



# BT Compute for Alibaba Schedule to the General Terms

## Contents

A note on 'you' .....	2
Words defined in the General Terms .....	2
Part A – The BT Compute for Alibaba Service.....	2
1 Service Summary .....	2
1 Standard Service Components .....	2
2 Service Management Boundary .....	2
3 Associated Services .....	2
4 Specific Terms .....	2
Part B – Service Delivery and Management .....	5
5 BT's Obligations .....	5
6 Your Obligations .....	5
Part C – Service Levels .....	7
7 Service Care Levels.....	7
Part D – Defined Terms .....	8
8 Defined Terms .....	8



## A note on 'you'

'You' and 'your' mean the Customer.

## Words defined in the General Terms

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms.

## Part A – The BT Compute for Alibaba Service

### 1 Service Summary

BT will provide you 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 ("**Alibaba Service**").

### 1 Standard Service Components

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

#### 1.1 Alibaba Service

Access to the Alibaba Portal through which you can order, access and use the Alibaba Products.

#### 1.2 Compute Management System

BT will grant you access to the Compute Management System which will:

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

### 2 Service Management Boundary

- 2.1 BT will provide and manage the Alibaba Service in accordance with Parts B and C of this Schedule and up to the point where the Compute Management System connects to the Alibaba Portal, as set out in any applicable Order ("**Service Management Boundary**").
- 2.2 BT will have no responsibility for the Alibaba Service outside the Service Management Boundary.
- 2.3 BT does not make any representations, whether express or implied, about whether the Alibaba Service will operate in combination with any Customer Equipment or other equipment and software.

### 3 Associated Services

- 3.1 You will have the following service in place that will connect to the Alibaba Service and is necessary for the Alibaba Service to function and will ensure that this service meets the minimum technical requirements that BT specifies:
  - 3.1.1 internet service with sufficient bandwidth to enable you to access and use the Alibaba Service, ("**Enabling Service**").
- 3.2 If BT provides you with any services other than the Alibaba 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.
- 3.3 If you are required by Applicable Law to purchase the Alibaba Service from a third party supplier, BT will manage the Alibaba Service as your agent. You will provide BT with a letter of agency to enable BT to manage the third party.

### 4 Specific Terms

#### 4.1 Term

BT will provide you with the Alibaba Service until either of us terminate the Alibaba Service in accordance with this Contract ("**Term**").

#### 4.2 Changes to the Alibaba Service



- 4.2.1 BT may, acting reasonably, modify the features of, cease offering, amend the terms of or make any adjustments or modifications to the Alibaba Service as BT deems necessary provided that for any material changes to the core features or operation of the Alibaba Service, BT will provide you with as much notice as BT reasonably can.
- 4.2.2 BT may amend the Alibaba Service in accordance with Paragraph 4.2.1 by either:
- (a) publishing the amendment online at [www.bt.com/pricing](http://www.bt.com/pricing) or [www.bt.com/terms](http://www.bt.com/terms) (or any other online address that BT advises you of); or
  - (b) by giving Notice to you.
- 4.3 **Termination for Convenience**
- For the purposes of Clause 17 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate the Alibaba Service by giving 60 days' Notice to the other.
- 4.4 **Termination for Cause**
- In addition to any other termination rights set out in this Contract, BT may terminate the Alibaba Service if you use the Alibaba Service in breach of the terms of this Contract in a way that:
- 4.4.1 poses a security risk to the Alibaba Service or any third party; or
  - 4.4.2 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.
- 4.5 **Licence**
- 4.5.1 BT grants you a limited, revocable, non-exclusive, non-sub licensable, non-transferrable licence to:
- (a) use the Alibaba Service for your own internal business purposes; and
  - (b) in accordance with the terms of this Contract, ("Licence").
- 4.5.2 BT will 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.
- 4.5.3 If BT has to suspend the Licence and your use of the Alibaba Service in accordance with Paragraph 4.5.2, BT will use commercially reasonable endeavours to give you as much notice as possible.
- 4.6 **Real-Name Registration**
- 4.6.1 Subject to any Applicable Laws, and at BT's request, you will provide BT and the Supplier with the following identification information which includes, but is not limited to:
- (a) full company name;
  - (b) country that your company is registered in;
  - (c) company registration number; and
  - (d) copy of company registration certificates, ("Real-Name Registration Information").
- 4.6.2 BT will aim to give you as much notice as BT reasonably can in order that you can provide BT and the Supplier with the Real-Name Registration Information however you will provide BT and the Supplier with the Real-Name Registration Information within the time periods that BT specifies.
- 4.6.3 You will ensure that:
- (a) Real-Name Registration Information is accurate and up to date; and
  - (b) you have obtained all appropriate and lawful consents to provide BT and the Supplier with the Real-Name Registration Information.
- 4.6.4 If you fail to comply with the provisions of this Paragraph 4.6, BT may suspend or restrict your use of the Alibaba Service.
- 4.7 **EULA**
- 4.7.1 BT will only provide the Alibaba Service if you have entered into the following end user licence agreements with the Supplier:
- (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>

