order.

## 2 Service Description

- 2.1 **Alibaba Service Overview.** The Alibaba Service is a service whereby BT provides the Customer with a cloud based services platform, offering computing power, storage and content management functionalities for Alibaba Products comprising the Standard Service Components up to the point of the Service Management Boundary.



### 2.2 Standard Service Components.

2.2.1 **Portal Access.** BT will provide the Customer access to the Alibaba Portal via the BT CMS Portal through which the Customer can order, access and use the Alibaba Products. The BT CMS Portal will:

- (a) allow the Customer to register and provide log on details for Users;
- (b) provide the Customer with a reporting and management tool that:
  - shows details of the Alibaba Products that are being utilised;
  - provide the Customer with usage reports detailing which Users are using which Alibaba Products; and
  - provide the Customer with financial and billing information based on your Usage Charges for the Alibaba Service.

2.2.2 **A Licence.** BT grants the Customer a limited, revocable, non-exclusive, non-sub licensable, non-transferrable licence to use the Alibaba Service for its own internal business purposes and in accordance with the Supplier Terms as set out in Paragraph 4.1.1.

2.2.3 **Single invoicing.** BT will provide the Customer a single invoice for the Alibaba Service that will also list Charges for the Alibaba Products that the Customer has consumed.

2.3 The Customer may subsequently add to and/or remove any available Alibaba Products it has ordered via the Portal, using the Online Order.

2.4 If BT provides the Customer with any other services, this Schedule will not apply to those services and those services will be governed by their separate terms and conditions.

### 3 BT's Obligations

3.1 **Service Delivery.** Before the Operational Service Date and, where applicable, throughout the provision of the Alibaba Service, BT will:

- 3.1.1 provide the Customer with contact details for reporting issues with the Alibaba Service;
- 3.1.2 configure the Alibaba Service; and
- 3.1.3 conduct a series of standard tests on the Alibaba Service to ensure that it is configured correctly.

3.2 **Service Operation.** On and from the Operational Service Date, BT:

- 3.2.1 will respond and use reasonable endeavours to remedy an Incident without undue delay on the BT CMS.
- 3.2.2 may have to carry out routine or emergency maintenance, updates and other procedures for reasons of health, safety, security or otherwise to protect the Alibaba Service, and which may cause a disruption to the Alibaba Service, ("**Planned Maintenance**"). BT will provide the Customer with as much prior notice as practicable with respect to Planned Maintenance;
- 3.2.3 may, in the event of a security breach affecting the Alibaba Service, require the Customer to change any or all of its passwords; and
- 3.2.4 may suspend the Licence and use of the Alibaba Service if the Supplier informs BT that the Alibaba Service has data security issues related to the transmission of the Supplier's data via the Supplier's application programming interfaces or reseller platforms. BT shall inform the Customer of such event without undue delay.

3.3 **Service Management Boundary and Exclusions**

- 3.3.1 BT will provide and manage the Alibaba Service in accordance with this Schedule and up to the point where the BT CMS connects to the Alibaba Portal as set out in the Online Order.
- 3.3.2 BT will have no responsibility for the Alibaba Service outside the Service Management Boundary. For the avoidance of doubt, the Service Management Boundary does not include the Alibaba Portal and any Alibaba Port accessed via the Alibaba Portal; hence any claims and/or complaints in relation to the Alibaba Products may only be made by the Customer against the Supplier under the Supplier Terms as set out in Paragraph 4.1.1.
- 3.3.3 BT does not make any representations, whether express or implied, that the Alibaba Service will operate in combination with any Customer Equipment or other equipment and software.
- 3.3.4 Any Incidents due to events of cyber-terrorism that could not be prevented through standard protocols and industry best practices are excluded as a force majeure event.
- 3.3.5 The Alibaba Service provided by BT pursuant to this Schedule is not compliant with PCI DSS nor is it designed or intended to be and the Customer will not use the Alibaba Service for the processing, storage or transmission of any cardholder data or any data that is subject to PCI DSS.