in the form set out at the links above and as may be amended or supplemented from time to time by the Supplier ("EULAs").

- 4.7.2 You will observe and comply with the EULAs for all any use of the Alibaba Service.
- 4.7.3 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the EULAs, BT may restrict or suspend the Alibaba Service and you will continue to pay all Charges for the Alibaba Service.
- 4.7.4 You will enter into the EULAs for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between you and the Supplier and you will deal with the Supplier with respect to any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.
- 4.7.5 Where the EULA is presented in a 'click to accept' function and you require BT to configure or install Software on your behalf, BT will do so as your agent and bind you to the EULA.

#### 4.8 Invoicing

- 4.8.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges in the amounts set out in any applicable Order:
  - (a) 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; and
  - (c) any Termination Charges incurred in accordance with Paragraph 4.9 upon termination of the relevant Service.
- 4.8.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:
  - (a) Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
  - (b) Charges for commissioning the Alibaba Service in accordance with Paragraph 5.2 outside of Business Hours;
  - (c) Charges for expediting provision of the Alibaba Service at your request after BT has informed you of the Customer Committed Date; and
  - (d) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

#### 4.9 Termination Charges

- 4.9.1 If you terminate the Contract or the Alibaba Service for convenience in accordance with Clause 17 of the General Terms you will pay BT:
  - (a) all outstanding Charges or payments due and payable under the Contract;
  - (b) any other Charges as set out in any applicable Order; and
  - (c) any charges reasonably incurred by BT from the Supplier as a result of the early termination.

#### 4.10 Amendments to General Terms

- 4.10.1 A new limb (g) is added to the definition of 'Force Majeure Event' in the Defined Terms section as follows: '(g) cyber-terrorism (except in the case of cyber-terrorism that could be prevented through standard protocols and industry best practices)'
- 4.10.2 All other wording in the definition of 'Force Majeure Event' and all other provisions in the General Terms remain unchanged.



## Part B – Service Delivery and Management

### 5 BT's Obligations

#### 5.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Alibaba Service, BT will provide you with contact details for the Service Desk.

#### 5.2 Commissioning of the Service

Before the Service Start Date, BT will:

5.2.1 configure the Alibaba Service; and

5.2.2 conduct a series of standard tests on the Alibaba Service to ensure that it is configured correctly.

#### 5.3 During Operation

On and from the Service Start Date, BT:

5.3.1 may carry out Maintenance from time to time and will use reasonable endeavours to inform you at least five Business Days before any Planned Maintenance on the Alibaba Service. BT may inform you with less notice than normal where Maintenance is required in an emergency; and

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

#### 5.4 The End of the Service

On termination of the Alibaba Service by either of us, BT may delete any Content.

### 6 Your Obligations

#### 6.1 Service Delivery

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

6.1.1 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:

- (a) inform your Users that as part of the Alibaba Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
- (b) ensure that your 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 you to comply with this Paragraph 9.1.3, you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph 9.1.3.