3.4 **End of Service**



- 3.4.1 BT shall during the termination period maintain the level and quality of services provided by BT until the effective termination date and shall not undertake any actions limiting Customer's ability to migrate the Customer Information.
- 3.4.2 BT shall delete any Content at the termination date.

#### 4 Customer Obligations

##### 4.1 Prerequisites.

###### 4.1.1 Supplier Terms.

4.1.1.1 Next to accepting the conditions in this BT Compute for Alibaba Schedule, the Customer shall also accept on the BT CMS Portal the following Supplier Terms for each Alibaba Product the Customer orders and consumes:

- (a) Alibaba Cloud International Website Terms of Use found at <https://www.alibabacloud.com/help/faq-detail/42417.htm?spm=a2c63.g38357.a3.1.335852d6ljxL6z>;
- (b) Alibaba Cloud International Website Membership Agreement found at <https://www.alibabacloud.com/help/faq-detail/42427.htm?spm=a2c63.g38357.a3.1.27c75e1aEDC4Qm>;
- (c) Alibaba Cloud International Website Privacy Policy found at <https://www.alibabacloud.com/help/faq-detail/42425.htm?spm=a2c63.g38357.a3.1.2d42350a49d0zt>; and
- (d) Alibaba Cloud International Website Product Terms of Service found at <https://www.alibabacloud.com/help/doc-detail/42416.htm>

4.1.1.2 The Customer will enter into the Supplier Terms for the Customer's own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the Supplier Terms are between the Customer and the Supplier and the Customer will deal with the Supplier with respect to any loss or damage suffered by either of the Customer as such loss or damage will not be enforceable against BT, including but not limited to any disputes for changes Supplier may have done to its Supplier Terms and/or the core features or operation of the Alibaba Service.

4.1.1.3 The Customer will observe and comply with the Supplier Terms. If the Customer does not comply with the Supplier Terms:

- (a) BT may restrict or suspend the Alibaba Service and the respective License(s) upon reasonable notice,
- (b) the Customer will continue to pay the Charges for the Alibaba Service;
- (c) BT may charge a re-installation fee to re-start the Alibaba Service; and
- (d) In addition to any other termination rights set out in the Agreement, BT may terminate the Alibaba Service, if such breach poses a security risk to the Alibaba Service or any third party or subjects, or will subject, BT or the Supplier to liability, to suspension or fines by regulatory agencies or material non-compliance with any applicable laws.

###### 4.1.2 Employer Disclosure

4.1.2.1 In jurisdictions where an employer is legally required to make a disclosure to its Users and other employees, the Customer will:

- (a) inform the Users (individually or via local workers councils depending on applicable law) that as part of the Alibaba Service being delivered by BT, BT may monitor and report to the Customer the use of any targeted applications by them; and
- (b) ensure that the Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required) in accordance with applicable law.

4.1.2.2 The Customer will be liable to BT for any claims, losses, costs or liabilities incurred or suffered by BT due to Customer's failure to comply with this Paragraph 4.1.2.

###### 4.1.3 Enabling Service - Access to Internet

4.1.3.1 The Customer will have as Enabling Service an Internet service with sufficient bandwidth to enable the Customer to access and use the Alibaba Service and will ensure that this Internet services meets the minimum technical requirements that BT specifies.

4.1.3.2 The Customer acknowledges and agrees that:

- (a) the Internet is independent of the Alibaba Service and BT has no responsibility for provision of the Internet; and



- (b) use of the Internet is solely at the Customer's risk and subject to all applicable laws. BT has no responsibility for any information, software, services or other materials obtained, downloaded, shared or transmitted by the Customer using the Internet.
- 4.2 **Service Delivery.** Before the Operational Service Date and, where applicable, throughout the provision of the Alibaba Service by BT, the Customer will:
- (a) subject to any applicable laws, and at BT's request, provide BT and the Supplier any Real-Name Registration Information within the time periods that BT specifies. BT will therefore give the Customer as much notice as BT reasonably can to facilitate the provision of the Real-Name Registration Information. Real-Name Registration is identification information which includes, but is not limited to:
    - full company name;
    - country that the Customer is registered in;
    - company registration number; and
    - copy of company registration certificates,
  - (b) ensure that:
    - Real-Name Registration Information is accurate and up to date; and
    - the Customer has obtained all appropriate and lawful consents to provide BT and the Supplier with the Real-Name Registration Information.
  - (c) provide any other information reasonably required by BT without undue delay;
  - (d) ensure that the LAN protocols and applications used are compatible with the Alibaba Service;
  - (e) provide software, and telecommunications equipment and services, necessary to access and use Alibaba Service;
  - (f) ensure having a technical compatible browser to access, view or use the Portals;
  - (g) not permit or make any attempt to disassemble, deconstruct, break down, hack or otherwise interfere with the Portals or any part of the Portals;
- 4.3 **During Operation.** On and from the Operational Service Date, the Customer will:
- 4.3.1 ensure that Incidents are reported as follows:
    - (a) Incidents on the BT CMS Portal will be only reported to BT by the Customer Contact;
    - (b) any other Incidents shall be reported to the Supplier helpdesk;
  - 4.3.2 monitor, maintain and ensure that any Customer Equipment connected to or used, directly or indirectly, in connection with the Alibaba Service is:
    - (a) adequately protected against viruses and other breaches of security;
    - (b) technically compatible with the Alibaba Service and will not harm or damage any of BT's, BT's supplier's or subcontractor's network or equipment; and
    - (c) approved and used in accordance with relevant instructions, applicable law; and any safety and security procedures applicable to the use of that Customer Equipment.
  - 4.3.3 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 applicable laws and the conditions of this Agreement and the Customer is contacted by BT about such material,and redress the issues with the Customer Equipment prior to reconnection to the Alibaba Service;
  - 4.3.4 be responsible for the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Alibaba Service; including the distribution, management and maintenance of access profiles, passwords and other systems administration information relating to the control of Users' access to the Alibaba Service. The Customer will:
    - (a) inform BT immediately if a user 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;
    - (b) take all reasonable steps to prevent unauthorised access to the Alibaba Service; and
    - (c) satisfy BT security checks if a password is lost or forgotten.
    - (d) change any or all passwords and/or other systems administration information used in connection with the Alibaba Service if BT request to do so in order to ensure the security or integrity of the Alibaba Service;
  - 4.3.5 with regard to the permitted Users for this Alibaba Service;
    - (a) ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Online Order; and



- (b) 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 Alibaba Service.

#### 4.4 End of Service

- 4.4.1 At the effective termination date the Customer will lose all access to the Portals and the Alibaba Services and any portions thereof, including, but not limited to its account on the Portals and the Customer Information stored on the Alibaba Service. In addition, upon termination for any reason whatsoever, BT will have the right to immediately delete, without notice, the Customer Information. Therefore the Customer hereby acknowledges and accepts to have retained copies of its Customer Information or to migrate all its Customer Information before the effective termination date. BT shall not be liable for any loss or damage which may be incurred by the Customer or any third parties as a result of such deletion from the effective termination date.
- 4.4.2 Should the Customer wish to transfer the Customer's subscription to the Alibaba Products to an alternative Supplier partner, the Customer shall notify BT at least 30 days before the termination date of this requirement. BT may require a fee (to be agreed by Order) for such transfer.

### 5 Charges

- 5.1 The Charges for the Alibaba Service and the ordered Alibaba Products will be set out on the Online Order and will be invoiced and paid in accordance with the applicable provisions as agreed in the General Terms and Conditions.
- 5.2 Unless stated otherwise in an applicable Online Order, BT will invoice the Customer for:
  - (a) Recurring Charges, except Usage Charges, and for any period where the Alibaba 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;
- 5.3 In addition to the Charges as set out in the Online Order, BT may invoice the Customer for any of the following expenses BT may incur for:
  - (a) investigating Incidents that the Customer reports to BT where BT finds no Incident or for Incident is caused by something for which BT is not responsible; and
  - (b) restoring the Alibaba Service if the Alibaba Service has been suspended.
- 5.4 In the event the Alibaba Services are terminated, the Customer remains liable to pay any outstanding Charges up to the date of termination and any Supplier termination Charges for the Alibaba Products as set out in the Supplier Terms which BT has received from the Supplier.