6.1.2 ensure that the LAN protocols and applications you use are compatible with the Alibaba Service;

#### 6.2 During Operation

On and from the Service Start Date, you will:

6.2.1 ensure that Users report Incidents to the Supplier helpdesk;

6.2.2 monitor and maintain any Customer Equipment connected to the Alibaba Service or used in connection with the Alibaba Service;

6.2.3 ensure that any Customer Equipment that is connected to the Alibaba Service or that you use, directly or indirectly, in relation to the Alibaba Service is:

- (a) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means;
- (b) adequately protected against viruses and other breaches of security;
- (c) technically compatible with the Alibaba 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;

6.2.4 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment:

- (a) does not meet any relevant instructions, standards or Applicable Law; or
- (b) contains or creates material that is in breach of the Acceptable Use Policy and you are contacted by BT about such material,

and redress the issues with the Customer Equipment prior to reconnection to the Alibaba Service;



- 6.2.5 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Alibaba Service;
- 6.2.6 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Alibaba 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 Alibaba 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 Alibaba Service if BT requests you to do so in order to ensure the security or integrity of the Alibaba Service.
- 6.2.7 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order; and
- 6.2.8 not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case you will ensure the prior User will no longer have any right to access or use the Alibaba Service.



## Part C – Service Levels

### 7 Service Care Levels

- 7.1 BT will provide you with the Alibaba Service Levels.
- 7.2 As directed by the Supplier, BT may add to, change or discontinue any or all of the Alibaba Service Levels from time to time.
- 7.3 If BT is required to add to, change or discontinue the Alibaba Service Levels in accordance with Paragraph 7.2, BT will provide you with as much Notice as it is reasonably able to.
- 7.4 You must submit any claims for Service Credits payable under the Alibaba Service Levels within 30 days of the Qualifying Incident occurring by providing details of the reason for the claim and any other information that BT requests.
- 7.5 Any failure by you to submit a request for Service Credits in accordance with Paragraph 9.4 will constitute a waiver of any claim for Service Credits.
- 7.6 BT will submit your request for Service Credits to the Supplier for approval and once the Supplier has approved your request for Service Credits, BT will issue you with the applicable Service Credits by deducting those Service Credits from your invoice within two billing cycles of the request being received.
- 7.7 Alibaba Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 7.8 The Alibaba Service Levels under this Schedule will not apply:
  - 7.8.1 in the event that Clause 8, Clause 15.3 or Clause 23 of the General Terms applies; or
  - 7.8.2 during any trial period of the Alibaba Service.



## Part D – Defined Terms

### 8 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading this Schedule.

**“Alibaba Portal”** means the Supplier owned and managed web interface to the cloud based infrastructure platform from where you 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 you of.

**“Alibaba Service”** has the meaning given in Paragraph 1.

**“Alibaba Service Levels”** means the service levels and service credits that the Supplier makes available to BT in relation to the Alibaba Products, currently listed at <https://www.alibabacloud.com/help/product/42384.htm> or any other address that the Supplier or BT makes you aware of and as the Supplier may amend from time to time.

**“BT Price List”** means the document containing a list of BT’s charges and terms that may be accessed at: [www.bt.com/pricing](http://www.bt.com/pricing) (or any other online address that BT may advise you).

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

**“Compute Management System”** means the compute management system which is an online portal that allows you to manage the Alibaba Service and that is more particularly described in Paragraph 1.2.

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

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

**“Enabling Service”** has the meaning given in Paragraph 3.1.1.

**“EULA”** has the meaning given in Paragraph 4.7.1.

**“General Terms”** means the general terms to which this Schedule is attached or can be found at [www.bt.com/terms](http://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 Alibaba Service or particular element of the Alibaba Service.

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

**“Licence”** has the meaning given to it in Paragraph 4.5.1.

**“Planned Maintenance”** means any Maintenance BT 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 you, or by BT in accordance with your instructions;
- (b) Planned Maintenance;
- (c) you 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) you requested BT to test the Alibaba Service at a time when no Incident has been detected or reported.

**“Real-Name Registration Information”** has the meaning given to it in Paragraph 4.6.1.

**“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 Order.

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

**“Service Management Boundary”** has the meaning given in Paragraph 2.1.

**“Standard Service Components”** has the meaning given in Paragraph 1.

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

**“Term”** has the meaning given to it in Paragraph 4.1.

**“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 Alibaba Service or applicable part of the Alibaba Service that are calculated by multiplying the volume of units that you used or incurred in a period with the relevant fee as set out in any applicable Order.