### 6 Commencement, Minimum Period of Service and Termination for convenience

- 6.1 **Commencement.** The Alibaba Service shall commence on the Operational Service Date and unless one of the Parties gives notice to the other of an intention to terminate the Alibaba Service, BT will continue to provide the Alibaba Service and each Party will continue to perform its obligations.
- 6.2 **Minimum Period of Service.** There is no Minimum Period of Service; hence BT will continue to provide the Alibaba Service and each Party will continue to perform its obligations under the Agreement unless either Party gives notice to the other Party of an intention to terminate the Alibaba Service in accordance with the Agreement.
- 6.3 **Termination for Convenience.** In variance to any termination for convenience conditions as set out in the General Terms and Conditions; either Party may, at any time after the Operational Service Date and without cause, terminate the Alibaba Service or any Online Order by giving 60 days' written notice to the other Party.

### 7 Service Levels

- 7.1 BT will be responsible for managing any Service Credits for the Alibaba Products based on the Alibaba Service Levels as set out on: at <https://www.alibabacloud.com/help/product/42384.htm> or any other address that the Supplier or BT notifies to the Customer of.
- 7.2 Any Service Levels are subject to the Supplier Terms as set out in Paragraph 4.1.1 and are subject to changes, additions or discontinuation as directed by Supplier from time to time.
- 7.3 Where a Service Level is not met by the Supplier;
  - (a) The Customer must submit any claims for Service Credits payable under the Alibaba 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. Any failure by the Customer to submit a request for Service Credits in accordance with this Paragraph will constitute a waiver of any claim for Service Credits.
  - (b) BT will submit the Customer request for Service Credits to the Supplier for approval and once the Supplier has approved such request, BT will issue the applicable Service Credits by deducting those Service Credits





from the invoice within two billing cycles of the request being received. If the Supplier declines the Customer claim and no Service Credit is owed to the Customer, it is hereby understood that BT accepts no liability for Supplier's non-approval of a claim.

- 7.4 Alibaba Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 7.5 The Alibaba Service Levels shall not apply during any trial period of the Alibaba Products and/or if the Alibaba Product has been suspended or restricted in accordance with the terms of the Supplier Terms (including Force majeure or material breach committed by the Customer).

### 8 Processing of Personal Data

8.1 With regard to any Personal Data provided and collected via the Portal BT or its sub-processor will Process the Customer Personal Data as set out in this Schedule for as long as BT provides the BT Compute for Alibaba Service and for as long as BT may be required to Process the Customer Personal Data in accordance with applicable law. Any personal Data that may be collected and processed by BT is subject to the data protection provisions as set out in the General Terms and Conditions.

8.2 BT Compute for Alibaba is a service available to enable the Customer to order Alibaba Products through the Alibaba Portal from the Compute Management System alongside other BT Compute Services (e.g. BT Cloud Compute, Apps from BT and BT Compute Storage). The nature and purpose of the Processing of Customer Personal Data via the Portal by BT includes for:

- billing and invoicing; and
- Incident response and escalation.

8.3 The types of Customer Personal Data Processed by BT or its sub-processors or the Customer via the Portal may be:

- website or IP address;
- name;
- address;
- telephone number;
- email address;
- job title;
- company name; and
- contact records.

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

8.4 The Customer Personal Data on the Portal may concern the following categories of Data Subjects:

- Customer employees;
- Customer's customers or third parties; and
- any Data Subject (as controlled by the Customer).

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

8.5 For the avoidance of doubt, the Supplier hosts any information that is generated by Customer's use (or your employees', agents' or subcontractors' use) of the Alibaba Portal or Alibaba Products through the BT Compute for Alibaba Service. Once the Customer has access to the Alibaba Portal, the Customer will be bound by the terms of the EULAs with the Supplier. From this point, BT Processes no Customer Personal Data in respect of the BT Compute for Alibaba Service and any claims and/or complaints in relation to the security and the processing of any such Personal Data by the Supplier may only be made by the Customer against the Supplier under the EULA.